ESTTA Tracking number: **ESTTA562510**
Filing date: **10/01/2013**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92055426
Party	Defendant Leander Lodi
Correspondence Address	SCOTT W KELLEY KELLEY & KELLEY LLP 6320 CANOGA AVENUE, SUITE 1650 WOODLAND HILLS, CA 91367 UNITED STATES scott@KelleyLegal.com
Submission	Other Motions/Papers
Filer's Name	Michael A. DiNardo
Filer's e-mail	Mike@Kelly-KelleyLaw.com, nancy@kelly-kelleylaw.com
Signature	/Michael A. DiNardo/
Date	10/01/2013
Attachments	Notice of Recordation of Assignment.pdf(1035658 bytes)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the matter of May 14, 2012

U.S. Trademark Registration No. 1,962,898 Cancellation No. 92055426
For the mark AMERICAN MUSCLE
Registered on the Principal Register on March 19, 1996

Run It Consulting, LLC, Petitioner,
vs.
Augusto Lodi, Registrant.

NOTICE OF RECORDATION OF ASSIGNMENT

Trademark Trial and Appeal Board
Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

Commissioner:

Registrant hereby notifies the Trademark Trial and Appeal Board ("TTAB") and Petitioner that ownership of the United States Registration No. 1,962,898 passed from the former Registrant Augusto Lodi to the current Registrant Leander Lodi following the passing of the former Registrant. Submitted herewith as Exhibit 1 is a copy of the Assignment and related documents affecting this transfer. The Assignment and related documents have been recorded with the Assignment Division of the United States Patent and Trademark Office as of May 11, 2012.

Respectfully submitted this 14th day of May, 2012

KELLY & KELLEY, LLP

/Scott W. Kelley/

Scott W. Kelley
Attorney for Registrant

SWK:cw
6320 Canoga Avenue, Suite 1650
Woodland Hills, California 91367
(818) 347-7900

TRADEMARK ASSIGNMENT

WHEREAS, **AUGUSTO LODI**, of Altadena, California, as indicated on the records of the U.S. Patent and Trademark Office, owns the U.S. Trademark Registration identified as follows:

1. U.S. Trademark Registration No. 1,962,898 registered March 19, 1996 for the mark **AMERICAN MUSCLE**.

WHEREAS, **LEANDER LODI**, a citizen of the United States, residing at 3012 N. Grandeur Ave. Altadena, CA 91001, is desirous of acquiring the above-identified U.S. Trademark Registration, together with all associated good will.

WHEREAS, **AUGUSTO LODI** is now deceased and has left all his estate, through his will and trust, to **LEANDER LODI**, as sole beneficiary and trustee. See attached Declaration of Ownership and Exhibits.

NOW, THEREFORE, **LEANDER LODI**, acting as sole beneficiary and trustee in the estate of **AUGUSTO LODI**, transfers to **LEANDER LODI**, an individual, all right, title and interest in and to the above-identified trademark registration and all good will of the business symbolized by this mark.

The Commissioner of Patents and Trademarks is requested to record this Assignment in the files of the U.S. Patent and Trademark Office and return it to the attorneys of record:

Scott W. Kelley
KELLY & KELLEY, LLP
6320 Canoga Avenue
Suite 1650
Woodland Hills, California 91367

Date: May 11, 2012

LEANDER LODI

EXHIBIT 1

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On 5/11, 2012, before me, Lindsey Mansis, a Notary Public in and for said State, personally appeared **LEANDER LODI**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument is the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LINDSEY MANSIS
Commission # 1888133
Notary Public - California
Los Angeles County
My Comm. Expires May 2, 2014

NOTARY PUBLIC

(seal)

LODI-54420
ASSIGNMENT

EXHIBIT 1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the matter of: Run It Consulting, LLC Petitioner, v. Augusto Lodi Registrant.	Petition for Cancellation Cancellation No. 92055426 Trademark Registration No. 1,962,898 For the mark: **AMERICAN MUSCLE** Date registered: March 19, 1996

DECLARATION OF OWNERSHIP

I, Leander Lodi, declare as follows:

1. I was born November 3, 1955.
2. I am a resident of California and reside at 3012 N. Grandeur Ave. Altadena, CA 91001.
3. I am the son and only child of Registrant, Augusto Lodi and his wife Charlotte Lodi.
4. Charlotte Lodi passed away on October 8, 2004.
5. Registrant Augusto Lodi passed away on August 7, 2006.
6. I am the sole heir and successor of Registrant Augusto Lodi.
7. I am entitled to ownership of Trademark Registration No. 1,962,898 for the mark AMERICAN MUSCLE. This is supported by the attached exhibits.
8. Exhibit A is a photocopy of the California Driver License No. N0733483 for Leander Lodi.

9. Exhibit B is a photocopy of the Certificate of Death for Charlotte Lodi, issued October 21, 2004.

10. Exhibit C is a photocopy of the Certificate of Death for Augusto Antonini Lodi, issued August 11, 2006.

11. Exhibit D is the Last Will and Testament of Augusto Lodi. This will establishes that Leander Lodi is the only child of Augusto and Charlotte Lodi (see paragraph FIRST, page 1), that Leander Lodi is Executor in light of Charlotte Lodi's death (see paragraph SECOND, page 1), and that all separate property of Augusto Lodi, along with the residue of his estate at the time of his death, is to be distributed under the terms of his revocable trust (see paragraphs FOURTH, FIFTH, SIXTH, pages 1-2. Also see Exhibit E).

12. Exhibit E is The Augusto Lodi and Charlotte Lodi Revocable Trust of 2000. The trust property includes all the community and separate property of both Augusto and Charlotte Lodi. (See Article I: Trust Property, page 1) The trust provides that upon the death of both Augusto and Charlotte Lodi, the successor trustee shall be Leander Lodi. (Article XII: Trustees and Successors, sub-paragraph A, page 16) The trust also establishes that upon the death of the Surviving Spouse, the sole beneficiary under the trust is Leander Lodi. (See Article VI: Dispositive Provisions After Death of Surviving Spouse, sub-paragraph B: Distribution of Gifts, page 8) Thus, as Augusto and Charlotte Lodi are deceased, Leander Lodi is both the Trustee of Augusto and Charlotte Lodi's trust, as well as the sole beneficiary.

Pursuant to 37 C.F.R. § 2.20, the undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.

Dated: 5-4, 2012

Leander Lodi

EXHIBIT A

NOT INCLUDED

CONTAINS CONFIDENTIAL INFORMATION

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

CERTIFICATE OF DEATH

STATE OF CALIFORNIA
USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS
SS-11 (REV. 1/98)

STATE FILE NUMBER | LOCAL REGISTRATION NUMBER

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT — FIRST (Given): CHARLOTTE
2. MIDDLE: –
3. LAST (Family): LODI
AKA. ALSO KNOWN AS — Include full AKA (FIRST, MIDDLE, LAST): –
4. DATE OF BIRTH mm/dd/yyyy: 04/14/1914
5. AGE Yrs.: 90
6. SEX: F
8. BIRTH STATE/FOREIGN COUNTRY: GERMANY
10. SOCIAL SECURITY NUMBER: 571-62-2210
11. EVER IN U.S. ARMED FORCES? YES [ ] NO [X] UNK [ ]
12. MARITAL STATUS (at Time of Death): MARRIED
7. DATE OF DEATH mm/dd/yyyy: 10/06/2004
4. HOUR (24 Hours): 1840
13. EDUCATION — Highest Level/Degree (see instructions on back): 16
14/15. WAS DECEDENT SPANISH/HISPANIC/LATINO? (If yes, see instructions on back.) YES [ ] NO [X]
16. DECEDENT'S RACE — Up to 2 races may be listed (see instructions on back): WHITE
17. USUAL OCCUPATION — Type of work for most of life. DO NOT USE RETIRED: DOCTOR
18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, steel construction, employment agency, etc.): MEDICAL
19. YEARS IN OCCUPATION: 40

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE (Street and number or location): 3012 N. GANDREW AVE.
21. CITY: ALTADENA
22. COUNTY/PROVINCE: LOS ANGELES
23. ZIP CODE: 91001
24. YEARS IN COUNTY: 43
25. STATE/FOREIGN COUNTRY: CA

WHO SUPPLIED

26. INFORMANT'S NAME, RELATIONSHIP: LEANDER LODI,
27. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP): 3012 N. GANDREW AVE. ALTADENA, CA 91001

SPOUSE AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE — FIRST: AUGUSTO
29. MIDDLE: –
30. LAST (Maiden Name): LODI
31. NAME OF FATHER — FIRST: PAUL
32. MIDDLE: –
33. LAST: FISCHER
34. BIRTH STATE: GERMANY
35. NAME OF MOTHER — FIRST: HELENA
36. MIDDLE: –
37. LAST (Maiden): RUDOLPH
38. BIRTH STATE: GERMANY

FUNERAL DIRECTOR/LOCAL REGISTRAR

39. DISPOSITION DATE mm/dd/yyyy: 10/08/2004
40. PLACE OF FINAL DISPOSITION: RES. OF LEANDER LODI 3012 N. GANDREW AVE. ALTADENA, CA 91001
41. TYPE OF DISPOSITION: CR/RES
42. SIGNATURE OF EMBALMER: NOT EMBALMED
43. LICENSE NUMBER: –
44. NAME OF FUNERAL ESTABLISHMENT: GUERRA & GUTIERREZ MORTUARY
45. LICENSE NUMBER: FD-28
46. SIGNATURE OF LOCAL REGISTRAR: Thomas L Cylkowski
47. DATE mm/dd/yyyy: 10/08/2004

PLACE OF DEATH

101. PLACE OF DEATH: ARCADIA METHODIST HOSPITAL
102. IF HOSPITAL, SPECIFY ONE: [X] IP [ ] BPOP [ ] OOH
103. IF OTHER THAN HOSPITAL, SPECIFY ONE: [ ] Hospice [ ] Nursing Home/LTC [ ] Decedent's Home [ ] Other
104. COUNTY: LOS ANGELES
105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location): 300 W. HUNTINGTON DR.
106. CITY: ARCADIA

CAUSE OF DEATH

107. CAUSE OF DEATH — Enter the chain of events — diseases, injuries, or complications — that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.

