

AMENDMENT NO. ONE TO DECLARATION OF TRUST

That certain Declaration of Trust dated May 27, 1992, wherein CLAUDE C. BLAKEMORE and VIOLET A. BLAKEMORE are Settlers and Co-Trustees, is hereby amended as hereinafter provided.

1. Paragraph 3.9.2 of Article 3 is deleted in its entirety.
2. Paragraph 3.12.2 of Article 3 is deleted in its entirety.
3. Paragraph 3.12.3 of Article 3 is amended to read as follows:

3.12.3 Allocation of Balance of Trust. After making the distribution provided for above, the Trustee shall divide the balance of such combined trust into two (2) equal shares, and allocate one (1) share for each child of the Settlers. Each such share shall be held in a separate trust for each such child and shall be administered and distributed as hereinafter provided.

3.12.3.1 Distribution of Income. The Trustee shall pay to such child or apply for his benefit the net income of the trust, provided, however, that if the net income of his trust is less than Twelve Thousand Dollars (\$12,000.00) per year, the Trustee shall pay to him or apply for his benefit such amount from the principal of his trust as is necessary to provide him with an annual distribution from the trust of Twelve Thousand Dollars (\$12,000.00).

3.12.3.2 Invasion of Principal. If, in the opinion of the Trustee such child should for any reason be in need of funds for his support, the Trustee may, in the Trustee's discretion, pay to or apply for the benefit of such child, in addition to the payments hereinabove provided for him, such amounts from the principal of his trust estate as the Trustee may deem proper or necessary for that purpose. The Trustee shall, to the extent the Trustee deems advisable, take into consideration such child's other income, including income from sources outside this trust, known to the Trustee.

3.12.3.3 Distribution Upon Death of Daughter. Upon the death of the Settlers' daughter, SUSAN B. DANIELS, the Trustee shall, subject to paragraph 3.12.3.5 below, distribute the balance of her trust estate to her then living issue, by right of representation.

3.12.3.4 Distribution Upon Death of Son. Upon the death of the Settlers' son, BRUCE A. BLAKEMORE, the Trustee shall divide the balance of his trust estate into the number of equal shares necessary to make complete distribution thereof as follows: The Trustee shall allocate one such share to each then living child of BRUCE A. BLAKEMORE, and one, allocated by right of representation, for each group composed of the then living issue of each deceased child of BRUCE A. BLAKEMORE. Further, if CLAUDETTE BLAKEMORE is then living, and she and BRUCE A. BLAKEMORE were married and living together as husband and wife at the time of BRUCE A. BLAKEMORE's death, one such share shall be allocated to her. Each such share or part of a share shall be administered and distributed as hereinafter provided.

3.12.3.4.1 Trust for CLAUDETTE BLAKEMORE.  
The Trustee shall distribute to CLAUDETTE BLAKEMORE the trust allocated to her, outright and free of trust.

3.12.3.4.2 Trust for TIFFANY L. BLAKEMORE.  
The Trustee shall distribute to TIFFANY L. BLAKEMORE the trust allocated to her, subject to the provisions of paragraph 3.12.3.5 below.

3.12.3.4.3 Trust for TAMARIE L. BLAKEMORE.  
The Trustee shall distribute to TAMARIE L. BLAKEMORE the trust allocated to her, subject to the provisions of paragraph 3.12.3.5 below.

3.12.3.4.4 Trust for TANYA BLAKEMORE ESAIL.  
The trust allocated to TANYA BLAKEMORE ESAIL shall be held and administered as follows: While TANYA BLAKEMORE ESAIL is married to DAMON ESAIL, the Trustee shall accumulate net income of the trust and add it to principal. Upon the death of DAMON ESAIL, or upon the divorce of TANYA B. ESAIL from DAMON ESAIL, whichever first occurs, the Trustee shall administer and distribute the trust as hereinafter provided.

3.12.3.4.4.1 Distribution of Income.  
The net income shall be paid to or applied for the benefit of TANYA BLAKEMORE ESAIL; provided, however, in the sole discretion of the Trustee, income not necessary for her health, support and education before she attains the age of twenty-five (25) years shall be added to principal.

3.12.3.4.4.2 Invasion of Principal. If, in the opinion of the Trustee, TANYA BLAKEMORE ESAIL should for any

reason be in need of funds for her proper health, support or education, the Trustee may, in the Trustee's sole discretion, pay to or apply for her benefit, in addition to the payments hereinabove provided for her, such amounts from the principal of her trust as the Trustee may deem proper or necessary for that purpose. The Trustee shall, to the extent the Trustee deems advisable, take into consideration her other income, including income from sources outside this trust, known to the Trustee.

