

Recording requested by and  
when recorded mail to:

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BEZAIRE LAW OFFICES  
A Professional Corporation  
2476 Huntington Drive  
San Marino, CA 91108

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DECLARATION OF TRUST

OF

HOOVER T. WONG

The recording of this trust affects title to the following real  
property:

PARCEL ONE:

Real property in the County of Douglas, State of Nevada, described  
as follows:

Lot 6 in Block A of Granite Springs Subdivision, Unit  
Number 1, as per map recorded in Book 679, Page 1150 of  
Maps, June 15, 1979, in the Office of the County Recorder  
of said County.

DECLARATION OF TRUST

This declaration of trust is made by HOOVER T. WONG and VIRGINIA S. WONG as of December 23, 1986.

ARTICLE 1

APPOINTMENTS AND NAME OF TRUST

- 1.1 NAME: This trust shall be known as "The WONG TRUST dated December 23, 1986."
- 1.2 TRUSTORS: HOOVER T. WONG and VIRGINIA S. WONG are the trustors of this trust.
- 1.3 TRUSTEES: Trustors appoint the following as trustee of this trust:

First Appointment: HOOVER T. WONG and VIRGINIA S. WONG, as co-trustees

Second Appointment: CYNTHIA S. WOO, JEFFREY G. WONG, and PAMELA L. WONG, as co-trustees

HOOVER T. WONG and VIRGINIA S. WONG shall serve as the first trustee. If either HOOVER T. WONG or VIRGINIA S. WONG is unable or unwilling to act, the remaining trustee shall serve alone. When both HOOVER T. WONG and VIRGINIA S. WONG cease to act, the successor appointee(s) shall serve in the order appointed. Except as otherwise provided in Article 4, where trustors have appointed co-trustees, all co-trustees shall act together. If any co-trustee is unable or unwilling to act, the remaining appointee(s) shall serve as trustee or trustees.

If no successor trustee is designated to act in the event of the death, incapacity or resignation of the trustee then acting, or no successor trustee accepts the office, the trustee then acting may appoint a successor trustee. If the no such appointment is made, the majority of the adult beneficiaries entitled to distribution from this trust may appoint a successor trustee.

- 1.4 BENEFICIARIES: Trustors shall be the initial beneficiaries of this trust. Successor beneficiaries are those persons designated in Article 2.
- 1.5 CHILDREN: Trustors have three children whose names are CYNTHIA S. WOO, JEFFREY G. WONG, and PAMELA L. WONG.
- 1.6 CREATION OF TRUST AND ASSIGNMENT OF ASSETS: HOOVER T. WONG and VIRGINIA S. WONG, trustors, hereby grant, transfer, assign and deliver to HOOVER T. WONG and VIRGINIA S. WONG, trustees of the WONG TRUST dated December 23, 1986, the following assets:

- 1.6.1 All jewelry, clothing, household furniture and furnishings, personal automobiles, motor homes, mobile homes, boats and other tangible articles of a personal property, together with any insurance on such property, as well as insurance on any other assets owned by the trust;
- 1.6.2 Promissory notes, stocks, bonds, securities, limited partnerships, contents of safe deposit boxes, claims under pending lawsuits, and other choses in action; and
- 1.6.3 Any other assets held by trustor which otherwise would be subject to probate.

These assets, together with any other property which may become subject to this trust, including assets which require formal documents of transfer, shall constitute the trust estate of this trust and shall be held, administered and distributed by the trustee as provided in this trust. Trustors request that any person dealing with the trustee recognize this assignment without any further documentation.

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ARTICLE 2

DISTRIBUTION OF INCOME AND PRINCIPAL

2.1 DURING THE JOINT LIFETIME OF TRUSTORS: During the joint lifetime of HOOVER T. WONG and VIRGINIA S. WONG, they shall be entitled to all income and principal of their community property without limitation. With regard to the separate property of either HOOVER T. WONG or VIRGINIA S. WONG, either trustor shall be entitled to all income and principal of his or her own separate property estate without limitation.