IMMEDIATE CAUSE (Final disease or condition resulting in death) (a) → PNEUMONIA
Time Interval Between Onset and Death: (a) 2 WKS
(b)
(c)
(d)
Underlying Cause (Disease or injury that initiated the events resulting in death) LAST: (d)

108. DEATH REPORTED TO CORONER? YES [ ] NO [X]
109. BIOPSY PERFORMED? YES [ ] NO [X]
110. AUTOPSY PERFORMED? YES [ ] NO [X]
111. USED IN DETERMINING CAUSE? YES [ ] NO [X]

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107: CONGESTIVE HEART FAILURE
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN 107 OR 112? (If yes, list type of operation and date.): NO
114. IF FEMALE, PREGNANT IN LAST YEAR? YES [ ] NO [X] UNK [ ]

PHYSICIAN'S CERTIFICATION

115. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.
Decedent Attended Since (a) 05/03/2002
Decedent Last Seen Alive (a) 10/06/2004
116. SIGNATURE AND TITLE OF CERTIFIER: Eric H. Chwa, MD
117. LICENSE NUMBER: A49506
118. DATE mm/dd/yyyy: 10/07/2004
119. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE: ERIC CHWA MD. 632 W.DUARTE RD. #180 ARCADIA, CA 91007

CORONER'S USE ONLY

120. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.
MANNER OF DEATH: [ ] Natural [ ] Accident [ ] Homicide [ ] Suicide [ ] Pending Investigation [ ] Could not be Determined
121. INJURED AT WORK? YES [ ] NO [ ] UNK [ ]
122. INJURY DATE mm/dd/yyyy:
123. HOUR (24 Hours):
123. PLACE OF INJURY (e.g., home, construction site, industrial place, etc.):
124. DESCRIBE HOW INJURY OCCURRED (Describe activity which resulted in injury):
125. LOCATION OF INJURY (Street and number, or location, and city, and ZIP):
126. SIGNATURE OF CORONER / DEPUTY CORONER:
127. DATE mm/dd/yyyy:
128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER:

160096285

STATE REGISTRAR: A | B | C | D | E
FAX AUTH. #: 162-352
CENSUS TRACT:

This is a true certified copy of the record filed in the County of Los Angeles Department of Health Services if it bears the Registrar's signature in purple ink.

Thomas L Cylkowski ISSUED 223 OCT 21 2004

Director of Health Services and Registrar

EXHIBIT B

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

CERTIFICATE OF DEATH

STATE OF CALIFORNIA

(SEE BLACK INK ONLY - NO PENCILS, BRIEFCOUTS OR ALTERATIONS)

STATE FILE NUMBER | LOCAL REGISTRATION NUMBER

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT - FIRST: AUGUSTO
2. MIDDLE: ANTONINI
3. LAST (Family): LODI

AKA, ALSO KNOWN AS - Include full AKA (FIRST, MIDDLE, LAST): –

4. DATE OF BIRTH (mm/dd/ccyy): 09/05/1928
5. AGE (Yrs.): 77
6. IF UNDER ONE YEAR: Months / Days
7. IF UNDER 24 HOURS: Hours / Minutes
8. SEX: M
9. BIRTH STATE/FOREIGN COUNTRY: ITALY
10. SOCIAL SECURITY NUMBER: 571-62-2209
11. EVER IN U.S. ARMED FORCES? YES [ ] NO [X] UNK [ ]
12. MARITAL STATUS/REG.* at Time of Death: WIDOWED
13. EDUCATION - Highest Level Completed (see instruction on back): BACHELOR'S
14/15. WAS DECEDENT HISPANIC/LATINO/SPANISH? (If yes, see instruction on back) YES [ ] NO [X]
16. DECEDENT'S RACE - Up to 3 races may be listed (see instruction on back): ITALIAN
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED: ARCHITECT
18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.): ART GALLERY
19. YEARS IN OCCUPATION: UNK

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE (Street and number, or location): 3012 N. GRANDEUR AVE.
21. CITY: ALTADENA
22. COUNTY/PROVINCE: LOS ANGELES
23. ZIP CODE: 91001
24. YEARS IN COUNTY: UNK
25. STATE/PROVINCE/COUNTRY: CA

INFORMANT

26. INFORMANT'S NAME, RELATIONSHIP: LEANDER A. LODI, SON
27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip): 3012 N. GRANDEUR AVE. ALTADENA, CA 91001

SPOUSE/RDP AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE/RDP - FIRST: –
29. MIDDLE: –
30. LAST (BIRTH NAME): –
31. NAME OF FATHER/PARENT - FIRST: ALBERTO
32. MIDDLE: –
33. LAST: LODI
34. BIRTH STATE: ITALY
35. NAME OF MOTHER/PARENT - FIRST: ALTEA
36. MIDDLE: –
37. LAST (BIRTH NAME): UNK
38. BIRTH STATE: ITALY

FUNERAL DIRECTOR/LOCAL REGISTRAR

39. DISPOSITION DATE (mm/dd/ccyy): 08/07/2006
40. PLACE OF FINAL DISPOSITION: RES. OF LEANDER A. LODI, SON 3012 N. GRANDEUR AVE. ALTADENA, CA 91001
41. TYPE OF DISPOSITION(s): CR/RES
42. SIGNATURE OF EMBALMER: NOT EMBALMED
43. LICENSE NUMBER: –
44. NAME OF FUNERAL ESTABLISHMENT: GUERRA & GUTIERREZ MORTUARY
45. LICENSE NUMBER: FD-28
46. SIGNATURE OF LOCAL REGISTRAR: Jonathan E. Fielding MD MPH
47. DATE (mm/dd/ccyy): 08/07/2006

PLACE OF DEATH

51. PLACE OF DEATH: RESIDENCE
102. IF HOSPITAL, SPECIFY ONE: IP [ ] ER/EP [ ] DOA [ ]
103. IF OTHER THAN HOSPITAL, SPECIFY ONE: Hospice [ ] Nursing Home/LTC [ ] Residence [X] Other [ ]
104. COUNTY: LOS ANGELES
105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location): 3012 N. GRANDEUR
106. CITY: ALTADENA

CAUSE OF DEATH

107. CAUSE OF DEATH — Enter the chain of events — diseases, injuries, or complications — that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.

IMMEDIATE CAUSE (a) (Final disease or condition resulting in death) → ADVANCED ISCHEMIC CARDIOMYOPATHY — (a) 5 YRS

(b)

Sequentially, list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST (c)

(d)

Time interval between Onset and Death

108. DEATH REPORTED TO CORONER? YES [ ] NO [X]
109. BIOPSY PERFORMED? YES [ ] NO [X]
110. AUTOPSY PERFORMED? YES [ ] NO [X]
111. USED IN DETERMINING CAUSE? YES [ ] NO [X]

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107: NONE

113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date): NO

114A. IF FEMALE, PREGNANT IN LAST YEAR? YES [ ] NO [ ] UNK [ ]

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. Decedent Attended Since (a) mm/dd/ccyy; Decedent Last Seen Alive (b) mm/dd/ccyy: 06/24/2003 06/26/2006
115. SIGNATURE AND TITLE OF CERTIFIER: Eric Chwa, MD
116. LICENSE NUMBER: A49506
117. DATE (mm/dd/ccyy): 07/18/2006
118. TYPE/PRINT PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE: ERIC CHWA MD., 632 W. DUARTE RD. #180 ARCADIA, CA 91007

CORONER'S USE ONLY

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. MANNER OF DEATH: Natural [ ] Accident [ ] Homicide [ ] Suicide [ ] Pending Investigation [ ] Could not be determined [ ]
120. INJURED AT WORK? YES [ ] NO [ ] UNK [ ]
121. INJURY DATE (mm/dd/ccyy)
122. HOUR (24 Hours)
123. PLACE OF INJURY (e.g. home, construction site, wooded area, etc.)
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)
125. LOCATION OF INJURY (Street and number, or location, and city, and zip)
126. SIGNATURE OF CORONER / DEPUTY CORONER
127. DATE (mm/dd/ccyy)
128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER

STATE REGISTRAR

A | B | C | D | E

FAX AUTH.# 162-2784

Registrar's File # 05855

This is a true certified copy of the record filed in the County of Los Angeles Department of Health Services if it bears the Registrar's signature in purple ink.

Jonathan E. Fielding MD MPH — AUG 11 2006

DATE ISSUED

Director of Health Services and Registrar

EXHIBIT C

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Last Will and Testament
of
Augusto Lodi

I, Augusto Lodi, a resident of the County of los Angeles, State of California, do make and declare this to be my Will, and I revoke all my prior Wills and Codicils.

FIRST: Declaration Concerning Family. I declare that I am married and that my wife's name is Charlotte Lodi. There is one child of my marriage to Charlotte, namely Leander Lodi, born, November 3, 1955.

SECOND: Nomination and Appointment of Executor. I hereby nominate and appoint Charlotte Lodi to be my Executor hereunder, to serve without bond. In the event my nominee fails to become or at any time ceases to be the duly appointed and acting Executor hereunder, I nominate Leander Lodi as Executor, to serve without bond. The term "Executor" as used herein shall apply regardless of gender.

