

**JON S. KELLY TRUST –  
SIXTH AMENDED AND RESTATED  
DECLARATION OF TRUST**

**ARTICLE 1  
DECLARATION OF TRUST**

1.1 Trust Establishment: JON S. KELLY (“Settlor”) will deliver to the Trustee (as defined in Article 2) without consideration the property described in the attachment “Trust Estate.”

1.2 Trust Particulars: For convenient reference, the following information applies:

Settlor:	JON S. KELLY
Name of trust:	JON S. KELLY TRUST
Date originally established:	JANUARY 14, 2000
First Trustee:	JON S. KELLY
Successor Co-Trustees:	GREGORY GENE KELLY, SCOTT G. NICHOLS AND STEPHEN FLEMING
Federal I.D. number:	NONE
Minor children living:	NONE
Adult children living:	GREGORY GENE KELLY SHAWN L. DEVLIN MARY MARGARET LEFEBVRE MARILYN DIANE LANGE
Deceased children:	KEVIN JON KELLY
Spouse:	SARAH S. KELLY

1.3 Effect of Restated Declaration of Trust: It is the Settlor’s intent that this Sixth Amended and Restated Declaration of Trust is to amend, restate and relate back to the Jon S. Kelly Trust dated January 14, 2000, as previously amended and restated, and that the provisions of this Sixth Amended and Restated Declaration of Trust shall supersede all previous trust declarations, agreements, amendments and restatements. It is further the intent of the Settlor that all transfers previously made to the Jon S. Kelly Trust as previously amended and restated and all transfers made to the trust after January 14, 2000, remain valid transfers to the Jon S. Kelly Trust as now amended and restated, and that this restatement and amendment of the trust in no way invalidates said transfers.

1.4 Property Status – Trust Estate: The property transferred consists of the Settlor’s interest in the Settlor’s separate property. By agreement dated April 21, 1982, and any amendments thereto (the “Antenuptial Agreement”), the Settlor and the Settlor’s spouse have no community property. The Settlor’s property transferred to the trust shall be called the “Trust Estate,” and shall remain Settlor’s separate property after its transfer, said property, together with any other property subsequently becoming part of the trust. It is the Settlor’s intent that the gifts to Sarah S. Kelly provided for in Article 3 and Article 4 hereof, are in accordance with and in satisfaction of the provisions of paragraphs 7.01 and 8.01 of the Antenuptial Agreement.

j) To Gregory Gene Kelly, all of Jon S. Kelly's, J.S. Kelly, L.L.C.'s and/or this Trust's ownership interest in the following assets: (1) SummitMedia Member, LLC, a Delaware limited liability company; (2) Bannon Investors Ltd., LLC, a California limited liability company; (3) South Natomas Investors, LLC, a California limited liability company; (4) Shalako Investors, a California limited partnership; (5) Yosemite Village LLC, a California limited liability company; (6) the undivided interest of the Jon S. Kelly Trust in the Promissory Note Secured by Deed of Trust from Bannon Investors Ltd., LLC; and (7) Jon S. Kelly's membership interest in G.G. Kelly, L.L.C., a Delaware limited liability company. To the extent the J.S. Kelly, L.L.C. holds an ownership interest in said entities or assets, the Settlor directs that the then Managing Member of the J.S. Kelly, L.L.C. distribute said ownership interest as provided in this paragraph 3.3 j).