AFTER THE DEATH OF ONE TRUSTOR  
(TAX CREDIT TRUST)

2.2 DIVISION INTO TWO TRUSTS: Upon the death of either trustor survived by the other trustor, the trustee shall divide the trust estate (including any additions made by the will of the deceased trustor or by any life insurance or employee benefit proceeds or otherwise) into two shares, designated Trust A and Trust B, each of which shall constitute and be held, administered and distributed by the trustee as a separate trust.

2.3 CONTENTS OF TRUST A: Trust A shall consist of the following:

2.3.1 The surviving trustor's separate property;

2.3.2 Other community property assets in the trust estate selected by the trustee equal in value to the surviving spouse's interest in the community property of trustors included in or added to the trust estate in any manner; and

2.3.3 The minimum pecuniary amount necessary to entirely eliminate, or to reduce to the maximum extent possible, any federal estate tax at the deceased trustor's death. In making this determination, the trustee shall take into consideration all federal estate tax deductions and all federal estate tax credits other than those for state death taxes.

This allocation to Trust A shall be satisfied in cash or in kind, or partly in each, only with assets eligible for the marital deduction. Assets allocated in kind shall be deemed to satisfy this amount on the basis of their values as finally determined for federal estate tax purposes.

The trustee shall not allocate to Trust A assets having an aggregate fair market value at the date of allocation that is less than the marital deduction amount as finally determined for federal estate tax purposes.

- 2.4 CONTENTS OF TRUST B: Trust B shall consist of the balance of the trust estate plus any amount disclaimed on behalf of the surviving spouse.
- 2.5 SIMULTANEOUS DEATH: If the trustors die within 180 days of each other, and if the death of the second trustor occurs prior to division of the trust estate into Trust A and Trust B, the trust estate shall be divided equally into two trusts known as the Husband's Trust and the Wife's Trust. This division shall be made to the extent possible without incurring adverse federal estate tax consequences. To the extent that this division would cause adverse federal estate tax consequences, the trustee, in the trustee's sole discretion, shall have the power to divide the trust assets between the Husband's Trust and the Wife's Trust in the manner which will best minimize federal estate taxes for the beneficiaries.

Thereafter, the trust assets shall be administered and distributed as hereinafter set forth for the administration and distribution of the trust estate after the death of both trustors.

- 2.6 NON PRO RATA ALLOCATIONS: It is expressly contemplated that the interest of each co-trustor in community property in the trust estate is an interest in the property as an entity. Accordingly, in effecting an actual division and distribution to Trust A and Trust B, the trustee may allocate community property assets on the basis of a non pro rata but equal in value distribution.

#### DISTRIBUTION OF INCOME AND PRINCIPAL OF TRUST A

- 2.7 INCOME AND PRINCIPAL OF TRUST A: With regard to Trust A, the surviving trustor shall be entitled to all income and principal without limitation.
- 2.8 BALANCE TO BE DISTRIBUTED: Upon the death of the surviving trustor, the remaining assets of Trust A shall be distributed to the beneficiaries named in a power of appointment signed by the surviving trustor and delivered to the trustee. If the surviving trustor has failed to appoint beneficiaries as provided above, the then remaining trust assets shall be distributed as provided in Section 2.13, et seq.

#### DISTRIBUTION OF INCOME AND PRINCIPAL OF TRUST B

- 2.9 PAYMENT OF DEBTS AND COST OF ADMINISTRATION: Any payment of the deceased trustor's debts and all administrative costs associated with the death of the deceased trustor shall be paid from the income and principal of Trust B.
- 2.10 INCOME TO SURVIVING TRUSTOR: During the lifetime of the surviving trustor, the trustee shall pay to or apply for

the benefit of the surviving trustor, in monthly or other convenient installments, not less frequently than annually, the entire net income of Trust B.