THIRD: Last Illness and Funeral Expenses; Powers of Executor. I direct my Executor to pay my last illness and funeral expenses. I authorize my Executor to receive and retain any of my property; to sell, at public or private sale, encumber or lease any property of my estate without notice, at such prices and upon such terms as he deems best, and without the giving of any bond, subject, however, to such confirmation as may be required by law; to hold, manage and operate such property; to continue the operation of any business of my estate, alone or in partnership with others, for such times and in such manner as deemed advisable, or to sell or liquidate such business, and any such operation, sale or liquidation shall be at the risk of my estate and without liability on my Executor for any losses resulting therefrom; to invest and reinvest surplus moneys in such investments as he deems advisable; to determine what is principal and what is income of my estate and to allocate and charge to either principal or income any debts, taxes and expenses of administration.

FOURTH: Disposition of All Property; Exercise of Power of Appointment. It is my intention by this Will to dispose of my separate property, if any, and also my share of the community property of my wife, Charlotte Lodi, and myself. I do not intend hereby to exercise any power of appointment which I may have arising from that Trust Agreement described in Paragraph SIXTH.

FIFTH: Disposition of Personal Effects. Except as provided in any written instructions to my Executor regarding the disposition of personal effects, I give any interest I may have in all personal automobiles, clothing, jewelry, china, silver, books, pictures and other works of art, household furniture and furnishings and all other items of domestic, household or personal use to my wife, if she survives me. If my wife fails to so survive me, I give such property to the Trustee of that Trust Agreement described in Paragraph SIXTH. The bequests made by this paragraph shall be free and clear of estate and inheritance taxes, which I direct my Executor to charge against the residue of my estate.

SIXTH: Disposition of Residue of Estate.

(1) All the rest, residue and remainder of my estate, both real and personal, including the works of Art of the Lodi Art Gallery and of whatever kind and wherever situated, including all of my separate property, if any, and my share of the community property of my wife and myself, I give, devise and bequeath to the individual or bank then acting as Trustee under that certain Trust Agreement designated as The Augusto Lodi and Charlotte Lodi Trust Agreement of 2000, signed earlier this day and bearing the same date as this Will, of which my wife and I are the Co-Trustors

EXHIBIT D

and the Co-Trustees, to be combined with the other assets of the trust and held, administered and distributed as a part of that trust, according to the terms thereof and any amendments made to it prior to my death. It is my intent, if it be permissible, not to create a separate trust by this Will and not to subject The Augusto Lodi and Charlotte Lodi Trust Agreement of 2000 or the property added to it by this Subparagraph (1) to the jurisdiction of the probate court.

(2) If for any reason the disposition in Subparagraph (1) is not operative or is invalid, or if the trust referred to in Subparagraph (1) fails or has been revoked, then I give the rest, residue and remainder of my estate, including my share of our community property, to the individual or bank which would have been Trustee of such trust had such trust been operative, valid and unrevoked at my death, to be held, administered and distributed under the terms and conditions of The Augusto Lodi and Charlotte Lodi Trust Agreement of 2000, signed earlier this day and bearing the same date as this Will, which trust is incorporated herein by reference.

(3) Anything else herein to the contrary notwithstanding, should any portion of such trust be terminable upon my death, the disposition made in this Paragraph SIXTH shall be made directly to the beneficiaries for whom the outright distribution from the trust shall be made, and the remainder which will remain in such trust, if any, shall pass into such trust under the provisions of Paragraph SIXTH (1) or (2), as the case may be.

(4) Should the Trustee of that trust described in Paragraph SIXTH (1) and (2) elect not to pay any or all of the estate, gift or inheritance taxes from such trust, then, to the extent they are not so paid, all taxes levied by the United States or any state, district, territory or possession thereof upon or because of any property passing under this Will or any Codicil thereto or by reason of any transfer or gift made by me during my lifetime or at my death, or which may be imposed by reason of my death, or the acquisition of property by any person upon my death by succession, inheritance, survivorship or otherwise, shall be paid out of the residue of my estate as an expense of administration. My Executor is authorized to accept any distributions from the Trustee of that trust described in Paragraph SIXTH (1) or (2) for purpose of such payment.

SEVENTH: Omitted Heirs; Will Contests. Except as otherwise specified in this Will, I have intentionally and with full knowledge omitted to provide for my heirs at the time of my death. If any beneficiary under this Will or heir at law of mine or person claiming through any of them shall contest or otherwise challenge the validity of this Will or attack any of its provisions or the trust described in Paragraph SIXTH herein, directly or indirectly, any share or interest in my estate given to such person under this Will is hereby revoked, and such share or interest shall be distributed in the same manner provided herein as if such person had predeceased me.

EIGHTH: Partial Invalidity. Should any part, clause, provision or condition of this Will be held to be void, invalid or inoperative, then I direct that such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.

IN WITNESS WHEREOF, I have signed and subscribed my name to this Will this 10th day of APRIL, 2000.

AUGUSTO LODI

The testator declared to us, the undersigned, that this instrument, consisting of three (3)

EXHIBIT D

pages, including the page signed by us as witnesses, was the testator's will.

The testator then signed this will in our presence, all of us being present at the same time.

The testator appears to us to be over eighteen (18) years of age and of sound mind, and we have no knowledge of any facts indicating that this instrument or any part of it was procured by duress, menace, fraud, or undue influence.

We understand that this instrument is the testator's will, and we now subscribe our names as witnesses.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

WITNESS:

A. G. Hargraves

WITNESS:

EXHIBIT D

The Augusto Lodi and Charlotte Lodi Revocable Trust of 2000

THIS TRUST AGREEMENT made this 10 day of April, 2000, between Augusto Lodi and Charlotte Lodi, Husband and Wife, of the County of Los Angeles, State of California, herein designated as Co-Trustors, and Augusto Lodi and Charlotte Lodi, herein designated as Co-Trustees. The term "Trustee" shall include Co-Trustees.

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE I

Trust Property

A. Original Trust Estate. The Co-Trustors hereby transfer to the Trustee, without consideration from the Trustee, the sum of one hundred dollars ($100.00), receipt of which is hereby acknowledged, upon the conditions herein provided.

B. Name of Trust. The name of this trust is *The Augusto Lodi and Charlotte Lodi Revocable Trust of 2000.*

C. Nature of Property. All community property transferred to the Trustee and the proceeds thereof shall be known as the community property of the Settlers after its transfer in accordance with California Family Code Section761. All separate property transferred to the Trustee and the proceeds thereof shall be known as the separate property of the transferring Settlor and shall remain such Settlor's separate property. The Trustee shall segregate the community property thereof. For convenience, the Trustee may elect to allocate the community estate and the separate estate of Settlors, if any, to separate trusts hereunder, which may be known as "THE LODI COMMUNITY PROPERTY TRUST ", THE AUGUSTO LODI SEPARATE PROPERTY TRUST" and the "CHARLOTTE LODI SEPARATE PROPERTY TRUST", respectively.

D. Additions to Trust Estate. Additional property may be added to the trust estate at any time by the Co-Trustors or either of them, or by any person or persons, by inter vivos or testamentary transfer. Such additions and title to any property so added may be, but need not be, evidenced by amendment to this agreement or by schedule, deed, assignment, or other writings transferring property to the Trustee. All such original and additional property is referred to herein collectively as the trust estate and shall be held, managed and distributed as herein provided.

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ARTICLE II

Co-Trustors' Rights During Joint Lifetimes

A. Amendment. While both Co-Trustors are living and competent, this trust may be altered or amended by written instrument signed by both Co-Trustors and filed with the Trustee.

B. Revocation. While both Co-Trustors are living, either Co-Trustor may revoke this trust in whole or in part and restore to Co-Trustors their respective rights of testamentary disposition by written instrument filed with the other Co-Trustor and the Trustee. By way of construction, Co-Trustors intend that the character of all property transferred to the trust which has an original source as community property shall remain community property. Any joint tenancy property owned by the Co-Trustors which was originally acquired out of community property assets and transferred to this trust shall be construed as community property as defined herein. Separate property and quasi-community property shall retain their original character as separate or quasi-community property. Either Co-Trustor may withdraw his or her separate or quasi-community property without the consent or concurrence of the other Co-Trustor.

C. Conservatorship or Guardianship. In the event that either Co-Trustor shall be legally declared a Conservatee or a Ward of the court, and the income from the trust shall be insufficient to provide for the proper health, support and maintenance of such Co- Trustor, the Conservator or Guardian of such Co-Trustor shall have the right, with the approval of the appropriate court, to invade the trust for the benefit of such Co-Trustor to the extent that such Co-Trustor could have invaded the trust had such Co-Trustor not been, at that time, subject to a Conservatorship or Guardianship. The powers of the Co-Trustors to revoke or amend this trust are personal to them and shall not be exercisable in their behalf by any Conservator or Guardian or other person, except that revocation or amendment may be authorized, after notice to the Trustee, by the court that appointed the Conservator or Guardian.

D. Investment of Trust Estate. While both are living and competent, the Co-Trustors may, at any time or times, direct the Trustee in writing to invest the trust estate in specific securities, properties or investments, to retain as part of the trust estate any securities, properties or investments for such length of time as such directions may provide, or to sell, encumber, lease, manage, control or dispose of any property of the trust estate. The Trustee shall not be liable for any loss sustained or incurred by reason of compliance by such Trustee with any such written directions of the Co-Trustors.

E. Character of Property. Regardless of the location of such property, any personal property transferred to this trust shall remain personal property, and any real property transferred to this trust shall remain real property.

