

**SEVENTH AMENDMENT TO THE DECLARATION OF TRUST
FOR THE
ANDERSON FAMILY 1986 TRUST**

HOWARD B. ANDERSON and MIDENE M. ANDERSON, the Trustors and Trustees under the Declaration of Trust for the ANDERSON FAMILY 1986 TRUST dated July 3, 1986, as most recently amended and restated completely by the Sixth Amendment thereto dated September 12, 2005 (as restated, the "Trust"), reserved the right pursuant to Article 2 of the Trust to amend, modify, or revoke any provision of the Trust, or withdraw assets held under the Trust, in whole or in part, by a written instrument signed by the Trustors and delivered to the Trustees. The Trustors hereby exercise that right, execute this Seventh Amendment to the Trust, and, as Trustees, accept delivery of this Seventh Amendment. The Trust is hereby amended as set forth below.

AMENDMENT

I

Section 2.5 of the Trust is hereby amended in its entirety to read as follows:

"2.5 Right to Revoke the Declaration of Trust. During the Trustors' joint lifetimes, each Trustor reserves the right to revoke all or any part of this Declaration of Trust, without obtaining the consent of or giving notice to any person except as otherwise provided in this Section 2.5, as to all or any part of such Trustor's share of the community property and as to all or any part of such Trustor's separate property. Such revocation shall be accomplished by delivery, while both Trustors are living, of written notice of such revocation to all of the then serving Trustees and to the non-revoking Trustor. The method of revocation provided for in this Section 2.5 shall be the exclusive method of revocation of the Trust.

Upon revocation during the Trustors' joint lifetimes, the Trustee shall deliver to the revoking Trustor, free of trust, all or the designated portion of the separate or community property set forth in the written notice of revocation."

AMENDMENT

II

Article 4 of the Trust is hereby deleted in its entirety and is not replaced.

AMENDMENT

III

The introductory paragraph to Section 5.2 of the Trust is hereby amended in its entirety to read as follows:

"5.2 Disposition of the Deceased Spouse's Share. Upon the Deceased Spouse's death, the Trustee shall allocate the Deceased Spouse's share of the Trust Estate, including the property held in the Trust Estate at the date of the Deceased Spouse's death and the property transferred to the Trust Estate by reason of his or her death, as follows:"

AMENDMENT

IV

Section 7.5(b) of the Trust is hereby deleted in its entirety and is not replaced.

AMENDMENT

V

Section 10.2 of the Trust is hereby amended in its entirety to read as follows:

“10.2 Division Into Shares for Issue. All property remaining in the Descendants’ Trust after making the distribution directed by Section 10.1 (the “Remaining Descendants’ Balance”) shall be divided and administered as follows:

(a) **Share for KIRK M. ANDERSON.** The Trustee shall distribute to KIRK M. ANDERSON, outright and free of trust, assets equal in value to Twenty-Five Percent (25%) of the Remaining Descendants’ Balance.

(b) **Share for KERRI A. SALTER.** The Trustee shall distribute to KERRI A. SALTER, outright and free of trust, assets equal in value to Twenty-Five Percent (25%) of the Remaining Descendants’ Balance.

(c) **Share for KATIE L. ANDERSON.** The Trustee shall distribute to KATIE L. ANDERSON, outright and free of trust, assets equal in value to Twenty-Five Percent (25%) of the Remaining Descendants’ Balance.

(d) **Share for KENT L. ANDERSON.** The Trustee shall distribute to KENT L. ANDERSON, outright and free of trust, assets equal in value to Twelve and One-Half Percent (12.5%) of the Remaining Descendants’ Balance.

(e) **Share for KEITH ANDERSON.** The Trustee shall allocate to a share for KEITH ANDERSON, the son of KENT L. ANDERSON, assets equal in value to Six and One-Quarter Percent (6.25%) of the Remaining Descendants’ Balance. Such share shall be administered in accordance with the provisions of Sections 10.3 through 10.10.