- 2.11 DISCRETION TO INVADE PRINCIPAL: If the trustee deems income payments to be insufficient, the trustee shall, from time to time, pay to or apply for the benefit of the surviving trustor, a sum out of the principal of Trust B as the trustee, in the trustee's discretion, deems necessary for the trustor's proper health, maintenance, support and education. Such payment may be made after Trust A has been exhausted, or before Trust A is exhausted if the trustee shall deem this advisable.
- 2.12 DISTRIBUTION UPON DEATH WITH LIMITED POWER OF APPOINTMENT: Upon the death of the surviving trustor, the remaining assets of Trust B shall be distributed in the manner provided in a power of appointment signed by the surviving trustor and delivered to the trustee. The surviving trustor's power to appoint beneficiaries of Trust B shall be limited to the issue of HOOVER T. WONG and VIRGINIA S. WONG, but the power of appointment shall not be limited with regard to the shares or proportions to be allocated or with regard to whether distribution shall be outright or held in trust. If the surviving trustor has failed to appoint beneficiaries as provided above, the then remaining trust assets shall be distributed as provided in Paragraph 2.13 et. seq.

AFTER THE DEATH OF BOTH TRUSTORS

- 2.13 UPON THE DEATH OF BOTH HOOVER T. WONG AND VIRGINIA S. WONG: Upon the death of the survivor of HOOVER T. WONG and VIRGINIA S. WONG, the trustee shall divide the remaining trust estate, including any assets subsequently added to the trust estate, into as many equal shares as necessary and shall distribute those shares as follows:
- 2.13.1 The trustee shall distribute one share to CYNTHIA S. WOO if then living; or, if CYNTHIA S. WOO is then deceased, leaving issue then living, the trustee shall distribute this one share to those issue by right of representation. If neither CYNTHIA S. WOO nor any of CYNTHIA S. WOO'S issue are then living, this share shall fail.
- 2.13.2 The trustee shall distribute one share to JEFFREY G. WONG if then living; or, if JEFFREY G. WONG is then deceased, leaving issue then living, the trustee shall distribute this one share to those issue by right of representation. If neither JEFFREY G. WONG nor any of JEFFREY G. WONG'S issue are then living, this share shall fail.

2.13.3 The trustee shall distribute one share to PAMELA L. WONG if then living; or, if PAMELA L. WONG is then deceased, leaving issue then living, the trustee shall distribute this one share to those issue by right of representation. If neither PAMELA L. WONG nor any of PAMELA L. WONG'S issue are then living, this share shall fail.

2.13.4 If any of the above shares fail, the number of shares shall be reduced and the remaining shares enlarged accordingly.

2.14 ISSUE DEFINED: As used in this instrument, the term "issue" of a person means all of that person's lineal descendants of all generations. The term "issue" includes adopted persons but does not include a step-child or a step-grandchild unless that person is entitled to inherit as an adopted person.