EXHIBIT E

ARTICLE III

Irrevocable Provisions

Upon the death of the first Co-Trustor to die, hereinafter called the "Deceased Spouse", the then surviving Co-Trustor, hereinafter called the "Surviving Spouse", shall have the power to amend, revoke and/or terminate TRUST A (the marital deduction trust) only, and TRUST B (the exemption equivalent trust) and TRUST C (the QTIP trust), hereinafter established, may not be amended, revoked or terminated. On revocation of TRUST A, all of its assets shall be delivered to the Surviving Spouse. Revocation and amendment shall be made by written instrument filed with the Trustee.

ARTICLE IV

Dispositive Provisions During Joint Lifetimes

A. Payment of Expenses. The Trustee shall pay or reserve sufficient funds to pay all expenses incident to the establishment, management and administration of the trust estate, including the compensation of the Trustee, all or any part of which may, in the discretion of the Trustee, be charged either to income or principal of the trust estate. The remaining income shall be and is hereinafter referred to as "net income".

B. Distribution of Income and Principal of Community Estate. During the joint lifetimes of the Co-Trustors, the Trustee shall pay to the Co-Trustors, or shall apply for the Co-Trustors' benefit, the net income of the community estate in quarter-annual or more frequent intervals. If the Trustee considers the net income insufficient, the Trustee shall pay to the Co-Trustors or apply for the benefit of the Co-Trustors as much of the principal of the community estate as is necessary, in the Trustee's discretion, for the Co-Trustors' proper health, education, support, maintenance, comfort and welfare, in accordance with their accustomed manner of living at the date of this instrument. The Co-Trustors shall have the same duty to use community income and principal received under this instrument for the benefit of Co-Trustors as they have with respect to any other community property.

C. Distribution of Income and Principal of Separate and Quasi-Community Estate. During the joint lifetimes of the Co- Trustors, the Trustee shall pay to or apply for the benefit of the Co-Trustor whose separate or quasi-community property was transferred to the trust the net income of that Co-Trustor's separate or quasi-community estate in quarter-annual or more frequent intervals. Similarly, if the Trustee considers the net income of the separate or quasi-community property insufficient, it shall pay to or apply for the benefit of the Co-Trustor whose separate or quasi- community property was transferred to the trust as much of the principal of that Co-Trustor's separate or quasi-community estate as is necessary, in the Trustee's discretion, for the proper health, education, support, maintenance, comfort and welfare of that Co-Trustor in accordance with his or her accustomed manner of living at the date of this instrument. Unless otherwise agreed by the Co-Trustors, quasi-community property shall, for these purposes, be treated as the separate property of the spouse whose labors gave rise to such property.

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D. Liberal Exercise of Power of Invasion. The Trustee shall exercise in a liberal manner the power to invade principal contained in Subparagraphs B and C of this ARTICLE IV.

ARTICLE V

Dispositive Provisions After Death of Deceased Spouse

A. Division at Death of Deceased Spouse. Upon the death of the Deceased Spouse, the Trustee shall divide the trust estate, including any additions made to the trust by reason of the Deceased Spouse's death, such as from the Deceased Spouse's Will or life insurance policies on the Deceased Spouse's life, into three (3) separate trusts, designated as TRUST A, TRUST B and TRUST C. The date of allocation may be no later than six (6) months from the date of death of the Deceased Spouse.

1. TRUST A Assets. There shall be placed in TRUST A the Surviving Spouse's interest in the Co-Trustors' community and quasi-community estate and the Surviving Spouse's separate estate, if any, included in or added to the trust estate in any manner, including any undistributed or accrued income on such interest.

2. TRUST B Assets. There shall be placed in TRUST B that amount of the Deceased Spouse's interest in the community, quasi-community and separate property included in the trust estate which, after taking into account all allowable deductions and all allowable credits, other than the unified credit against federal estate tax, equals the exemption equivalent of the unified credit against federal estate tax, as defined in Section 2010 of the Internal Revenue Code of 1986, as amended, which is in effect at the date of death of the Deceased Spouse. If the Deceased Spouse's said interest in the trust estate is less than such exemption equivalent amount, then the Deceased Spouse's entire said interest shall be placed in TRUST B. The assets placed in TRUST B shall not be subject to an election to be treated as qualified terminable interest property and no person shall have any power to make such an election.

3. TRUST C Assets. There shall be placed in TRUST C the balance, if any, of the Deceased Spouse's interest in community, quasi-community and separate property included in the trust estate. It is the Co-Trustors' intention to have the assets distributed to TRUST C qualify for the federal unlimited marital deduction as qualified terminable interest property under Section 2056 of the Internal Revenue Code of 1986, as amended, and the regulations pertaining thereto. In no event shall the Trustee take any action or have any power, including a delay in the date of allocation of trust assets in TRUST A, TRUST B or TRUST C that will impair such qualification. All provisions regarding TRUST C shall be interpreted to conform to this primary objective and the Trustee shall take any action, either alone or in conjunction with the Executor of the Will of either Co-Trustor, to carry out such objective; provided, however, that such election shall be made only in the Trustee's discretion, and nothing herein shall be construed to require that such an election be made.

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4. Distribution of Assets into Trusts. The Trustee shall designate, in its sole discretion, the assets which shall constitute each trust. The Trustee shall satisfy the amounts determined to be distributed to each trust in cash or in kind, or partly in cash and partly in kind, and the assets allocated in kind shall be determined to satisfy the amounts on the basis of their value at the date or dates of distribution to the respective trusts. The power of the Trustee to make distributions in kind shall include the power to make non-pro rata distributions in kind without regard to the income tax basis of assets so distributed. However, no allocation of assets shall be made to TRUST A which do not qualify for the marital deduction.

5. Vested Interest. Regardless of the date of allocation of assets into TRUST A, TRUST B and TRUST C by the Trustee, the interest of the Surviving Spouse in each trust shall be vested immediately upon the death of the Deceased Spouse and the Surviving Spouse shall be immediately entitled to such income from the trusts as is hereinafter set forth and may appoint his or her TRUST A share as provided in ARTICLE V B.

6. Payment of Debts of Deceased Spouse. On the death of the Deceased Spouse, the Trustee may, in the Trustee's discretion, pay, out of the trust, debts of the Deceased Spouse; the estate and inheritance taxes, including interest and penalties, arising because of the Deceased Spouse's death; the last illness and funeral expenses of the Deceased Spouse; attorneys' fees and other costs incurred in administering the Deceased Spouse's estate. The Trustee may pay any such taxes directly or, alternatively, in the sole discretion of the Trustee, distribute such sums to the Executor as shall be necessary to pay all or any portion of such taxes. Should the Trustee elect to make any payments of expenses or debts of the Deceased Spouse, the Trustee may not pay the separate or community debts or expenses of the Deceased Spouse from the separate property of the Surviving Spouse.

B. TRUST A.

1. Distribution of Income and Principal. During the life of the Surviving Spouse, the Trustee shall pay to or apply for the benefit of such Surviving Spouse the entire net income of the trust in quarter-annual or more frequent intervals. Additionally, the Trustee may distribute such portion of the principal of TRUST A, up to and including the whole thereof, as the Trustee deems to be in the best interest of the Surviving Spouse.

2. Appointment Exercisable During Life. During the life of the Surviving Spouse, such Surviving Spouse may, by a written instrument filed with the Trustee and signed by the Surviving Spouse, direct the Trustee to distribute any amount of income and/or principal of TRUST A, up to and including the whole thereof, to himself or herself, or to his or her estate, his or her creditors, or the creditors of his or her estate, or to any other individual designated by such Surviving Spouse.

3. Appointment Exercisable at Death. Upon the death of the Surviving Spouse, the Trustee shall distribute the principal of TRUST A and any accrued or undistributed net income thereon to such person or persons, including the estate, the creditors, or the creditors of

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the estate of the Surviving Spouse, outright or in trust, or upon such conditions and estates, and with such powers, in such manner and at such time or times, as appointed and directed by the last unrevoked written instrument executed by the Surviving Spouse and on file with the Trustee at the date of death of the Surviving Spouse or, if no such written instrument exists, as appointed and directed by such Surviving Spouse's Last Will, with such Will specifically referring to this power of appointment. Unless within ninety (90) days after the death of the Surviving Spouse the Trustee has actual notice of the existence of such a written instrument or Will, it shall be deemed for all purposes hereunder that such power of appointment was not exercised (but the provisions of this paragraph shall not affect any right which an appointee or beneficiary in default of appointment may have against any distributee).

4. Distribution of TRUST A in Lieu of Appointment. To the extent that the Surviving Spouse does not exercise this power of appointment, the principal of TRUST A and any accrued or undistributed net income thereon, after payment of any estate or inheritance taxes, debts and expenses, shall be added to and commingled with TRUST B and shall be held, administered and distributed, in whole or in part, as if it had been an original part of TRUST B.

5. Payment of Expenses of Surviving Spouse's Estate. After the death of the Surviving Spouse, the Trustee may, in the sole discretion of the Trustee, pay the estate and inheritance taxes and any debts and expenses of the Surviving Spouse from TRUST A.

C. TRUST B.

1. Distribution of Income. On the death of the Deceased Spouse, the Trustee shall pay to or apply for the benefit of the Surviving Spouse the net income of TRUST B in quarter-annual or more frequent intervals.

2. Invasion of Principal.

(a) In the event of any illness affecting the Surviving Spouse, or if such Surviving Spouse should be in need of funds for support in the standard of living to which he or she is accustomed at the date of the death of the Deceased Spouse, and if the income of this trust shall be deemed insufficient by the Trustee to provide for such reasonable health, support and maintenance as set forth herein, the Trustee may, as often as it deems necessary, pay to or apply for the use and benefit of such Surviving Spouse such part of the principal of TRUST B, up to and including the whole thereof, as is necessary for such reasonable health, support and maintenance.

