

PATRICIA YODER
GRANTOR RETAINED ANNUITY TRUST

THIS TRUST AGREEMENT is made the 1st day of February, 1998, by and between PATRICIA YODER, as both Trustor and Trustee, and PAMELA A. YODER and JUDITH M. BADGLEY, referred to herein collectively as "Special Trustee".

W I T N E S S E T H

WHEREAS, the Trustor desires to create a Trust under which she shall retain a qualified annuity interest within the meaning of section 2702(a) of the Internal Revenue Code of 1986, as amended, (the "Code") and Treasury Regulations sections 25.2702-3(b) and (d), and the Trustor is also willing to act as Trustee of such a Trust.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Trustor does hereby assign, convey, transfer and deliver to herself as Trustee the property described in Schedule "A" attached hereto, receipt of which by the Trustee is hereby acknowledged.

ARTICLE ONE
Trust Estate

The Trust created by this instrument may be referred to as the PATRICIA YODER GRANTOR RETAINED ANNUITY TRUST.

ARTICLE TWO
Trust Estate

A. All property subject to this instrument from time to time, including the property listed in Schedule "A," is referred to as the Trust Estate and shall be held, administered, and distributed according to this instrument.

B. No additions may be made to the Trust Estate during the Trust Term.

ARTICLE THREE
Irrevocability of Trust

This Trust is irrevocable and may not be altered or amended.



ARTICLE FOUR
Trust Term

This Trust is effective immediately and terminates on the death of the Trustor or the expiration of a period of fifteen (15) years from the date of this Trust, whichever occurs first. The period before termination is referred to herein as the "Trust Term".

ARTICLE FIVE
Operation During Trust Term

During the Trust Term, the Trustee shall make distributions to the Trustor at the times and in the amounts set forth in this Article Five.

A. Commencing on the date of this instrument, the Trustee shall distribute an annuity to the Trustor for each taxable year of the Trust Term, payable in quarterly installments at the end of each calendar quarter. The last quarterly installment of the annuity amount for any year may be paid after the close of the taxable year as long as the payment is made no later than the date by which the Trustee is required to file the federal income tax return of the Trust for the year (without regard to extensions) or, if no return is required to be filed because the Trust is a grantor Trust, the date by which the Trustee would be required to file a return if one were required.

B. The annuity amount shall equal twelve and one-half percent (12.5%) of the initial value of the property contributed to this Trust as finally determined for federal tax purposes. If this value is incorrectly determined by the Trustee then, within a reasonable time after the value is set for federal tax purposes, the Trustee shall pay to the Trustor (in the case of undervaluation), or the Trustor shall repay to the Trustee (in the case of overvaluation), an amount equal to the difference between the amount that the Trustee should have paid to the Trustor and the amount actually paid to the Trustor.

C. If a taxable year of the Trust is for a period of less than twelve (12) months, including the taxable year in which the Trust terminates, the annuity amount shall be the amount otherwise determined for the year, multiplied by a fraction, the numerator of which is the number of days in the taxable year of the Trust and the denominator of which is 365 (366 if February 29 is a day included in the numerator).

D. If, in the sole discretion of the Special Trustee, the Trustor at any time or from time to time shall for any reason need additional amounts from this Trust over and above the annuity amount, the Special Trustee shall direct the Trustee to make additional distributions to the Trustor, and the Trustee shall comply with such direction and make such additional distributions.

The Special Trustee shall have no power or authority other than as specifically set forth above.

E. The Trustee shall make no distribution to any person other than the Trustor during the Trust Term, provided, however, that this provision does not limit the Trustee's ability to make distributions for Trust expenses.

F. Commutation (prepayment) of the interest of the Trustor is prohibited.

G. If the Trustor survives the expiration of the Trust Term, the Trustee shall pay the Trustor all remaining amounts due under the obligation to pay the annuity as set forth herein. If the Trustor fails to survive the Trust Term, the Trustee shall pay all remaining amounts due under the obligation to pay the annuity as set forth herein together with the portion of the Trust Estate includable in the Trustor's gross estate to the Trustee of the Survivor's Trust created under the D. and P. Yoder Revocable Trust dated July 26, 1990. Any amounts remaining after such payment shall be distributed in accordance with Article Six hereof.

ARTICLE SIX

Distributions on Trust Termination

A. On expiration of the Trust Term, this Trust shall terminate and be distributed to the Trustor's then living descendants on the principle of representation. If, at any time, any share or part of the Trust Estate should become distributable under the preceding sentence to a person who is under the age of thirty-five (35) years, then, notwithstanding the foregoing provision, the Trustee shall hold, administer, invest and reinvest such person's share or part of a share of the Trust Estate for such person's benefit and may (but shall not be obligated to) apply so much of the net income, and such portion of the principal thereof, as in the Trustee's discretion shall seem necessary for such person's health, maintenance, support and education, or in the discretion of the Trustee make such payments to the legal guardian of such person or to anyone with whom such person may reside or directly to such person, or otherwise, as the Trustee from time to time may deem advisable and accumulate for the benefit of such person any income not so applied or paid. In exercising the discretion herein given, the Trustee shall not be required to take into consideration the ability of anyone, legally obligated to do so, to provide for the aforesaid purposes for said person. When any person for whom a share or part shall have been retained under the foregoing provisions, shall attain the age of thirty-five (35) years, any share or part then held for such person shall be distributed free of trust to such person forthwith and, in case of such person's death prior thereto, shall forthwith be distributed to such person's estate.