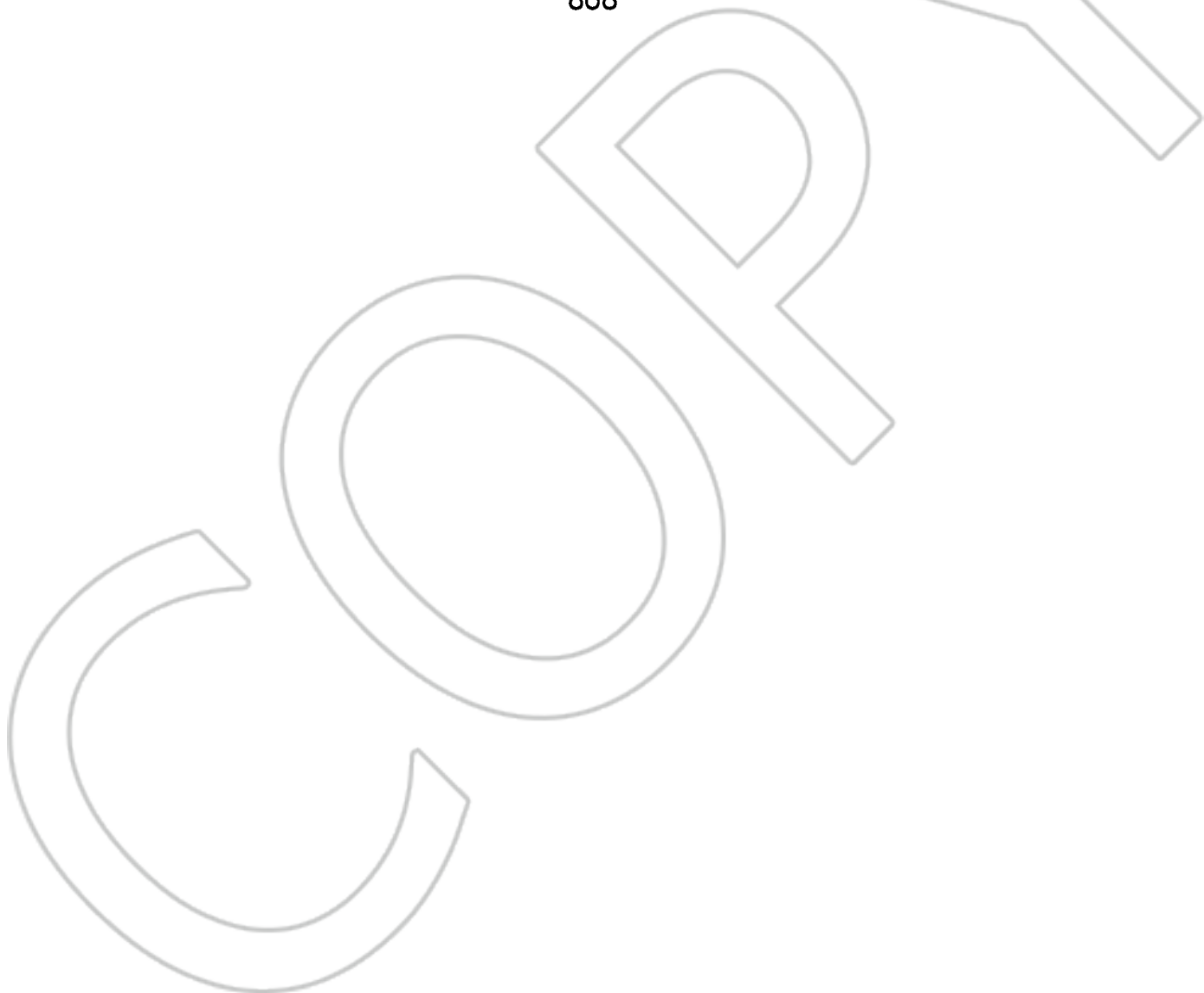
2.15 HELD IN TRUST FOR BENEFICIARY UNDER THE AGE OF 21: If, at the time set for the distribution of trust principal according to the provisions of this trust, a beneficiary is under the age of 21 years, the trustee shall not distribute that beneficiary's share of the trust to him or her, but shall hold that beneficiary's allocated share of the trust until the beneficiary attains the age of 21 years.

So long as the beneficiary is under the age of 21 years, the trustee shall pay to or apply for the benefit of the beneficiary, out of the beneficiary's allocated share, as much of the net income and principal of the trust as the trustee, in the trustee's discretion, shall deem necessary for the beneficiary's proper health, maintenance, support and education. In making this determination, the trustee shall take into consideration, to the extent the trustee shall deem advisable, any other income or resources of the beneficiary known to the trustee and reasonably available for these purposes. When the beneficiary reaches the age of 21 years, the trustee shall distribute to him or her the balance of the beneficiary's allocated share.

If a beneficiary for whom assets are being held according to this section dies before reaching the age of 21, the undistributed balance of that beneficiary's share of the trust estate shall be distributed to the persons or entities appointed by the beneficiary. The beneficiary shall exercise this power of appointment by delivery to the trustee of a notarized writing specifically referring to this power of appointment. In the absence of the exercise of this power of appointment, the beneficiary's share shall be distributed to those persons then living who would have been entitled to distribution had the surviving trustor died immediately after the death of the beneficiary.

2.16 DEATH OF BENEFICIARIES: If, at the time of the surviving trustor's death or at any later time before full distribution of the trust estate, any beneficiary entitled to distribution under the terms of this trust is deceased and no other disposition of that beneficiary's share of the remaining trust property is directed by this trust, that beneficiary's share shall be distributed one-half to those persons who would then be the deceased trustor's heirs and one-half to those persons who would then be the surviving trustor's heirs. The identities and the respective shares of each of them shall be determined by the trustee as though the deaths of each of them had occurred simultaneously and according to the laws of the State of California then in effect relating to the succession of separate property not acquired from a predeceased spouse.