(b) Additionally, the Trustee may pay to the Surviving Spouse such part of the principal of TRUST B as such Surviving Spouse shall request in writing from time to time; provided, however, that the amount distributed to such Surviving Spouse during a calendar year shall not exceed the greater of Five Thousand Dollars ($5,000.00) or Five Percent (5%) of

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the value of the trust, and such right of withdrawal shall not be cumulative, but shall lapse at the end of each calendar year not so exercised.

D. TRUST C.

1. Distribution of Income. On the death of the Deceased Spouse, the Trustee shall pay to or apply for the benefit of the Surviving Spouse the net income of TRUST C in quarter-annual or more frequent intervals.

2. Invasion of Principal.

(a) In the event of any illness affecting the Surviving Spouse, or if such Surviving Spouse should be in need of funds for support in the standard of living to which he or she is accustomed at the date of the death of the Deceased Spouse, and if the income of this trust shall be deemed insufficient by the Trustee to provide for such reasonable health, support and maintenance as set forth herein, the Trustee may, as often as it deems necessary, pay to or apply for the use and benefit of such Surviving Spouse such part of the principal of TRUST C, up to and including the whole thereof, as is necessary for such reasonable health, support and maintenance.

(b) Additionally, the Trustee may pay to the Surviving Spouse such part of the principal of TRUST C as such Surviving Spouse shall request in writing from time to time; provided, however, that the amount distributed to such Surviving Spouse during a calendar year shall not exceed the greater of Five Thousand Dollars ($5,000.00) or Five Percent (5%) of the value of the trust, and such right of withdrawal shall not be cumulative, but shall lapse at the end of each calendar year not so exercised.

3. Distribution of TRUST C. Upon the death of the Surviving spouse, the principal of TRUST C and any accrued or undistributed net income thereon shall be added to and commingled with TRUST B and shall be held, administered and distributed, in whole or in part, as if it had been an original part of TRUST B.

ARTICLE VI

Dispositive Provisions After Death of Surviving Spouse

A. Payment of Expenses. Upon the death of the Surviving Spouse, the Trustee shall pay or reserve sufficient funds to pay all expenses of management and administration of the trust estate, including the compensation of the Trustee and the attorney, all or any part of which shall be charged, in the Trustee's discretion, to income and/or principal of the trust estate. The remaining income shall be and is hereinafter referred to as "net income".

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B. Distribution of Gifts. The Trustee shall distribute gifts of trust property, subject to the provisions of ARTICLE VI E. hereinbelow, to beneficiaries as follows: Leander Lodi.

C. Distributions of Income and Principal.

1. The Trustee may pay to or apply for the benefit of each beneficiary for whom a trust is then held who has not yet attained the age of twenty-one (21) years as much of the net income of said trust as the Trustee shall determine to be in the best interest of and tending to promote the welfare of such beneficiary, after taking into consideration, to the extent the Trustee deems advisable, any other income or resources of such beneficiary. Any income not distributed shall be accumulated and added to and become part of the principal of said trust. After a beneficiary for whom a trust is then held attains the age of twenty-one (21) years, the Trustee shall pay to or apply for the benefit of such beneficiary the net income of said trust in convenient intervals not less frequently than quarter-annually.

2. If the Trustee deems the net income available hereunder not sufficient to provide for the reasonable health, support, maintenance and education of any beneficiary for whom a trust is then held, taking into consideration any other income and financial resources of such beneficiary, so far as known to the Trustee, it may, as often as it deems necessary, pay to or apply for the use and benefit of such beneficiary such part of the principal of the respective trust of such beneficiary, up to and including the whole thereof, as is necessary for the reasonable health, support, maintenance and education of such beneficiary.

3. The Trustee, in its discretion, may make net income or principal payments to a minor or a beneficiary under disability by making such payments to the guardian or conservator of his or her person, to a custodian under a Uniform Transfers to Minors Act or similar statute applicable in the State of California, or to any suitable person with whom he or she resides, or the Trustee may apply such payments directly for the beneficiary's benefit. The Trustee may make net income or principal payments directly to a minor child if, in the Trustee's discretion, such child is of sufficient maturity to manage such distribution.

4. Upon the death of a beneficiary for whom a trust is then held prior to final distribution to such beneficiary, if said decedent is survived by issue, that portion of such trust (including both principal and any accrued or undistributed income) which is not exempt from the generation-skipping transfer tax imposed by Chapter 13 of the Internal Revenue Code of 1986 (or any successor provisions) shall be distributed to such one or more persons or entities, including the decedent's estate, and on such terms and conditions, either outright or in trust, as the decedent shall have appointed by the last dated instrument delivered to the Trustee, including a Will (whether or not admitted to probate), specifically referring to and exercising this power of appointment. Any of such portion of the trust as is not appointed, together with that portion of the trust that is exempt from the generation-skipping transfer tax, shall be distributed according

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to the terms of ARTICLE VI D. hereinabove as though said beneficiary had predeceased the Surviving Spouse.

5. There need be no physical segregation or division of the various trust shares except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests

6. Subject to a possible retention of some or all of the assets of the trust estate by the Trustee pursuant to ARTICLE VIII S., whenever any beneficiary for whom a trust is then held shall have attained the age of 21 years, the Trustee shall distribute to such beneficiary, free of trust, the entire principal and accumulated income, if any, of his or her separate trust.

7. In the event that there shall be no surviving named beneficiaries, including issue as set forth herein, the trust shall terminate and the proceeds shall be distributed one-half (1/2) to the then surviving heirs at law of each Co-Trustor, as determined by the laws of intestate succession then existing in the State of California; excluding, however, any provision for distribution to the heirs of a predeceased spouse.

8. The term "issue", unless otherwise designated herein, shall include adopted "issue" of descendants and lineal descendants, both natural and legally adopted indefinitely. Such term shall specifically exclude individuals adopted out of the family of Co-Trustors or out of the family of a descendant of Co-Trustors. The word "living" shall include unborn persons in the period of gestation.

ARTICLE VII

Additional Dispositive Provisions

A. Discretionary Termination. If the value of the trust estate or of any segregated share held as a separate trust is determined by the Trustee to be valued at $20,000.00 or less, then such trust may, in the discretion of the Trustee, be terminated and the remainder of such trust shall be distributed to the person then entitled to the income therefrom.

B. Rule Against Perpetuities. Unless sooner terminated in the manner hereinbefore provided, each trust shall cease and terminate one day prior to twenty-one (21) years from the death of the Surviving Spouse or the death of the survivor of the named beneficiaries who are living at the date of death of the Deceased Spouse, whichever death shall last occur. Upon such termination, the entire trust estate, including principal and any accrued or undistributed net income thereon, shall be distributed to the persons for whom said trust estate is then held, in proportion to the trusts then held for such persons.

C. Spendthrift Provision. No beneficiary of this trust, other than a Co-Trustor, shall have any right to alienate, encumber or hypothecate his interest in the trust to claims of his

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creditors, or to render such interest liable to attachment, execution, or other process of law. The income of this trust shall not be pledged, assigned, transferred, sold or accelerated, anticipated or encumbered in any manner whatsoever by any beneficiary, nor shall any income of the trust be in any manner subject or liable in the hands of the Trustee for the debts, contracts or encroachments of any beneficiary or be subject to any assignments or any other voluntary or involuntary alienation or disposition whatsoever. If the creditor of any beneficiary, other than a Co-Trustor, who is entitled to any distributions from a trust established under this instrument shall attempt by any means to subject to the satisfaction of his claim such beneficiary's interest in distribution, then, notwithstanding any other provision herein, until the release of the writ of attachment or garnishment or other process, the distribution set aside for such beneficiary shall be disposed of as follows:

1. Distribution to Beneficiary. The Trustee shall pay to or apply for the benefit of such beneficiary such sums as the Trustee shall determine to be necessary for the reasonable health, education (including study at institutions of higher learning) and support of the beneficiary according to his or her accustomed mode of life.

2. Disposition of Excess. The portion of the distribution that the Trustee shall determine to be in excess of the amount necessary for such health, education (including study at institutions of higher learning) and support shall, in the Trustee's discretion, either be added to and become principal of the trust share of such beneficiary or be paid to or applied for the benefit of the other beneficiaries then entitled to receive payments from any trust established under this instrument, in proportion to their respective interests in the trust estate; or, if there be no other beneficiaries, the excess income may be paid to or applied for the benefit of the person or persons presumptively entitled to the next eventual interest, in proportion to their respective interests.

D. Simultaneous Death.

1. Co-Trustors. In the event that the Co-Trustors shall die simultaneously, or if there is insufficient evidence to establish that Co-Trustors died other than simultaneously, it is deemed that the spouse owning the greater share of the separate property in this trust or passing into this trust due to the death of the Co-Trustors, as defined for federal estate tax purposes, shall have predeceased the other Co-Trustor, notwithstanding any provision of law to the contrary, and the provisions of this trust shall be construed on such assumption. Should there be no separate property either in the trust or passing into trust after the Co- Trustors' deaths, all property shall pass as though the Wife shall have survived.

2. Surviving Spouse and Beneficiaries. If any beneficiary of the trust other than a Co-Trustor shall die simultaneously with the Surviving Spouse, or if there is insufficient evidence to establish that such beneficiary and the Surviving Spouse died other than simultaneously, it is hereby deemed that the Surviving Spouse shall have survived the beneficiary.