(f) **Share for BRITTANY ANDERSON.** The Trustee shall distribute to BRITTANY ANDERSON, the daughter of KENT L. ANDERSON, assets equal in value to Six and One-Quarter Percent (6.25%) of the Remaining Descendants’ Balance. Such share shall be administered in accordance with the provisions of Sections 10.3 through 10.10.

If a beneficiary named above fails to survive the Surviving Spouse, his or her share instead shall be divided among such deceased beneficiary’s issue who survive the Surviving Spouse, by right of representation, with each subshare so created to be administered in accordance with the provisions of Sections 10.3 through 10.10. If no issue of a deceased beneficiary survives the Surviving Spouse, such deceased beneficiary’s share instead shall augment proportionately the other shares described above.

Notwithstanding the foregoing, however, if KEITH ANDERSON or BRITTANY ANDERSON fails to survive the Surviving Spouse and has no issue, his or her share shall augment the share established for the other of them (or the issue of the other of them); further, if both KEITH ANDERSON and BRITTANY ANDERSON fail to survive the Surviving Spouse and have no issue, then their shares shall augment the share of KENT L. ANDERSON. If neither KENT L. ANDERSON nor any of his issue survive the Surviving Spouse, the shares directed to be established under Sections 10.3(d) through 10.3(f) instead shall augment proportionately the other shares described above.

AMENDMENT VI

Section 16.3 of the Trust is hereby amended in its entirety to read as follows:

“16.3 Successor Trustee.

(a) The Surviving Spouse’s Right to Appoint, Designate, and Remove Trustees. Upon the death of the Deceased Spouse, the Surviving Spouse shall have the right to exercise the power to appoint, designate, and remove Trustees reserved to the Trustors under Section 16.1. The Surviving Spouse may appoint any individual (including himself or herself) or entity to serve as a Trustee of any one or more of the established trusts under this Declaration of Trust, and remove that person and appoint and remove successor Trustees. The Surviving Spouse shall have the power to remove any person appointed or designated by both Trustors to serve as Trustee. The Surviving Spouse shall have no liability for the acts or omissions of any person appointed by him or her to serve as a Trustee. Further, the Surviving Spouse shall have the right to renounce the power granted him or her to appoint and remove Trustees by delivering a written renunciation to the current Trustee of the trust.

(b) Named Successor Trustee. If both Trustors become unable or unwilling to serve as Trustees, and whenever there is a vacancy in the trusteeship of any trust established under this Declaration of Trust, the Trustors appoint the following persons to serve in the indicated order of priority as successor Trustee of each of the trusts established under this Declaration of Trust:

(i) KERRI A. SALTER and KATIE L. ANDERSON, to serve as Co-Trustees;

(ii) If either KERRI A. SALTER and KATIE L. ANDERSON becomes unable or unwilling to serve as a Trustee, then NORMAN SALTER shall become and act as a successor Co-Trustee to fill such vacancy and serve along with the other then acting Co-Trustee.

(iii) If any two of KERRI A. SALTER, KATIE L. ANDERSON and NORMAN SALTER become unable or unwilling to serve as Trustees, then the remaining one of them shall act alone as Trustee.

Should all of the persons and entities designated to serve as successor Trustee become unable or unwilling to serve, then the last of them to serve as Trustee of the trust in question shall have the right to exercise the power to appoint, designate, and remove Trustees of such trust as provided for in Section 16.3(d).

(c) Trusts for Grandchildren and More Remote Issue

(i) Trusts for KERRI A. SALTER's Issue. Notwithstanding Section 16.3(b), NORMAN SALTER shall serve as Trustee of each separate trust being administered under this Declaration of Trust for the benefit of any of KERRI A. SALTER's issue. If NORMAN SALTER becomes unable or unwilling to serve as Trustee, then he shall have the power to appoint, designate, and remove Trustees of such trust as provided for in Section 16.3(d). If at any time there is no Trustee of any trust being administered for KERRI A. SALTER's issue, then the provisions of Section 16.3(b) shall apply to such beneficiary's trust.