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## ARTICLE 3

### TRUSTORS' POWERS

- 3.1 **POWER TO AMEND:** During the joint lifetime of trustors, this trust may be amended in whole or in part by an instrument in writing, signed by both trustors, and delivered to the trustee. After the death of the first trustor to die, the surviving trustor may amend Trust A, in whole or in part, by an instrument in writing, signed and delivered to the trustee. After the death of the first trustor to die, Trust B may not be amended by the surviving trustor.
- 3.2 **POWER TO REVOKE:** During the joint lifetime of trustors, the trustors may revoke the trust with regard to the community property of trustors by an instrument in writing, signed by both trustors jointly or by either trustor alone. Upon revocation, the trustee shall deliver the community property or the revoked portion of the community property to both of the trustors as the community property of both trustors.
- With respect to the separate property of either trustor, either trustor may revoke the trust as to his or her separate property. Upon revocation, the trustee shall deliver the separate property or the revoked portion of the separate property to the trustor who transferred the separate property into the trust.
- After the death of the first trustor to die, the surviving trustor may revoke Trust A, in whole or in part, by an instrument in writing, signed and delivered to the trustee. After the death of the first trustor to die, Trust B may not be revoked by the surviving trustor.
- 3.3 **POWER TO CHANGE TRUSTEE:** During the joint lifetime of trustors, trustors may change the trustee or successor trustee of this trust by an instrument in writing, signed by both trustors. After the death of the first trustor to die, the surviving trustor shall have the power to change the trustee or successor trustee of Trust A or Trust B by an instrument in writing signed by the surviving trustor and delivered to the trustee, provided that this power shall not apply to Trust B if this power would cause the assets of Trust B to be taxable to the estate of the surviving trustor.
- 3.4 **ADDITIONS TO TRUST:** Any additional property acceptable to the trustee may be transferred to this trust. The property shall be subject to the terms of this trust.
- 3.5 **SPECIAL GIFTS:** Trustors may from time to time indicate their desire that special gifts be made from the trust

estate upon their deaths. If trustors have made known their desire in a writing referring to or attached to this trust, the trustee shall distribute the special gifts, free of trust, upon the death of the surviving trustor. The gift shall be effective only if the writing is dated and signed by at least one of the trustors.

- 3.6 POWER TO MAKE ASSETS PRODUCTIVE: During the surviving trustor's lifetime, he or she shall have the power to require the trustee to make all or part of the principal of the trust productive or to convert promptly any unproductive part into productive property. This power shall be exercised by the surviving trustor in a written instrument delivered to the trustee.

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ARTICLE 4

TRUSTEE'S POWERS

4.1 MANAGEMENT OF TRUST PROPERTY: With respect to the trust property, except as otherwise specifically provided in this trust, the trustee shall have all powers now or hereafter conferred upon trustees by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust. Any expenditure involved in the exercise of the trustee's powers shall be borne by the trust estate. Such powers shall include, but not be limited to, the following powers with respect to the assets in the trust estate:

- 4.1.1 To manage, operate, control, sell, convey, divide, convert or allot the trust property, 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 gas, oil or other minerals; to enter into covenants and agreements relating to the property so leased or any improvements which may be erected on such property; and to enter into community oil leases.
- 4.1.2 To abandon or retain underproductive property, and to invest and reinvest the trust funds in such property as the trustee, in the exercise of reasonable business judgment, may deem advisable, whether or not the property is of the character specifically permitted by law for the investment of trust funds, including stock of the trustee and investments in any common trust fund now or hereafter established by trustee.
- 4.1.3 To retain nonproductive assets at the direction of trustors or current income beneficiaries of the trust, or, in the exercise of reasonable business judgment by the trustee, to abandon nonproductive assets.
- 4.1.4 To borrow money for any purpose; to place, replace, renew or extend any encumbrance upon any trust property by mortgage, deed of trust, pledge or otherwise, regardless of the purpose of any such action.
- 4.1.5 To establish lines of credit and to guarantee any and all loans made to the trustors regardless of the purpose of the loan.