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ARTICLE VIII

Trustee's Powers

In addition to all other powers and discretions granted to or vested in the Trustee by law or by this instrument, the Trustee shall have full power to do everything it deems to be in the best interests of the beneficiaries of the trust, including, but not limited to, the following powers and discretions:

A. Power to Retain Trust Property and Comply with Existing Agreements. To continue to hold any property received in trust, including undivided interests in real property, and to operate any property or any business received in trust as long as the Trustee, in the Trustee's discretion, may deem advisable, notwithstanding the fact that any or all of the investments retained are of a character or size which, but for this express authority, would not be considered proper for the Trustee. In the event either Co-Trustor shall be a party to a Buy-Sell Agreement, Cross-Purchase Agreement, Stock Redemption Agreement, Option or any agreement providing for the disposition of such Co-Trustor's interest in property, whether such agreement has been executed by Co-Trustor individually or as Co-Trustee of this Trust Agreement, and which property is owned by the trust, then upon the death of such Co-Trustor, the then acting Trustee of this trust is hereby directed to transfer as much of Co-Trustor's interest in such property then held in the trust as is necessary to carry out the provisions of any such agreement and to execute all documents and take all further actions necessary or appropriate to carry out the terms of such agreement.

B. Power to Manage Trust Property. To manage, control, sell, convey, exchange, partition, divide, subdivide, improve and repair; to grant options and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the trust, for any purpose, including exploration for and removal of oil, gas and other minerals; to enter into oil, gas and mineral leases, assignments, farmouts, farmins and joint ventures; to purchase and sell gas, oil and mineral royalties, to create restrictions, easements, and other servitudes; to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust; to institute, compromise and defend actions and proceedings; to construct, alter or demolish any buildings; and to carry such insurance as the Trustee may deem advisable.

C. Power to Invest. To invest and reinvest the principal and to purchase or acquire therewith every kind of property, real or personal, and every kind of investment, specifically including, but not by way of limitation, commodities of every nature, corporate obligations of every kind, precious metals such as gold or silver, and stocks, preferred or common, and to buy stocks, bonds, commodities and similar investments on margin or other leveraged accounts and to short sell such accounts, and to buy, sell and write stock and other security options, and to enter into commercial partnership as a partner, limited or general, and to operate any business as a sole proprietor. To open, operate and maintain a securities brokerage account wherein any

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securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee may deem appropriate or useful.

D. Power to Retain Trust Property without Diversification. To retain, without liability for loss or depreciation resulting from such retention, original property, real or personal, at any time received by the Trustee, for such time as the Trustee shall deem best, even though such property may not be of the character prescribed by law or by the terms of this trust for the investment of trust funds, and although it may represent a large percentage of the total trust or estate property, and without being required to observe the principle of diversification of trust investments.

E. Power to Retain Unproductive Property. To retain uninvested all or any part of the trust estate from such time, and from time to time, as the Trustee may deem advisable; provided that unproductive property shall not be held as an asset of TRUST A for more than a reasonable time during the life of the Surviving Spouse without his or her consent.

F. Power to Borrow. To borrow money for any trust purpose upon such terms and conditions as the Trustee may deem proper, and to obligate the trust estate by mortgage, deed of trust, pledge, or otherwise, using such procedure to consummate the transaction as the Trustee may deem advisable and to pledge the assets of the trust estate to secure the guarantee by the Co-Trustors of the debts of third parties.

G. Power to Manage Securities. To have, respecting securities, all the rights, powers and privileges of an owner, including the power to pay assessments and other sums deemed by the Trustee necessary for the protection of the trust estate; to participate in voting trusts, pooling agreements, foreclosures, recapitalizations, reorganizations, consolidations, mergers, and liquidations, and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights, to accept and retain as an investment any securities or other property received through the exercise of the foregoing powers.

H. Power to Partition, Allot and Distribute. Upon any division or distribution of the trust estate, to partition, allot and distribute the trust estate in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee may deem necessary to make division or distribution. The power of the Trustee to make distributions in kind shall include the power to make non-pro rata distributions in kind without regard to the income tax basis of assets so distributed.

I. Power to Determine Principal and Income. Except as otherwise specifically provided in this Trust Agreement, the determination of all matters relating to principal and income and receipts and expenses shall be governed by the provisions of the Uniform Principal and Income Act or similar statute applicable in the State of California from time to time existing. Any such matter not provided for either in this instrument or in the Uniform Principal and

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Income Act or similar statute applicable in the State of California shall be determined by the Trustee in the Trustee's discretion. The Trustee's powers shall be subject, at any time that a beneficiary shall be a Trustee hereunder, to the Trustee's duty to treat income and remainder beneficiaries equitably.

J. Power to Distribute Income. To make payments, if any, of the net income of the trust in quarterly or more frequent intervals as may be convenient to the Trustee. Upon the death of the income beneficiary of the trust during its continuance, any accumulated income which would have been paid to such beneficiary had he or she survived shall not be payable to his or her estate but shall be paid to his or her successors or successor in interest in the trust as hereinabove provided.

K. Power to Employ Counsel. To employ counsel and corporate or other agents in the discharge of their duties and to pay them a reasonable compensation out of either income or principal, in the Trustee's discretion, and to rely upon the advice of counsel and to suffer no liability resulting from any action taken or withheld pursuant to such advice.

L. Power to Pay Taxes and Expenses Relative to Trust Property. To pay from time to time all taxes, assessments, including corporate assessments, and other charges levied or accruing against or on account of the trust property, and to pay all expenses of the trust, including reasonable compensation to the Trustee. To deduct all said taxes, assessments, charges and expenses from the income or principal of the trust as the Trustee may deem proper, giving consideration to whether it was income or principal or an allocation between them which gave rise to such taxes, charges and expenses.

M. Power to Hold Trust Property in the Name of a Nominee. To take title to any property in its name as Trustee hereunder or in its own name or in the name of a nominee without disclosing the trust, or, in the case of securities, to take and keep the same unregistered and to retain them in such manner that title may pass by delivery; or, in the case of real estate, to keep deeds unrecorded; or to deposit cash in a checking or savings account without indication of any fiduciary capacity.

N. Power to Distribute to or for the Benefit of Minor or Disabled Beneficiary. In any case in which a trust share is distributable to a beneficiary who has not reached majority in the state of his or her residence, or in any case where mandatory or discretionary payments of income or principal are to be made to such a minor or other beneficiary under legal disability, the Trustee may, in its discretion, distribute income or principal directly to the beneficiary, to the guardian or parent of the beneficiary, to a bank account in trust, to a custodianship for the beneficiary or to a person with whom the beneficiary resides. The receipt of the beneficiary, guardian, parent or person shall discharge the Trustee from its responsibility for the proper expenditure of income or principal.

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O. Power to Pay Taxes. To pay out of the trust shares or income interests giving rise to such taxes, all state, federal and local property taxes, income taxes and all other taxes relating to the trust estate.

P. Power to Lend. To lend money to any person, including the probate estate of either Co-Trustor, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

Q. Power to Insure. To carry insurance of such kinds and in such amounts as the Trustee deems advisable, at the expense of the trust, to protect the trust estate and the Trustee personally against hazard.

R. Power to Commence or Defend Litigation and to Compromise. To commence or defend, at the expense of the trust, such litigation with respect to the trust or any property of the trust estate as the Trustee may deem advisable, and to compromise or otherwise adjust claims or litigation against or in favor of the trust.

S. Power to Withhold Payment Pursuant to Conflicting Claims. To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property in this trust, without the payment of interest, all or any part of the property, so long as the Trustee shall determine, in the Trustee's discretion, that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the trust estate. The Trustee is under no obligation to make such retentions and shall be under no liability whatever for the exercise or the failure to exercise such discretion. The interests of the beneficiaries hereunder shall be vested regardless of whether or not such assets are so retained, and all income required to be distributed shall be payable to such beneficiaries in convenient intervals not less frequently than quarter-annually. Anything else herein to the contrary notwithstanding, the Surviving spouse may cause the disposition of the share in TRUST A through the exercise of his or her power of appointment under ARTICLE V B. 2. or 3. of this Trust Agreement.

T. Power to Adjust for Tax Consequences. To take any action and to make any election, in the Trustee's discretion, in order to minimize the tax liabilities of this trust and its beneficiaries or to extend the time for payment of any tax liabilities. The Trustee shall allocate the benefits from such action or election among the various beneficiaries. The Trustee shall make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election, investment, or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

U. Power to Subject Trust Property to Probate. It is the Co-Trustors' intention to avoid probate through the use of this Trust Agreement. If, however, the Trustee of this trust and the Executor of the estate of either Co-Trustor shall mutually determine that it shall be in the best

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interests of the beneficiaries of the trust, and the beneficial interests of the beneficiaries shall not thereby be altered, the Trustee may subject any asset to probate to accomplish a result unavailable without probate. This power shall be strictly construed and shall only be used to secure any tax or other benefit otherwise unavailable to the trust.

V. Power to Delegate. To perform or to delegate to any trustee or non-trustee any non-discretionary power, including the power to singularly or jointly open, close or transfer any type of bank account and savings and loan association account, sign checks, drafts, withdrawal slips or other documents, give instructions for the receipt or delivery of securities or other property, give instructions for the payment or the receipt of money and, singularly or with others, have access to any safe deposit box or other place containing property of this trust.

