

T. 21977

CLAUDINE GHIKA TRUST

I, ALEXANDRA G. McGEHEE, of Fallbrook, California, hereby transfer, assign, convey and set over to THE NORTHERN TRUST COMPANY, an Illinois corporation, of Chicago, Illinois, as Trustee, the property described in Schedule "A" attached hereto, said property and all substitutions therefor and additions hereto (referred to below as the "trust estate") to be held subject to the following trusts:

SECTION 1: During the lifetime of my daughter, CLAUDINE GHIKA, the Trustee shall pay the entire net income from the trust estate in convenient installments to my said daughter. In addition to income, the Trustee is fully authorized to pay to my said daughter such sums from the principal of the trust estate as it considers necessary or desirable for her medical care, or for the medical care of her children, support and maintenance, taking into consideration all other income and cash resources known to the Trustee to be available to her for such purposes.

SECTION 2: Upon the death of my daughter, CLAUDINE GHIKA, the trust estate shall be distributed per stirpes to the then living descendants of my daughter, CLAUDINE GHIKA, if any, or if none, then to my daughter, JACQUELINE ARIELLE GHIKA, if living, or if she be not living, then to HENRY A. LEON, if living, or if he be not living, one half (1/2) per stirpes to the then living descendants of HENRY and one half (1/2) per stirpes to the then living descendants of JACQUELINE, or if either be deceased leaving no descendant living, all per stirpes to the then living descendants of the other, subject to the withholding provisions of Section 3, and if there be no living descendant of the other, to the CRIPPLED CHILDREN'S SOCIETY OF SAN DIEGO, CALIFORNIA, MEMORIAL HOSPITAL.

SECTION 3: If under the provisions of Section 2 hereof any share of the trust estate becomes distributable to a descendant who has not attained the age of twenty-one (21) years, then such share shall immediately vest in such descendant, but notwithstanding the provisions of said Section the Trustee shall retain possession of such share during the period in which such

descendant is under the age of twenty-one (21) years, and in the meantime shall use and expend so much of the income and principal of each such share as the Trustee deems necessary or desirable for the care, support and education of such descendant, and any income not so expended during any calendar year shall be added to principal at the end of such year. The Trustee shall have with respect to each share so retained all the powers and discretions had with respect to the trust estate generally.

SECTION 4: The Trustee shall pay the income or discretionary payments of principal distributable to a beneficiary under a legal disability or who, in the Trustee's opinion, is in any way incapacitated so as to be unable to manage his or her financial affairs, directly to such beneficiary or to his or her legal representative or to a relative or friend of such beneficiary for his or her benefit, or the Trustee may otherwise apply said amounts for the benefit of such beneficiary.

SECTION 5: The interests of beneficiaries in principal or income shall not in any way be subject to the claims of their creditors or others nor to legal process and may not be voluntarily or involuntarily alienated or encumbered.

SECTION 6: Any income accrued or undistributed at the termination of any estate or interest shall be paid by the Trustee as income to the persons entitled to the next successive interest in the proportions in which they take such interest.

SECTION 7: For convenience in the administration and investment of the trust hereunder and any other trust or trusts created by me or any member of my family by Will or otherwise, the Trustee may consolidate this trust and such other trust or trusts insofar as may be practicable, and may hold, administer and invest the several trusts as one or more common fund or fund and make joint or several distributions of income and principal thereof, whichever the Trustee deems advisable.

SECTION 8: The Trustee shall have full power to invest

and reinvest the trust property in such stocks, bonds, or other income-producing securities or property, real or personal, as it deems advisable; to lease (for any period of time though extending beyond the term of the trust), sell, exchange, or pledge any or all of the trust property as it deems proper; to register securities or other property in the name of a nominee without qualification or restriction; to engage such agents, attorneys, and employees and to delegate any of its powers to any such agent, attorney, or employee as it shall deem to be for the best interests of the trust or any beneficiary hereunder; to settle, compromise, or abandon any and all claims and demands as the Trustee deems best; to make divisions and distributions provided for in undivided interests or in kind, or partly in cash and partly in kind, and to sell any property for such purposes, as the Trustee deems advisable; and conclusively to determine, irrespective of statute or rule of law, what constitutes income and principal and the charges, including the Trustee's compensation, to be made against each. The Trustee may continue to hold any property or securities received by it at the commencement of the trust, although not of a type or quality nor constituting a diversification considered proper for trust investments. The Trustee shall be entitled to receive a fair and just compensation for its services in the management and protection of the trust property.

