Recording requested by and when recorded mail to:

Lucille R. Mechan 10000 Babbill and morthredge la 91325 90-225743

REVOCABLE LIVING TRUST

OF

THOMAS R. MEEHAN AND LUCILLE R. MEEHAN

TRUST WITH A-B TAX PROVISIONS

(FORMULA CLAUSE)

#### DECLARATION OF TRUST

This declaration of trust is made by THOMAS R. MEEHAN and LUCILLE R. MEEHAN as of December 30, 1986.

#### ARTICLE 1

#### APPOINTMENTS AND NAME OF TRUST

- 1.1 NAME: This trust shall be known as "The MEEHAN TRUST dated December 30, 1986."
- 1.2 TRUSTORS: THOMAS R. MEEHAN and LUCILLE R. MEEHAN are the trustors of this trust.
- 1.3 TRUSTEES: Trustors appoint the following as trustee of this trust:

First Appointment: THOMAS R. MEEHAN and LUCILLE R.

MEEHAN, as co-trustees

Second Appointment: THOMAS R. MEEHAN, JR.

Third Appointment: LINDA MEEHAN STAUTH

Fourth Appointment: MICHAEL A. MEEHAN

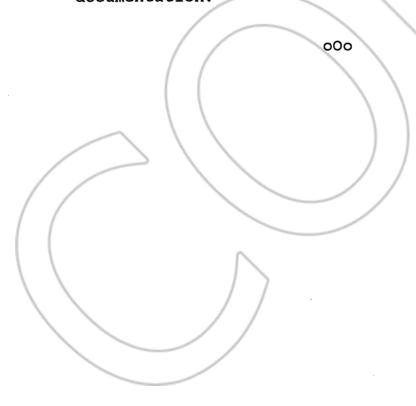
THOMAS R. MEEHAN and LUCILLE R. MEEHAN shall serve as the first trustee. If either THOMAS R. MEEHAN or LUCILLE R. MEEHAN is unable or unwilling to act, the remaining trustee shall serve alone. When both THOMAS R. MEEHAN and LUCILLE R. MEEHAN cease to act, the successor appointee(s) shall serve in the 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 LINDA MEEHAN STAUTH, THOMAS R. MEEHAN, JR., and MICHAEL A. MEEHAN.

- 1.6 CREATION OF TRUST AND ASSIGNMENT OF ASSETS: THOMAS R. MEEHAN and LUCILLE R. MEEHAN, trustors, hereby grant, transfer, assign and deliver to THOMAS R. MEEHAN and LUCILLE R. MEEHAN, trustees of the MEEHAN TRUST dated December 30, 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.



# DISTRIBUTION OF INCOME AND PRINCIPAL

2.1 DURING THE JOINT LIFETIME OF TRUSTORS: During the joint lifetime of THOMAS R. MEEHAN and LUCILLE R. MEEHAN, they shall be entitled to all income and principal of their community property without limitation. With regard to the separate property of either THOMAS R. MEEHAN or LUCILLE R. MEEHAN, 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.

228512

- 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.

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.

228512

- 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 NO POWER OF APPOINTMENT: Upon the death of the surviving trustor, the remaining trust assets shall be distributed as provided in Section 2.13, et. seq.

# AFTER THE DEATH OF BOTH TRUSTORS

- 2.13 AFTER THE DEATH OF BOTH THOMAS R. MEEHAN AND LUCILLE R. MEEHAN: Upon the death of the surviving trustor, the remaining trust estate, including any assets subsequently added to the trust, shall be held, administered and distributed as follows:
  - 2.13.1 30 percent to LINDA MEEHAN STAUTH, if living, otherwise to her issue by right of representation.
  - 2.13.2 30 percent to THOMAS R. MEEHAN, JR., if living, otherwise to his issue by right of represenation.
  - 2.13.3 40 percent to MICHAEL A. MEEHAN, if living, otherwise to his issue by right of representation.
  - 2.13.4 Issue as used herein shall not include adopted children, and it is trustors' express intention that neither an adopted child of trustors, nor the issue of an adopted child of trustors, take any part of trustors' estate.
  - 2.13.5 If at the time of the surviving trustor's death, MICHAEL A. MEEHAN has not attained the age of 30 years, the distribution outlined above shall not take place, but rather the entire trust estate shall remain in trust and be administered as follows:
    - 2.13.5.1 For so long as MICHAEL A. MEEHAN desires he shall have the exclusive right to live in and occupy, rent free, the real property located at 10000 Babbitt

Avenue, Northridge, California, provided he pays all encumbrances, taxes, maintenance and insurance.