ARTICLE IX

Limitation of Powers

A. Management of Principal and Income. No powers, enumerated herein or accorded to Trustee generally by law, shall be construed to enable any person appointed as Trustee or otherwise, or any other person, to purchase, exchange or otherwise deal with or dispose of the principal or income of this trust for less than an adequate consideration in money or money's worth or to enable any person appointed as Trustee or otherwise to borrow the principal or income of this trust directly or indirectly without adequate interest or security. This limitation shall not apply to a Co- Trustor acting as Co-Trustee or sole Trustee, nor shall it apply to a Co-Trustor who is the Surviving Spouse and serving as Trustee of TRUST A after the death of the Deceased Spouse.

B. Fiduciary Capacity of Trustee. Any Trustee or Co-Trustee of an irrevocable trust hereunder shall act at all times in his or her fiduciary capacity and shall treat the income and remainder beneficiaries equitably, and no Trustee shall have any power which would cause includibility of such irrevocable trust share in his or her estate for federal estate tax purposes. Should any condition arise, including a change in the law, which would prevent any such Trustee or Co-Trustee of such irrevocable trust from acting as Trustee hereunder without causing includibility of such trust share in his or her estate for federal estate tax purposes merely by reason of such trusteeship, such Trustee or Co-Trustee shall resign, and the next successor Trustee, as designated herein, who shall not be subject to such includibility shall be appointed in his or her stead.

C. Invasion of Principal by Trustee. No Trustee or Co-Trustee who is also a beneficiary of an irrevocable trust share hereunder shall have the power to invade the trust principal for his or her benefit prior to the termination of the trust, except pursuant to the ascertainable standards set forth in this Trust Agreement.

D. Trustee's Power over Community Property. The Trustee shall have no more extensive power over any community property transferred to the trust than either of the Co-

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Trustors would have had according to the laws of the State of California had this trust not been created, and this instrument shall be so interpreted to achieve this intention. This limitation shall terminate upon the death of either Co-Trustor.

ARTICLE X

Records and Accounting

The Trustee shall keep and maintain adequate books and records reflecting all income and principal transactions, which books and records shall be open at all reasonable times to the inspection of the Co-Trustors and to their duly authorized representatives. The Trustee shall furnish at least annual statements for all transactions to the then income beneficiaries of the trust or to the natural or legal guardians of such beneficiaries.

ARTICLE XI

Compensation of Trustee

The Trustee shall receive as compensation for its services, unless waived, such amount of commissions as are customarily being charged by commercial trust companies for services as a trustee of an inter vivos trust in the State of California.

ARTICLE XII

Trustees and Successors

A. Co-Trustors as Trustees and Successors. Upon the death, resignation or incapacity of either Augusto Lodi or Charlotte Lodi as Trustee, the successor Trustee shall be the survivor of them. Upon the death, resignation or incapacity of both Augusto Lodi or Charlotte Lodi, the successor Trustee shall be Leander Lodi.

B. Powers and Responsibility of Successor Trustee. Upon the appointment of any successor Trustee, such Trustee shall not be required to conduct an audit or account of the fiduciary conduct of any previous Trustee and shall incur no liability whatsoever by its failure to examine the prior trust record. Every successor Trustee shall have all the powers given the originally named Trustee. No successor Trustee shall be personally liable for any act or omission of any predecessor.

EXHIBIT E

C. Guardianship or Conservatorship of Trustee. The establishment of a Guardianship or Conservatorship of the Trustee, whether it is of the Estate or the Person, shall cause the trusteeship of such individual to terminate and to pass to the successor Trustee. Additionally, should two physicians, neither of whom is a beneficiary hereunder, related to either Co-Trustor or to the Trustee within the second degree, nor related to any beneficiary of this trust or beneficiary under the Will of either Co-Trustor within the second degree, certify that the Trustee is incompetent to act as Trustee, such trusteeship shall terminate and pass to the successor Trustee upon notification of such certification to the Co-Trustors, or the surviving Co-Trustor, the Trustee, and each then income beneficiary. Should any Co-Trustor, Trustee or income beneficiary object to such certification, such objecting party may seek a legal determination of incompetence in any court of competent jurisdiction.

D. Resignation of Trustee. Any Trustee or Co-Trustee of this Trust Agreement may resign as Trustee after written notice of such resignation is delivered to the Co-Trustors, or the surviving Co-Trustor, or, if both Co-Trustors are deceased, to all of the beneficiaries then receiving income interests, and upon the acceptance of the successor Trustee to act. The resignation of a Trustee can be effected by the attorney-in-fact for a Trustee exercising such power pursuant to a valid power of attorney. An accounting of the assets, income and expenses shall be delivered by the resigned Trustee to the successor Trustee as soon thereafter as is reasonably practical.

E. Removal of Trustee. The Co-Trustors shall have full power and authority and, after the death of either Co-Trustor, the surviving Co-Trustor shall have full power and authority, at any time or times, to remove the Trustee hereunder and to appoint a successor Trustee, including any corporation or banking institution, and shall do so by delivering to the Trustee to be removed a written notice of such removal, a written appointment of the successor Trustee, and a written acceptance by the successor Trustee. Upon delivery of such instruments to the Trustee, said Trustee shall, after deducting all charges and amounts due it as Trustee, and upon receipt of such proper indemnity as it may require, transfer and deliver the trust estate to the successor Trustee. Thereafter, said removed Trustee shall have no further powers, discretions, rights, obligations or duties with reference to the trust, and all such powers, discretions, rights, obligations or duties given the Trustee by this instrument shall inure to and be binding upon said successor Trustee. After the death of either Co-Trustor, the surviving Co-Trustor shall have full power and authority to alter the succession of trustees, as provided herein, by written Designation of Successor Trustee(s) filed with the then acting Trustee.

F. Delegation of Power to Co-Trustee(s) and Other Agents. Any acting Co-Trustee may, from time to time, delegate to one or more of the remaining acting Co-Trustees any powers, duties or discretions. Every such delegation shall be in writing, delivered to the delegate or delegates and shall remain in effect for the period of time specified in such written delegation or until earlier revocation in writing is delivered to such delegate or delegates. The certification of any Trustee as to the name and authority of any Trustee acting by reason of delegation or otherwise shall be sufficient evidence and shall indemnify any person relying upon such certification. Additionally, a Co-Trustor acting as a Trustee may, by the execution of a Power of

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Attorney, delegate to a third party the power and authority to act for such Co-Trustor in his or her capacity as a Trustee in any way in which said Trustee could act if personally present and able to act, subject to the provisions and any limitations set forth in such executed Power of Attorney.

G. Required Consent of Co-Trustees. Subject to the provisions of ARTICLE XII F., whenever there are more than two (2) acting Co-Trustees, a majority of such Co-Trustees, whether individual or corporate, shall have the power to make any decision, undertake any action or execute any documents affecting the trusts created herein, and the dissenting Co-Trustee or Co-Trustees shall thereupon be released from all liability resulting from the decision of the majority. If there are two (2) acting Co-Trustees, they must act unanimously. If an individual Co-Trustee and a corporate Co-Trustee are acting, the decision of the individual Co-Trustee shall be binding.

H. Vacancy in Trusteeship. In the event that all of the named Trustees and successors shall die, resign, or be incapacitated, and in the event that the right to appoint or designate a successor Trustee is not exercised by the Co-Trustors or by the surviving Co-Trustor, as provided in ARTICLE XII E. hereinabove, then, and in that event, the successor Trustee shall be chosen by a majority in interest of the then living beneficiaries, with a parent or guardian voting for each minor beneficiary.

I. Foreign Assets. In the event that the trust shall own real property (hereinafter referred to as "Foreign Assets") in some state other than California and the Trustee hereunder shall be a corporate or individual Trustee not authorized to do business in that state, such corporate or individual Trustee shall select an individual ancillary Trustee located anywhere within the United States of America, providing such individual Trustee shall be legally able to act in such state, or a corporate ancillary Trustee located within the state of situs of such real property, and such ancillary Trustee shall be vested with, and only with, title to and management of each Foreign Asset, and such ancillary Trustee shall have the same rights and powers over the real property within such state as the regularly appointed Trustee under this trust would have had it been able to act as Trustee within that state. The ancillary Trustee shall pay over to the Trustee hereunder, at least annually, the net income attributable to such Foreign Assets. The Trustee selecting such ancillary Trustee shall be held harmless for any wrongdoing on the part of the ancillary Trustee which it shall select. No individual ancillary Trustee may be selected who would, merely through selection as such ancillary Trustee, be subject to estate or inheritance tax on any trust assets upon his or her death.

ARTICLE XIII

Bond

No Trustee or successor Trustee named herein shall be required to furnish any bond or bonds for the performance of Trustee's duties hereunder.

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ARTICLE XIV

Bank Accounts

While both Co-Trustors are living and competent, except when a corporate Trustee is acting hereunder, either Co-Trustor may add money to or withdraw money from any savings or checking account owned by the trust in any financial institution without the approval of the Trustee or other Co-Trustor, provided, however, that the ownership of the funds received or deposited, whether community or non-community of either party, shall remain the same and the Co-Trustor removing or adding such funds shall gain no additional ownership interest therein than was present prior to the withdrawal from or addition to the trust account.

ARTICLE XV

Governing Law

The validity of this trust with respect to real property shall be governed by the state of its situs. The validity of this trust with respect to personal property, and the construction, interpretation and administration of this trust with respect to all property, shall be governed by the laws of the State of California in force from time to time.

ARTICLE XVI

Merger

The trust created hereby shall not terminate or be held to have terminated upon any theory of merger based on the fact that the same persons are, by the terms of this instrument, made sole beneficiaries and Trustee of said trust; and said beneficiaries are expressly given the right and privilege to participate in the property and business and the profits, dividends, earnings and increase thereof without regard to the relation as Trustee which such beneficiaries may bear to said trust.