B. Unless sooner terminated by distribution of all of the Trust Estate to the beneficiaries hereof, any trust being administered under Paragraph A above shall terminate twenty-one (21) years after the death of the last to die of the Trustor and the descendants of the Trustor who are living at the time of execution of this instrument; and any property still retained in such trust at the end of said period immediately shall be distributed, on the principle of representation, to such of the descendants of the Trustor as are then authorized in the Trustee's discretion to receive income and principle payments from such trust.

ARTICLE SEVEN
Trustees

A. If at any time the Trustor becomes unable or unwilling to act as Trustee, the persons listed below shall serve as successor Trustees in the order named.

First: Pamela A. Yoder
Second: Judith M. Badgley

B. If at any time either Pamela A. Yoder or Judith M. Badgley becomes unable or unwilling to act as Special Trustee, the other shall act alone as Special Trustee. So long as both Pamela A. Yoder and Judith M. Badgley are acting together as Special Trustee, they must both agree before giving any direction to the Trustee for any additional distribution to the Trustor.

C. The Trustee shall be entitled to reasonable compensation for services rendered to the Trust. The Special Trustee shall not be entitled to any compensation hereunder.

ARTICLE EIGHT
Trustee Powers

To carry out the purposes of the Trust created by this instrument and subject to any limitation stated elsewhere in this instrument, the Trustee shall have the following powers in addition to those conferred by California Trust Law:

A. To retain, purchase, or otherwise acquire underproductive property.

B. To manage, control, grant options on, sell, convey, exchange, partition, divide, improve, and repair Trust property.

C. To lease Trust property.

D. To borrow money and to encumber Trust property by mortgage, deed of Trust, pledge, or otherwise.

E. To initiate or defend, at the expense of the Trust, any litigation relating to the Trust or any property of the Trust Estate.

F. To carry insurance of the kinds and in the amounts the Trustee considers advisable, at the expense of the Trust, to protect the Trust Estate and the Trustee personally against any hazard.

G. To partition, allot, and distribute the Trust Estate on final distribution in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell any property the Trustee considers necessary for division or distribution. The Trustee may, in the Trustee's discretion, make a non-pro rata division between beneficiaries if the respective assets distributed to the beneficiaries have equivalent or proportionate fair market values. The income tax bases of assets distributed non-pro rata need not be equivalent and may vary to a greater or lesser amount, as determined by the Trustee in the Trustee's discretion.

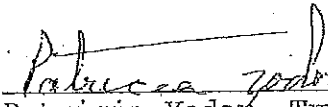
ARTICLE NINE
Applicable Law

The laws of the State of California shall govern the validity, construction, interpretation, and administration of this Trust.

ARTICLE TEN
Interpretation of Trust

All provisions of this instrument shall be interpreted so as to carry out the Trustor's intent that this Trust shall provide the Trustor with a qualified annuity interest under Treasury Regulations sections 25.2702-3(b) and (d). Unless prohibited by the Code, Treasury Regulations, or any revenue rulings, revenue procedures, notices, or other administrative pronouncements by the Internal Revenue Service, the Trustee shall have the power, without application to any court, to amend the provisions of this instrument to comply with any additional requirements for qualification as a Grantor Retained Annuity Trust under section 2702 of the Code.

IN WITNESS WHEREOF, the undersigned Trustor and Trustee has executed this instrument as of the date first above written.


Patricia Yoder, Trustor and Trustee

The undersigned hereby accept appointment as Special Trustee under the foregoing Trust as of the date first above written.

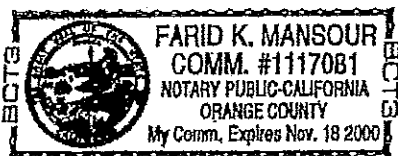
Pamela A. Yoder
Pamela A. Yoder

Judith M. Badgley
Judith M. Badgley

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

MARCH
On February 11, 1998, before me, FARID K. MANSOUR, personally appeared PATRICIA YODER, ~~personally known to me~~ (or 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

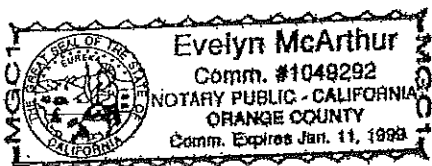


[Signature]
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

MARCH
On February 17, 1998, before me, EVELYN McARTHUR, personally appeared PAMELA A. YODER, ~~personally known to me~~ (or 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



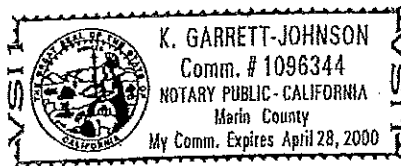
[Signature]
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF Sonoma)

March
On February 25, 1998, before me, K. Garrett-Johnson, personally appeared JUDITH M. BADGLEY, personally-known-to-me (or 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

K. Garrett-Johnson
Notary Public



SCHEDULE A

Property Transferred and Delivered to the Trustee

50% partnership interest in Y & Y Company, a California general partnership.