SECTION 9: Notwithstanding the foregoing, as long as I am living and in the judgment of the Trustee capable of acting and have not relinquished the right reserved to me hereunder, and thereafter as long as HENRY A. LEON is living and in the judgment of the Trustee capable of acting and has not relinquished the right granted to him hereunder, the Trustee shall make no sale or investment without the written approval of myself or of HENRY A. LEON, as the case may be, unless I or he fails to indicate my or his approval or disapproval of any proposed sale or investment within fifteen (15) days after being requested in writing to do so. I or HENRY A. LEON, as the case may be, shall also have full

power and authority to direct the retention or sale of any securities or property from time to time forming a part of the trust estate and to direct the purchase of securities or property with any principal cash. The Trustee shall have no responsibility for any loss that may arise by reason of acting without question upon any such direction by me or HENRY A. LEON, as the case may be. I, or HENRY A. LEON, as the case may be, may relinquish any or all of the rights and powers reserved to me or granted to him under this Section by instrument in writing delivered to the Trustee.

SECTION 10: If and as often as the Trustee shall deem such action to be advantageous to the trust, it may by an instrument in writing signed by it substitute for itself as Trustee hereunder any bank or trust company situated anywhere in the United States. Every such substitute Trustee hereunder appointed pursuant to this Section 10 shall have all the titles, rights, powers, authorities and discretions of the original Trustee, but shall exercise the same under the supervision and in accordance with the directions of the retiring Trustee, which shall act as Advisor to every such substitute Trustee. Such Advisor may in its discretion at any time remove any such substitute Trustee hereunder by an instrument in writing signed by the Advisor and delivered to such substitute Trustee. Upon the removal or resignation of any such substitute Trustee, the Advisor may reappoint itself as Trustee hereunder or may continue to act as Advisor and appoint as substitute Trustee hereunder some other bank or trust company, wherever situated. The Advisor shall be entitled to reasonable compensation for its services as such; provided, however, that the combined compensation of the Trustee and Advisor shall not be more than the ordinary and customary charges made by the original Trustee acting solely as Trustee hereunder.

SECTION 11: That the Trustee in paying the net income from the principal of the trust shall, in its discretion, pay

said income in substantially equal monthly payments after first deducting the anticipated Federal Income Tax to become due from the beneficiary from time to time. The Trustee shall not be liable for errors in such calculations and shall act upon its best available information.

SECTION 12: The laws of Illinois shall govern, control and determine all questions arising under this Agreement, the interpretation of its provisions, and the validity thereof.

SECTION 13: I, or any person, shall have the right at any time or times with the consent of the Trustee to transfer, assign, devise and bequeath any additional securities or property to the Trustee to be held by it subject to the provisions of this instrument.

SECTION 14: I hereby state that I have been advised that I may retain herein unlimited powers of revocation, amendment or alteration, but nevertheless I desire to and hereby do expressly waive all right and power to revoke, amend, or alter this instrument or the terms of the trust hereby created in any respect, either in whole or in part, except as provided hereinabove in Section 9. Under no circumstances shall I or my estate become entitled to any of the trust property, it being my intention to transfer absolutely, irrevocably, completely, and without any reservation, all of my right, title, and interest in and to all assets at any time transferred by me to the Trustee hereunder.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22 day of April, 1954.

Raymond J. McGehee

The undersigned hereby accepts the foregoing trust as of the day and year last above written.

THE NORTHERN TRUST COMPANY

By: [Signature]
As its [Signature]

APPROVED
AS TO FORM
[Signature]

SCHEDULE "A"

<u>Common Stock</u> <u>No. of Shares</u>	<u>Name</u>
50	Peoples Gas Light & Coke
1,250	International Harvester
500	Texas Company
100	Continental Illinois Bank
50	First National Bank

Dated April 22, 1954.

Alexandra G. McGehee
Alexandra G. McGehee

By [Signature]

SCHEDULE "A"