- 4.1.6 To participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and, in connection therewith, to deposit securities with and transfer title and delegate discretions to any protective or other committee as the trustee may deem advisable.
- 4.1.7 To acquire or dispose of an asset, for cash or on credit, at public or private sale; and to exchange, partition, change the character of or abandon a trust asset or any interest therein.
- 4.1.8 To make improvements, alterations or ordinary or extraordinary repairs of buildings or other trust property; to demolish any improvements; to raze existing or erect new party walls or buildings.
- 4.1.9 To subdivide, develop or dedicate land to public use; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to dedicate easements for public use without consideration; and to create restrictions, easements or other servitudes.
- 4.1.10 To grant an option involving disposition of a trust asset, or to take an option for the acquisition of any asset.
- 4.1.11 To vote a security, in person or by general or limited proxy.
- 4.1.12 To pay calls, assessments and any other sums chargeable or accruing against or on account of securities.
- 4.1.13 To sell or to exercise or not exercise, as the trustee may deem advisable, any subscription, conversion or other rights or options which may at any time attach to, belong to or be given to the holders of any stocks, bonds, securities or other instruments in the trust estate.
- 4.1.14 To sell short; to invest in warrants; to invest in options of all kinds, including but not limited to the purchase or sale of options of all kinds, the purchase of put and call options, the writing (selling) of put and call options, and the selling of naked put and call options; to engage in covered call writing; to engage in option spreading and all types of option trading; and to engage in speculative investments of every type.

- 4.1.15 To buy, sell and trade in securities of any nature on margin or otherwise, including short sales and contracts for the future delivery of commodities; to maintain and operate margin accounts and other accounts with brokers; and to pledge any securities held or purchased by the trust to brokers as security for loans and advances made to the trust.
- 4.1.16 To hold a security in the name of a nominee or in any other form without disclosure of the trust, so that title to the security may pass by delivery, but the trustee shall be liable for any act of the nominee in connection with the security so held.
- 4.1.17 To insure the assets of the trust against damage or loss, and the trustee against liability with respect to third persons.
- 4.1.18 To advance money for the protection of the trust and for all expenses, losses and liabilities sustained in the administration of the trust or because of the holding or ownership of any trust assets, for which advances, with any interest thereon, the trustee shall have a lien on the trust assets as against the beneficiaries.
- 4.1.19 To pay or contest any claim; to settle a claim by or against the trust by compromise, arbitration or otherwise; and to release, in whole or in part, any claim belonging to the trust to the extent that the claim is uncollectible; and to institute, compromise and defend actions and proceedings.
- 4.1.20 To commence or defend litigation with respect to the trust or any property of the trust estate as trustee may deem advisable and to employ such counsel as the trustee shall deem advisable for that purpose.
- 4.1.21 To enforce any mortgage, deed of trust or pledge and, at any sale under any mortgage, deed of trust or pledge, to bid and purchase, at the expense of the trust, any property subject to any such security instrument.
- 4.1.22 To pay taxes, assessments, reasonable compensation of the trustee and other reasonable expenses incurred in the collection, care, administration and protection of the trust.
- 4.1.23 To continue or participate in any business or other enterprise and to effect incorporation, dissolution or other change in the form of organization of the business or enterprise.