(i) Trusts for KENT L. ANDERSON's Issue. Notwithstanding Section 16.3(b), PAULA MARRIE shall serve as Trustee of each separate trust being administered under this Declaration of Trust for the benefit of any of KENT L. ANDERSON's issue. If PAULA MARRIE becomes unable or unwilling to serve as Trustee, then she shall have the power to appoint, designate, and remove Trustees of such trust as provided for in Section 16.3(d). If at any time there is no Trustee of any trust being administered for KENT L. ANDERSON's issue, then the provisions of Section 16.3(b) shall apply to such beneficiary's trust.

(d) Power to Appoint Trustee. A person entitled to exercise a power under this Section 16.3(d) shall be referred to as a "power holder." When a vacancy occurs in the office of Trustee which is not filled under Section 16.3(b) or Section 16.3(c), the power holder may appoint any individual or entity to serve as a Trustee of the trust in question. In addition, the power holder may remove any person so appointed. The power holder also may appoint and remove further successor Trustees. The power holder shall have no liability for the acts or omissions of any person appointed by him or her to serve as a Trustee. Further, the power holder shall have the right to renounce the power granted him or her to appoint and remove Trustees by delivering a written renunciation to the current Trustees of the trust in question."

**AMENDMENT
VII**

Section 17.1 of the Trust is hereby amended in its entirety to read as follows:

"17.1 Special Trustee With Respect to KHWY Stock. Notwithstanding any provision of this Declaration of Trust to the contrary, HOWARD B. ANDERSON, acting alone, shall serve as Special Trustee with respect to all KHWY Stock (as defined in Section 29.23) held by the Trust or any other trust created under this Declaration of Trust, and no other Trustee shall have any power to so act. If HOWARD B. ANDERSON is or becomes unable or unwilling to serve, KIRK M. ANDERSON, acting alone, shall serve as Special Trustee with respect to all KHWY Stock held by the Trust or any other trust created under this Declaration of Trust, and no other Trustee shall have any power to so act."

**AMENDMENT
VIII**

Article 24 of the Trust is hereby amended in its entirety to read as follows:

**“ARTICLE 24
DISINHERITANCE AND NO CONTEST**

24.1 Disinheritance Clause. The Trustors have intentionally omitted from this Declaration of Trust any provision for any of their heirs, issue, relatives, or other persons who are not named, mentioned, designated, or described in this Declaration of Trust. The Trustors have intentionally omitted any person who would be a pretermitted heir under the provisions of the Probate Code and those persons referred to in Probate Code §§21600 through 21623. Except as specifically provided in this Declaration of Trust, the Trustors have intentionally omitted any provision for any of their children now alive or hereafter born or adopted, or for the issue of any of their children who may predecease them. After-born or after-adopted children shall have no rights in the Trustors’ respective shares of the Trust Estate. The Trustors also intentionally do not provide for any stepchildren or foster children that they now have or may later acquire. The Trustors generally and expressly disinherit each and every person whomsoever claiming to be and who may be determined to be their heirs at law, except as they are otherwise expressly provided for in this Declaration of Trust.

24.2 No Contest Clause. The Trustors want the greatest deterrence against interference with the Trustors’ estate plan that the law allows. If any person who is a beneficiary hereunder (or who claims under or through a beneficiary hereunder) directly or indirectly takes at any time any of the actions (“Triggering Actions”) described below, or conspires or cooperates with any person who directly or indirectly takes any such action at the prescribed time (each such person is hereafter referred to as a “Contestant”), then the Trustors direct that such Contestant shall take nothing from the Trust Estate and nothing under the Trustors’ Wills. The Trustors hereby disinherit any such Contestant. Any and all property that otherwise would have gone to a Contestant shall be forfeited and shall pass as if the Contestant had predeceased the Trustors without leaving living issue; provided, however, if the Surviving Spouse is the Contestant, the Trustors’ issue shall not be disinherited by reason of the Contestant’s actions.