If MICHAEL A. MEEHAN decides not to live in and occupy the said real property, LINDA MEEHAN STAUTH or THOMAS R. MEEHAN, JR. shall have the right to live in and occupy the said real property at a reasonable rent be agreed to by all of surviving trustor's children. If it can not be agreed on as to who will live in or occupy the said property, or what the rent shall be, the said property shall be rented out and shall be retained in trust until MICHALE A. MEEHAN attains the age of 30 years.

When MICHAEL A. MEEHAN attains the age of 30 years, or if he has predeceased the surviving trustor, each of trustors' surviving children shall have the option to purchase the above real property at a price to be agreed upon by all of trustor's surviving children. price can not be agreed upon, or if none of the surviving trustor's children desire to purchase the said property, then said property, or the proceeds from any sale of the above property, including the proceeds of a sale to one of the surviving trustor's children, shall be distributed in the percentages and in a manner as indicated in Paragraphs 2.13.1, 2.13.2 and 2.13.3 above.

2.13.5.2

The rest and residue of the trust estate shall be divided and allocated as indicated in Paragraphs 2.13.1 through 2.13.3 above, and the total net income from the allocated shares of LINDA MEEHAN STAUTH and THOMAS R. MEEHAN, JR. shall be paid to each of them from their allocated shares in no less than annual The trustee shall have installments. the discretion to pay to or apply for the benefit of MICHAEL A. MEEHAN, from his allocated share, as much of the principal or income as the trustee deems necessary, in the trustee's absolute discretion, for the health and education of MICHAEL A. MEEHAN, notwithstanding the provisions of Paragraph 2.14.

When MICHAEL A. MEEHAN attains the age of 30 years, or if he has predeceased the surviving trustor, the shares created pursuant to this paragraph shall be distributed as provided for in Paragraphs 2.13, 2.13.1, 2.13.2 and 2.13.3 above.

2.14 HELD IN TRUST FOR BENEFICIARY UNDER THE AGE OF 30: 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 30 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 30 years.

So long as the beneficiary is under the age of 30 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 30 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 30, the undistributed balance of that beneficiary's share of the trust estate 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.

If, at the time of the surviving DEATH OF BENEFICIARIES: 2.15 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.

228512

# TRUSTORS' POWERS

- 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.
- 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.

- 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

Article 3, Page 1

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.

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.



#### TRUSTEE'S POWERS

- 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 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.
- 4.1.15 To insure the assets of the trust against damage or loss, and the trustee against liability with respect to third persons.
- 4.1.16 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

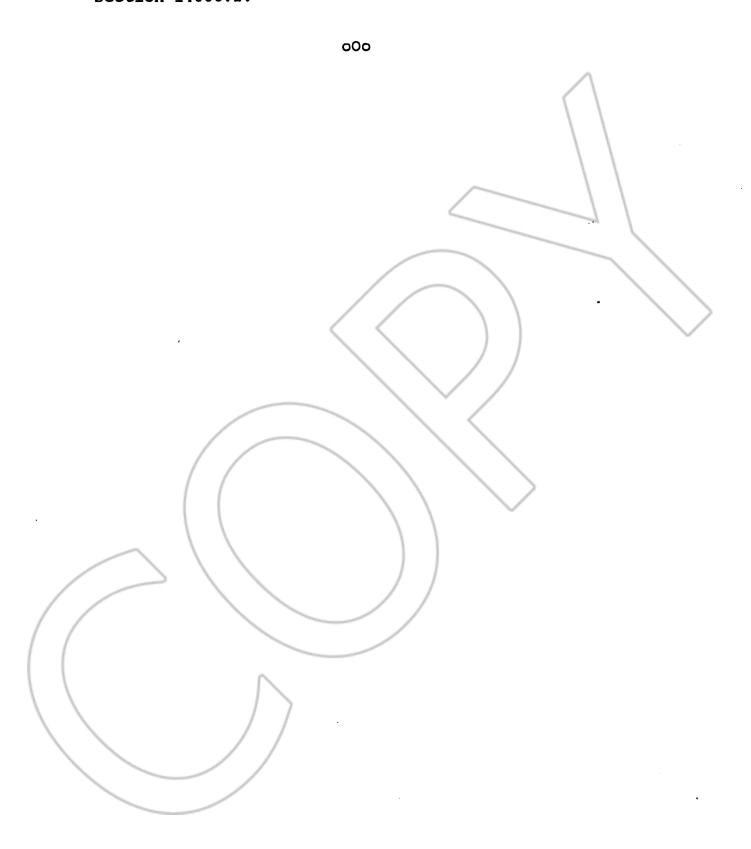
assets, for which advances, with any interest thereon, the trustee shall have a lien on the trust assets as against the beneficiaries.