- 4.1.24 To pay the debts of trustors, the cost of any final illnesses of trustors, and the cost of trustors' funerals and final disposition, and to authorize any actions necessary to arrange for trustors' funerals and final disposition; provided, however, that such payments shall not be made from the principal of Trust B for the debts and costs of the surviving trustor.
- 4.2 POWER TO APPOINT AGENT: The trustee shall have the power to appoint a general or special agent to act on trustee's behalf. Any power of attorney the trustee creates pursuant to this power shall cease when the appointing trustee ceases to act as trustee.
- 4.3 BROAD POWERS OF DISTRIBUTION: After the death of both trustors, upon any division or partial or final distribution of the trust estate, the successor trustee shall have the power 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 in the trustee's discretion considers necessary to make such division or distribution. In making any division or partial or final distribution of the trust estate, the trustee shall be under no obligation to make a pro rata division or to distribute the same assets to beneficiaries similarly situated. Rather, the trustee may in the trustee's discretion make non pro rata divisions between trusts or shares and non pro rata distributions to beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value. The income tax basis of assets allocated or distributed non pro rata need not be equivalent and may vary to a greater or lesser amount, as determined by the trustee in his discretion, and no adjustment need be made to compensate for any difference in basis.
- 4.4 POWER TO HOLD TITLE IN THE NAME OF ONE TRUSTEE ONLY: With regard to the separate property of one trustor, that trustor may, at his or her option, be the sole trustee with regard to title to that property. Upon the death or incapacity of the trustee in whose name title to the property is held, the surviving trustor shall be the successor trustee of the property.
- 4.5 POWER OF CO-TRUSTEE TO ACT ALONE: As long as trustors are also co-trustees, either one of the co-trustees may act alone with reference to any powers of the trustee just as if they were the sole trustee. Any person dealing with one of the trustees shall not have the right to insist on the other co-trustee joining in on any transaction.

ARTICLE 5

GENERAL PROVISIONS

- 5.1 LAW FOR CONSTRUCTION OF TRUST: This trust shall be governed by the laws of the State of California.
- 5.2 PERPETUITIES SAVINGS CLAUSE: Unless terminated earlier in accordance with other provisions of this trust, any trust hereby created or created by the exercise of any power hereunder shall terminate 21 years after the death of the last survivor of the following: (1) the trustors; (2) all the issue of trustors who are living at the death of the first trustor to die; and (3) all named beneficiaries who are living at the death of the first trustor to die. Upon such termination, the trust estate, and any accumulations thereon, shall be distributed to those persons and in the same proportions as the income of the trust is then being paid.
- 5.3 SPENDTHRIFT PROVISION: No interest in the principal or income of any trust created under this trust instrument shall be anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This paragraph shall not prohibit an assignment by a beneficiary to any other beneficiary of this trust. This provision shall not apply to a trustor's interest in the trust estate.
- 5.4 COMMUNITY PROPERTY AGREEMENT: Trustors agree and declare that all property held by trustors as joint tenancy property, immediately prior to its transfer into this trust, is community property and shall be held in this trust as community property.

All property held by the trustee pursuant to this trust shall remain, respectively, community property, quasi-community property or the separate property of the trustor who transferred the property to the trustee. Any distribution or withdrawals of community property, quasi-community property or separate property shall be as community property, quasi-community property and separate property, respectively.

Notwithstanding any other provision of this trust, with respect to community property, during the joint lifetime of trustors, the powers of the trustee shall be no more extensive than those possessed by a husband or wife under laws of the State of California. This provision shall not be interpreted to limit the power of the trustee to exercise any powers conferred by this instrument in the event of the disability or incapacity of either or both trustors.

## 5.5 INCAPACITY

5.5.1 INCAPACITY OF TRUSTEE: Whenever a licensed medical doctor certifies in writing that a person serving as trustee cannot discharge the duties of trustee because of mental or physical infirmity and the certificate is personally served upon that person, then the office of that person shall be deemed co-trustee or vacated and the successor trustee shall serve. However, if after receipt of the certificate, the trustee alleged to be incompetent gives written notice to the person causing the certificate to be issued that he or she disagrees with the doctor, then the trustee shall continue in office unless he or she resigns or is removed by a court of competent jurisdiction. Anyone dealing with the trust may rely on the written medical certificate, or a photocopy of it, presented to them by the co-trustee or the successor trustee, and shall incur no liability to any beneficiary for any dealings with the co-trustee or the successor trustee in good faith reliance on the certificate. This provision is inserted in this document to encourage third parties to deal with the co-trustee or the successor trustee without the need of court proceedings.

5.5.2 INCAPACITY OF SURVIVING TRUSTOR OR BOTH TRUSTORS: In the event that the surviving trustor or both trustors are replaced as trustees of this trust as provided above, the successor trustee shall use the trust estate for the benefit of the trustors. Notwithstanding the provisions of Article 2 with regard to distribution of income and principal during the lifetime of trustors, or either of them, the trustee shall pay to or apply for the benefit of the trustors only so much of the income and principal of the trust estate as is necessary for the trustors' proper health, maintenance, support and education in the trustors' accustomed manner of living. Any income not paid to or for the benefit of the trustors shall be added to principal.