3.12.3.4.4.3 Distribution of Principal.

Upon TANYA BLAKEMORE ESAIL attaining the age of twenty-five (25) years, the Trustee shall purchase with the balance of the trust estate a commercial annuity which shall pay to her a fixed monthly amount for the remainder of her lifetime. Such annuity contract shall then be distributed to her, outright and free of trust. The term "commercial annuity" shall mean an annuity contract sold by an insurance company authorized to do business and insured on a nonguaranteed, nonrefundable and nonassignable basis. In the event of the death of TANYA BLAKEMORE ESAIL before attaining age twenty-five (25), the balance of the trust estate shall be distributed in accordance with paragraph 3.12.3.4, above, as if BRUCE A. BLAKEMORE's death had then occurred and TANYA BLAKEMORE ESAIL predeceased him with no issue surviving.

3.12.3.4.5 Trust for DAVID L. BLAKEMORE.

The trust allocated to DAVID L. BLAKEMORE shall be held, administered and distributed as hereinafter provided.

3.12.3.4.5.1 Annual Distribution.

During his lifetime and except as provided in paragraph 3.12.3.4.5.2, below, the Trustee shall distribute to DAVID L. BLAKEMORE monthly installments equal to four percent (4%) of the fair market value of the trust determined as of December 31 of the prior year. Such distribution shall be made first from net income, and to the extent insufficient, from principal.

3.12.3.4.5.2 Incarceration. In the event DAVID L. BLAKEMORE becomes incarcerated at any time, no distribution shall be made to him during such period of incarceration, and the net income of the trust during said period shall be added to trust principal.

3.12.3.4.5.3 Distribution Upon Death.

Upon the death of DAVID L. BLAKEMORE the balance of his trust estate shall be distributed to his then living issue, by right of representation, subject, however, to paragraph 3.12.3.5, below.

3.12.3.4.6 Trust for WILLIAM H. BLAKEMORE.  
The trust allocated to WILLIAM H. BLAKEMORE shall be held, administered and distributed as hereinafter provided.

3.12.3.4.6.1 Discretionary Payments.  
The Trustee shall pay to or apply for the benefit of WILLIAM H. BLAKEMORE, for his lifetime, such amounts from the principal or income, up to the whole thereof, as the Trustee in his absolute discretion may from time to time deem necessary or advisable for the satisfaction of his special needs. As used herein, "special needs" shall include, but not be limited to, medical and dental expenses; clothing and equipment; programs of training, education and treatment; essential dietary needs. "Special needs" shall also include telephone and television service, companions for travel, driving and cultural experiences, hair and nail care, stamps and writing supplies, more sophisticated mental or dental or diagnostic work or treatment for which there are not funds otherwise available, private rehabilitative training, and periodic outings and vacations. Any income not so expended shall be added to principal.

3.12.3.4.6.2 Settlor's Intent. It is the Settlor's intent that, because Settlor's grandson is disabled and unable to maintain and support himself independently, the Trustee shall, in the exercise of his best judgment and fiduciary duty, seek support and maintenance for the beneficiary from all available public or private agencies, including Supplemental Security Income (SSI), Medi-Cal, and Federal Social Security Disability (SSDI). In making distributions to WILLIAM H. BLAKEMORE for his special needs, as herein defined, the Trustee shall take into consideration the applicable resource limitations of the public assistance programs for which he is eligible.

3.12.3.4.6.3 Power to Defend. It is further the Settlor's intent that no portion of this separate trust be used to supplant or replace public assistance benefits of any county, state, federal or other governmental agency which has a legal responsibility to serve persons with disabilities which are the same or similar to the impairments of WILLIAM H. BLAKEMORE. For purposes of determining his Medi-Cal eligibility, or a similar or equivalent program in any other state or of the federal government, no part of the principal or income of the trust estate shall be considered available to WILLIAM H. BLAKEMORE. In the event the Trustee is requested by any department or agency administering Medi-Cal benefits or a similar program, to release principal or income of the trust to or on behalf of WILLIAM H.

BLAKEMORE to pay for equipment, medication or services which Medi-Cal or the similar program is authorized to provide, or in the event the Trustee is requested by any department or agency administering Medi-Cal benefits or benefits of a similar program to petition the court or any other administrative agency for the release of trust principal or income for this purpose, the Trustee is authorized to deny such request and is directed to defend, at the expense of the trust estate, any contest or other attack of any nature of the provisions of this paragraph 3.12.3.