- 4.1.17 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.
- 4.1.18 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.
- 4.1.19 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.
- 4.1.20 To pay taxes, assessments, reasonable expenses, incurred in the collection, care, administration and protection of the trust.
- 4.1.21 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.
- 4.1.22 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.
- APPLY FOR GOVERNMENT ASSISTANCE: The trustee shall have the power to deal with governmental agencies. To make applications for, receive and administer any of the following benefits, if applicable: Medi-Cal, Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other government resources and community support services available to the elderly; i.e. California Department on Aging, Federal Older Americans Act, Nursing Home Ombudsman, "Senior Day Care" programs, and senior centers.
- 4.7 POWER TO BENEFIT UNDER WELFARE & INSTITUTIONS CODE SECTION 14006.2: The trustee shall have the power to explore and implement Medi-Cal planning strategies and options. To plan and accomplish asset preservation in the event a trustor needs long-term health and nursing care. Such planning shall include, but is not necessarily limited to, the power and authority to: (1) make home improvements and additions to the trustors' family residence; (2) pay off partly or in full the encumbrance, if any, on the trustors' family residence; (3) purchase a family residence, if the trustors do not own one; (4) purchase a more expensive family residence; (5) transfer the family residence to the trustor-spouse who does not need long-term medical, health, or nursing care under Welfare & Institutions Code Section

14006.2; (6) divide community property assets equally between the trustors under Welfare & Institutions Code Section 14006.2.



## GENERAL PROVISIONS

- 5.1 LAW FOR CONSTRUCTION OF TRUST: This trust shall be governed by the laws of the State of California.
- 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

- INCAPACITY OF TRUSTEE: Whenever a licensed medical 5.5.1 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 vacated and the co-trustee or 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.
- INCAPACITY OF SURVIVING TRUSTOR OR BOTH TRUSTORS: 5.5.2 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

Article 5, Page 2

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.

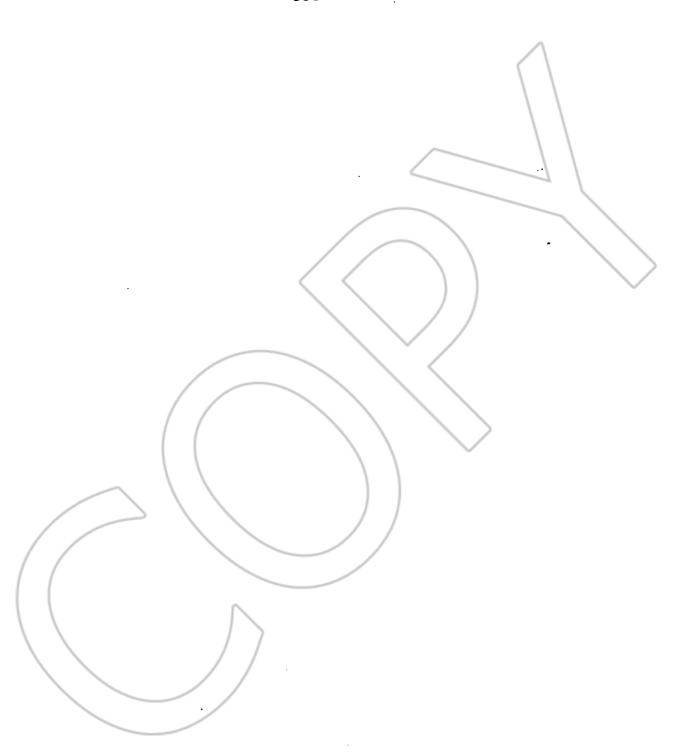
Distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal. All premiums and all discounts received in connection with the purchase of any bond or other obligation shall be amortized by making an appropriate charge or credit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

Article 5, Page 3

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.

000



WTO7A 121186

Article 5, Page 4

228512

# EXECUTION OF TRUST INSTRUMENT

Trustors and trustees execute this declaration of trust effective as of December 30, 1986.

THOMAS R. MEEHAN and LUCILLE R. MEEHAN 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:

Tromas f. Melhan

THOMAS R. MEEHAN

TRUSTEES:

THOMAS D MEEHAN

Jucille & meetan

LUCILLE R. MEEHAN

ACKNOWLEDGMENT

State of California

SS.

County of Los Angeles

On 12-30-86, before me, the undersigned, a Notary Public in and for the State of California, personally appeared THOMAS R. MEEHAN and LUCILLE R. MEEHAN, proven to me, on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged that THOMAS R. MEEHAN and LUCILLE R. MEEHAN executed the same.

Witness my hand and official seal.

Notary Public





I hereby certify that this is a true copy of the record if the seal of this office is impressed in purple ink-----

ERROL'J. MACKZUM

Auditor-Recorder

San Bernardino County, Calif.

REQUESTED BY

SURVIVO DULLAR

IN OFFICIAL OF CORDS OF

DOUGLAS FOLICIADA

'90 JUN 20 P2:16

SUZANNE JEATENERAL PECOFOER

\$2500 DEPUTY

228512