The foregoing shall also apply to distributions by the trustee whenever a trustor who is not serving as trustee becomes incapacitated. The trustors' incapacity shall be established in the same manner provided for establishing the incapacity of a trustee pursuant as provided above.

5.6 ASSURANCES OF TRUSTOR: Trustors are aware that persons dealing with one trustor will be concerned whether the other trustor may have modified or revoked the trust. Trustors hereby agree that anyone dealing with the trust



may rely on the original document and in the absence of actual notice of any modification or revocation of this trust, it shall be conclusively presumed that the trust is in full force and effect as stated herein. This assurance is given to encourage people to deal with either trustor or trustee alone. Further, this assurance is given to encourage a successor trustee to rely on the trust document as presented to the successor trustee. This provision is binding upon all successors in interest to this trust.

5.7 LIABILITY OF TRUSTEE

5.7.1 LIABILITY OF SUCCESSOR TRUSTEE: No trustee shall be liable for or responsible for any act, omission or default of any predecessor trustee.

5.7.2 NOTICE TO TRUSTEE: Unless the trustee receives actual written notice of an event affecting a beneficial interest in this trust, the trustee shall not be liable to any beneficiary for making distributions as though the event had not occurred.

5.7.3 APPLICATION OF TRUST FUNDS: The trustee shall be solely responsible for the manner in which trust assets are applied. No person paying money or delivering property to the trustee shall be responsible for its application.

5.8 PRINCIPAL AND INCOME ALLOCATION: This section shall be applicable if the terms of this trust require the trustee to make allocations between income and principal.

The determination of all matters with respect to what is income and what is principal of the trust estate, and the apportionment and allocation of receipts and expenses between these accounts, shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. Unless specifically provided to the contrary, all undistributed income shall be added to principal.

Distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal. All premiums and all discounts received in connection with the purchase of any bond or other obligation shall be amortized by making an appropriate charge or credit to income.

The trustee shall establish reasonable reserves which shall be charged to income from time to time. Reserves shall be established for the following purposes: depreciation of all income-producing real and personal property and for capital improvements and extraordinary repairs; depletion of all depletable natural resources, including but not

limited to oil, gas, mineral and timber property; and amortization of all intangible property with a limited economic life, including but not limited to patents and copyrights.

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COPY

EXECUTION OF TRUST INSTRUMENT

Trustors and trustees execute this declaration of trust effective as of December 23, 1986.

HOOVER T. WONG and VIRGINIA S. WONG have read the foregoing declaration of trust. It correctly states the terms and conditions under which the trust estate is to be held, managed and distributed by trustees. Trustors approve the declaration of trust in all particulars and request trustees to execute it. Trustees agree to be bound by the terms of this trust.

TRUSTORS:

TRUSTEES:

Hoover T. Wong  
HOOVER T. WONG

Hoover T. Wong  
HOOVER T. WONG

Virginia S. Wong  
VIRGINIA S. WONG

Virginia S. Wong  
VIRGINIA S. WONG

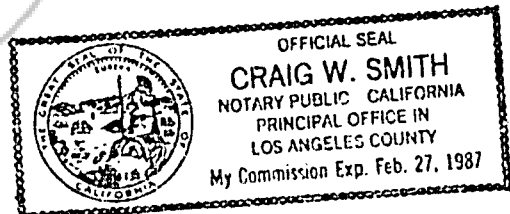
ACKNOWLEDGMENT

State of California )  
County of Los Angeles ) ss.

On 12-23<sup>rd</sup> 1986, before me, the undersigned, a Notary Public in and for the State of California, personally appeared HOOVER T. WONG and VIRGINIA S. WONG, proven to me, on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged that HOOVER T. WONG and VIRGINIA S. WONG executed the same.

Witness my hand and official seal.

[Signature]  
Notary Public



REQUESTED BY  
Bezaire Law Offices  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, CALIFORNIA

'88 MAY -9 P2:54

SUZANNE BEAUDREAU  
RECORDED