3.12.3.4.6.4 Power to Terminate.  
Notwithstanding anything to the contrary contained in this paragraph, in the event the Trustee's discretionary right to invade trust principal or income for WILLIAM H. BLAKEMORE has the effect of rendering him ineligible for SSI, Medi-Cal, SSDI, or any other government benefit program, the Trustee is authorized to terminate this separate trust and the balance of the trust then remaining, including principal and undistributed accumulated income, shall be distributed pursuant to paragraph 3.12.3.4.6.5, below.

3.12.3.4.6.5 Distribution Upon Death.  
Upon the death of WILLIAM H. BLAKEMORE, the remaining balance of his trust shall be distributed to his then living issue, by right of representation, subject to paragraph 3.12.3.5, below.

3.12.3.5 Trust for Issue Other Than a Child.  
Except as where specifically provided otherwise above, each trust allocated to an issue of the Settlers, other than a child, shall be administered and distributed as hereinafter provided.

3.12.3.5.1 Distribution of Income. The net income from each trust held for the benefit of such issue shall be paid to or applied for the benefit of such issue; provided, however, in the sole discretion of the Trustee, income not necessary for the health, support and education of such issue before he attains the age of twenty-five (25) years shall be added to the principal of his trust.

3.12.3.5.2 Invasion of Principal. If, in the opinion of the Trustee such issue should for any reason be in need of funds for his support, the Trustee may, in the Trustee's discretion, pay to or apply for the benefit of such issue, in addition to the payments hereinabove provided for him, such amounts from the principal of his trust estate as the Trustee may deem proper or necessary for that purpose. The Trustee shall, to the extent the Trustee deems advisable, take into consideration such

issue's other income, including income from sources outside this trust, known to the Trustee.

3.12.3.5.3 Distribution of Principal. Upon such issue attaining the age of twenty-five (25) years, the Trustee shall distribute the entire trust to him.

3.12.3.5.4 Distribution Upon Death of Issue. Should any issue die before becoming entitled to receive distribution of the entire trust set aside for him, such trust, or its undistributed remainder, shall be distributed to his lawful issue living at the date of such issue's death, by right of representation, subject, however, to the provisions of this paragraph 3.12.3.5, or, should no issue be then living, such trust shall augment, by right of representation, the shares then held for the benefit of or previously distributed to the Settlor's other issue. If any issue entitled to distribution has a trust being administered under this instrument for his benefit, his share shall not be distributed outright but shall be added to that trust and administered according to its terms.

4. Paragraph 3.12.4 of Article 3 is hereby deleted in its entirety.

5. Paragraph 3.12.5 of Article 3 is hereby deleted in its entirety.

4. Paragraph 5.2 of Article 5 is amended to read as follows:

5.2 Successor Trustee. Upon the resignation, death or incompetency of either Settlor, the other Settlor shall serve as sole Trustee, and upon his resignation, death or incompetency, UNION BANK shall serve as Successor Trustee. Notwithstanding the foregoing, the surviving Settlor shall have the right to appoint by instrument in writing and duly acknowledged a different Successor Trustee or Co-Trustee. The surviving Settlor shall also have the right to remove without cause any Trustee acting under this instrument at any time and substitute a corporate Trustee authorized to act in the State of California whose capital and surplus exceeds Ten Million Dollars. Upon the death of the surviving Spouse, the beneficiaries then entitled to present distribution of income shall have the right, by majority vote, to remove without cause any Trustee acting under this instrument at any time and substitute any individual Trustee, or corporate Trustee authorized to act in the State of California whose capital and surplus exceeds Ten Million Dollars. Any Successor Trustee

shall succeed to all the powers, discretions, rights and obligations given to the Co-Trustees first named in this Declaration of Trust.

6. In all other respects, the Settlers hereby ratify all the terms and conditions of such Declaration of Trust.

EXECUTED on 1-6-94, at San Diego, California.

Settlers and Co-Trustees

/s/

CLAUDE C. BLAKEMORE

/s/

VIOLET A. BLAKEMORE

APPROVED:

HINCHY, WITTE, WOOD, ANDERSON & HODGES  
A Law Corporation

By: /s/  
GAYLE F. ANDERSON  
Attorneys for Settlers

STATE OF CALIFORNIA

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SS.

COUNTY OF SAN DIEGO

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On 1-6-94, before me, Lynn M. Dallman,  
Notary Public, personally appeared CLAUDE C. BLAKEMORE and  
VIOLET A. BLAKEMORE, known to me or proved to me on the basis of  
satisfactory evidence to be the persons whose names are subscribed  
to the within instrument and acknowledged to me that they executed  
the same in their authorized capacities, and that by their  
signatures on the instrument the persons, or the entities upon  
behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Lynn M. Dallman  
Notary Public in and for said  
County and State