ARTICLE XVII

No-Contest Clause

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In the event that any beneficiary under this trust shall, singly or in conjunction with any other person or persons, contest in any court the validity of this trust or of a deceased Co-Trustor's Last Will or shall seek to obtain an adjudication in any proceeding in any court that this trust or any of its provisions, or that such Will or any of its provisions, is void, or seek otherwise to void, nullify, or set aside this trust or any of its provisions, then the right of that person to take any interest given to him by this trust shall be determined as it would have been determined had the person predeceased the execution of this Trust Agreement. The Trustee is authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this trust or any of its provisions.

ARTICLE XVIII

Validity of Trust Agreement

A. Conflict with Jurisdictional Law. This trust shall be construed in such a manner as to uphold its validity in the event that any provision would otherwise appear to conflict with the law of the jurisdiction governing such trust provision in question.

B. Distribution Required by Court. In the event that any court of competent jurisdiction shall make a final determination that some individual or institution other than a named beneficiary hereunder is, in fact, to be a recipient of a portion or all of this trust estate, the Trustee shall distribute to such court-determined beneficiary such share as such court shall order, and the Trustee and attorney for the trust shall be absolved from any liability whatever for carrying out such order, and all beneficiaries herein shall be bound by such court order. Should any such court make such a determination after any assets are distributed hereunder, the individual or individuals receiving such assets shall return them to the Trustee for redistribution in accordance with the court order.

C. Violation of Law. If the trust created hereunder shall violate any applicable rule against perpetuities, accumulations or any similar rule or law, the Trustee is hereby directed to terminate such trust on the date limited by such rule or law and, thereupon, the property held in such trust shall be distributed to the persons then entitled to share in the income therefrom, in the proportions in which they are entitled to share the income, notwithstanding any provision of this trust to the contrary.

D. Exercise of Power of Appointment in Violation of Law. No power of appointment granted hereunder shall be so exercised as to violate any such applicable rule or law, and attempted exercise of any such power which violates such rule or law shall be void, notwithstanding any provision of this trust to the contrary.

EXHIBIT E

E. Headings. The headings, titles and subtitles used herein are for the convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meanings of the provisions contained herein and shall not affect the construction hereof.

IN WITNESS WHEREOF, Augusto Lodi or Charlotte Lodi , Co-Trustors, and Augusto Lodi or Charlotte Lodi, as evidence of their acceptance of the responsibilities of Co-Trustees hereunder, have each signed this Trust Agreement.

CO-TRUSTORS:

AUGUSTO LODI

CHARLOTTE LODI

CO-TRUSTEES:

AUGUSTO LODI

CHARLOTTE LODI

Statement of Notary Public

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On April 10, 2000 before me A.G. Hargraves, Notary Public personally appeared Augusto Lodi and Charlotte Lodi personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~/are subscribed in the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in ~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

A. G. Hargraves

Notary public in and for said State

A. G. HARGRAVES
COMM. # 1234560
NOTARY PUBLIC, CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Sep. 13, 2003

Abstract of Trust Agreement

THIS AGREEMENT is made and entered into this 10 day of APRIL, 2000 between Augusto Lodi or Charlotte Lodi , of the County of Los Angeles, State of California, herein designated as Co-Trustors; and Augusto Lodi or Charlotte Lodi, of the County of Los Angeles, State of California, herein designated as Co-Trustees. The name of the trust is *The Augusto Lodi and Charlotte Lodi Revocable Trust of 2000*, dated ~~March 15, 2000~~. APRIL 10, 2000

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Description of Trust: The parties hereto desire to confirm the establishment of a revocable trust on the date first above written, and amendments thereto, for the benefit of Co-Trustors (as husband and wife) and containing, among others, the following provisions:

2. Initial Co-Trustees. The husband and wife are designated as Co-Trustees, to serve until the death, resignation or incompetence of one of them, and the remaining Co-Trustee shall continue to act as sole Trustee.

3. Successor Trustees. Upon removal of both husband and wife as Co-Trustees, the successor Trustee is designated as Leander Lodi.

4. Power to Alter Succession of Trustees. After the death of either Co-Trustor, the surviving Co-Trustor shall have full power and authority to alter the succession of trustees by written Designation of Successor Trustee(s) filed with the then acting Trustee.

5. Division of Trust Upon Death of a Co-Trustor. Upon the death of either Co-Trustor, the trust property becomes allocated into three (3) trusts, designated TRUST A, TRUST B and TRUST C, at which time TRUST B and TRUST C become irrevocable. The Trustee may make distribution in TRUST A, TRUST B and TRUST C in such a manner so as to qualify for the alternate valuation date under Internal Revenue Code Section 2032.

6. Surviving Spouse's Interest in Trust A. The Surviving Spouse retains the unlimited right to withdraw income and principal from TRUST A. The Surviving Spouse also retains a general power of appointment over TRUST A which can be exercised by lifetime transfer or by Will or written instrument filed with the Trustee prior to death.

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7. Surviving Spouse's Interest in Trust B. The Surviving Spouse is vested with a life income from TRUST B, and the Trustee may invade principal for the benefit of the Surviving Spouse, as determined by an ascertainable standard.

8. Surviving Spouse's Interest in Trust C. The Surviving Spouse is vested with a life income from TRUST C, and the Trustee may invade principal for the benefit of the Surviving Spouse, as determined by an ascertainable standard. It is specifically intended that the Surviving Spouse's interest in TRUST C be eligible for an election by the Trustee as a qualifying terminable interest under Internal Revenue Code Section 2056.

9. Trustee's Powers. The Co-Trustees, or the successor Trustee, shall have the power and authority to manage and control the trust property in such manner as the Trustee or successor Trustee may deem advisable, and they shall have, enjoy and exercise all powers and rights over and concerning property and the proceeds thereof as fully and amply as though the Co-Trustees were the absolute and unqualified owners of same, including, but not limited to, the following:

(a) Power to Manage Trust Property. The power to grant, exchange, lease, sell and convey real and personal property;

(b) Power to Borrow. The power to borrow money and to obligate the trust estate by mortgage, deed of trust, pledge or otherwise;

(c) Power to Invest. The power to invest in commodities of every nature, corporate obligations of every kind, precious metals such as gold or silver, stocks, preferred or common, to buy stocks, bonds, commodities and similar investments on margin or other leveraged accounts, to open, operate and maintain a securities brokerage account wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee may deem appropriate or useful, except to the extent that such management would cause includibility of any irrevocable trust in the estate of a Trustee;

(d) Power to Delegate. To perform or to delegate to any trustee or non-trustee any non-discretionary power, including the power to singularly or jointly open, close or transfer any type of bank account and savings and loan association account, sign checks, drafts, withdrawal slips or other documents, give instructions for the receipt or delivery of securities or other property, give instructions for the payment or the receipt of money and, singularly or with others, have access to any safe deposit box or other place containing property of this trust.

EXHIBIT E

10. Distribution after Death of Both Co-Trustors. Following the death of both Co-Trustors, the trust continues or is distributed in whole or in part for the benefit of other named beneficiaries according to the terms of the trust.

11. Checking and Savings Accounts. While both Co-Trustors are living and competent, except when a corporate Trustee is acting hereunder, either Co-Trustor may add money to or withdraw money from any savings or checking account owned by the trust in any financial institution without the approval of the Trustee or other Co-Trustor; provided, however, that the ownership of the funds shall remain the same and the Co-Trustor adding or removing such funds shall gain no additional ownership interest therein than was present prior to the withdrawal from or addition to the trust account.

12. Separate and Community Property. All property designated in the documents of title as "SPH" is rebuttably presumed to be separate property of the Husband, "SPW" is rebuttably presumed to be the separate property of the Wife, and "CP" is rebuttably presumed to be community property. If no letters are added, ownership shall be as reflected on the books and records of the Co-Trustors.

13. Character of All Property Except Joint Tenancy Property Unchanged Upon Transfer to Trust. All property transferred into the trust which had an original source as community property shall remain community property and all property which had an original source as separate property shall remain separate property of the contributing spouse, unless other provision shall have been made therefor, except that joint tenancy property transferred into the trust shall be converted to community property upon transfer into the trust.

14. Real and Personal Property. All personal property transferred into the trust shall remain personal property and all real property transferred into the trust shall remain real property.

15. Power over Community Property. Until the death of the first Co-Trustor, no Trustee shall have any more extensive power over community property than would a husband or wife under the laws of the State of California.

16. Trustee's Power to Transfer Assets. Unless otherwise indicated to a prospective transferee, the Trustee has full power to transfer assets held in the name of the trust, and subsequent transferees shall be entitled to rely upon such transfers, provided the chain of title is not otherwise deficient.

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17. Governing Law. This trust shall be governed by the laws of the State of California.

18. Spendthrift Provision. This trust contains a spendthrift provision.

19. Trust Agreement to Govern. The use of this Abstract of Trust Agreement is for convenience only, and the Trust Agreement is solely controlling as to provisions and interpretations, and any conflict between this Abstract and the Trust Agreement shall be decided in favor of the Trust Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Abstract of Trust Agreement the day and year first above written.

CO-TRUSTORS:

AUGUSTO LODI

CHARLOTTE LODI

CO-TRUSTEES:

AUGUSTO LODI

CHARLOTTE LODI

A. G. HARGRAVES
COMM. # 1234560
NOTARY PUBLIC, CALFORNIA
LOS ANGELES COUNTY
My Comm. Expires Sep. 13, 2003

Statement of Notary Public
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On April 10, 2000 before me A. G. Hargraves, Notary Public personally appeared Augusto Lodi and Charlotte Lodi personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

A. G. Hargraves
Notary public in and for said State

EXHIBIT E