(a) Triggering Actions. To the extent authorized by law, the following shall constitute Triggering Actions:

(i) Filing a pleading (as defined in Probate Code §21310(d)) to challenge a transfer of property on the grounds that it was not the property of the Trustors or either of them at the time of the transfer.

(ii) Filing a pleading (as defined in Probate Code §21310(d)) to challenge the validity of a protected instrument (as defined below) or one or more of its terms.

(iii) It is the Trustors’ intent that, to the extent authorized by law, the language in Sections 24.2(a)(i) and 24.2(a)(ii) above be interpreted to include the following types of actions:

- (1) Asserting or pursuing in any manner any claim against either of the Trustors' estates or property other than as permitted in this Declaration of Trust and the Trustors' Wills.
- (2) Claiming that the Trustors or either of them entered into an oral agreement providing for the disposition or transfer of property to such person or others in any way inconsistent with the provisions of this Declaration of Trust or the Trustors' Wills.
- (3) Filing an action or proceeding to determine the character, title or ownership of property, other than an action by a Trustor's Executor or Trustee to confirm ownership of the Trustor's property in the Trust or a Trustor's estate.

(b) Protected Instrument. A "protected instrument" means: (i) this instrument, (ii) any other existing revocable trust of which either Trustor is the settlor (or both Trustors are the settlors) and any existing amendments thereto, (iii) any existing irrevocable trust of which either Trustor is the settlor (or both Trustors are the settlors), (iv) either Trustor's Will and any existing Codicils thereto, (v) any existing beneficiary designation executed by either Trustor (including, without limitation, the beneficiary designation for any insurance policy, ESOP, payable on death account or Retirement Plan, (vi) any existing document in which either Trustor exercises a power of appointment (vii) any existing deed or other instrument effecting a transfer of real property by either Trustor and (viii) any existing premarital agreement to which the Trustors are the parties and any amendments thereto.

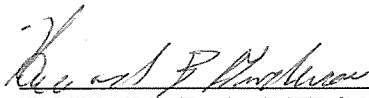
(c) Exceptions. A contest shall not include doing or omitting any act pursuant to a final judgment in any judicial proceeding or disclaiming any right or interest in trust property.

24.3 Expenses of Contest. The Trustors' Executors and the Trustee serving under this Declaration of Trust are expressly authorized to defend against any and all of the actions described in Section 24.2, including any contest or attack of any nature upon this Declaration of Trust, the Trustors' respective Wills, or any of their provisions. All expenses incurred in the defense against any of the actions or matters described in Section 24.2 shall be paid, as the Trustee determines, from either the Trustors' probate estates or the Trust Estate as expenses of administration. If, however, a Contestant is or becomes entitled to receive any property or property interests included in the Trustors' probate estates or the Trust Estate, whether under this Declaration of Trust, the Trustors' Wills, or any other instrument, then all expenses incurred by the Trustee or the Trustors' Executors in the defense of the actions undertaken by the Contestant shall be charged against and paid from the property or property interests that the Contestant otherwise would be entitled to receive, whether or not the Trustee or the Trustors' Executors was successful in the defense of the Contestant's actions."

RATIFICATION

Except as amended above, the Trust is hereby ratified and confirmed. In addition, the Trustors intend that Article 24 of the Trust (entitled "Disinheritance and No Contest"), as set forth above, apply not only to the Trust but also to this amendment itself.

The undersigned, as Trustors and Trustees, have executed this Seventh Amendment to the Trust on Sept. 11, 2013 at Los Angeles, California.


HOWARD B. ANDERSON
Trustor and Trustee


MIDENE M. ANDERSON
Trustor and Trustee

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On September 11, 2013, before me, Jeffrey K. Eisen, a Notary Public, personally appeared HOWARD B. ANDERSON and MIDENE M. ANDERSON, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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.

Signature:  (seal)

