

DECLARATION OF TRUST

(Revocable Trust)

[Trust Name (Number) WHITE FAMILY TRUST NO. LJW-1]

This DECLARATION OF TRUST made and executed this 26TH day of FEBRUARY, 2001,
in the CITY of GARDNERVILLE, State of NEVADA,
by and between, the herein named Trustor(s) and Trustee(s):

Trustor

Name: LEO JAY WHITE
Address: 762 MORNING SUN COURT
GARDNERVILLE, NEVADA 89410

Trustor

Name: VIOLA BEATRICE WHITE
Address: 762 MORNING SUN COURT
GARDNERVILLE, NEVADA 89410

Trustee

Name: LEO JAY WHITE
Address: 762 MORNING SUN COURT
GARDNERVILLE, NEVADA 89410

Trustee

Name: VIOLA BEATRICE WHITE
Address: 762 MORNING SUN COURT
GARDNERVILLE, NEVADA 89410

Successor Trustee No. 1

Name: LEAH JOY BRADLEY
Address: 50 HIGH CHAPARRAL
RENO, NEVADA 89511

Successor Trustee No. 2

Name: THOMAS MATTHEW WHITE
Address: 419 E. AVE G6
LANCASTER, CALIFORNIA 93535

BENEFICIARY (BENEFICIARIES)

Name of Beneficiary(ies)

Name of Beneficiary(ies)

BEVERLY SUZANNE CHONG

LEAH JOY BRADLEY

SHARON LOUISE ANDRESS

THOMAS MATTHEW WHITE

WITNESSETH:

1. TRUST INTENT AND BENEFICIARY SURVIVORSHIP CLAUSE.

The Trustor(s) has(have) caused the transfer of all of his(her)(their) rights, title and interest in and to the property herein described in Clause No. 2 of this Declaration of Trust, to the above named Trustee(s) to be held In Trust for the use, benefit and enjoyment of the above named Beneficiary(Beneficiaries) in equal shares, except that if any such beneficiary named above does not survive me(us), then that Beneficiary's share of the Trust Property shall be distributed as follows:

- a) IN EQUAL SHARES TO THE SPOUSE AND CHILDREN OF EACH BENEFICIARY.
- b) IN THE EVENT, ANY BENEFICIARY AND THEIR SPOUSE AND/OR NO CHILDREN DOES NOT SURVIVE ME(US) THEN THAT BENEFICIARY'S SHARE IS TO BE EQUALLY DIVIDED WITH THE OTHER REMAINING BENEFICIARIES.

2. TRUST PROPERTY CLAUSE. (When Page 1 is either Form AT-101-1 or Form AT-101-2)

(a) The property being initially transferred by the Trustor(s) to establish this DECLARATION OF TRUST is situated and described as follows: (Describe separately each item of property and its situate, i.e., City, County and State)

- (1) REAL PROPERTY: ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: LOT 43 AS SET FORTH ON THE FINAL MAP OF TILLMAN ESTATES, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON APRIL 12, 1994, IN BOOK 494, AT PAGE 2194, AS DOCUMENT NO. 334956.
A.P.N. 1220-21-110-034
- (2) ALL SUMS ON DEPOSIT IN BANK ACCOUNT NO. 0194820700 AT WELLS FARGO BANK NEVADA.N.A. 1542 HIGHWAY 395, GARDNERVILLE, NEVADA 89410
- (3) 1977, CHEVROLET PU, VEHICLE I.D. NO. 000CCL247Z210139
- (4) 1984, LINCOLN TOWN CAR, VEHICLE I.D. NO. 1LNBP96F3EY618275
- (5) ALL HOUSEHOLD FURNISHINGS, APPLIANCES AND EFFECTS IN THE FAMILY HOME LOCATED AT 762 MORNING SUN COURT, GARDNERVILLE, NEVADA, WHICH INCLUDES: 7 ROOMS OF FURNITURE, REFRIGERATOR, WASHER AND DRYER, PRO-FORM 745CS TREAD MILL, DP AIR-GOMETER EXERCISE EQUIPMENT, "GREEN" COLONIAL CLOCK MODEL 35P, REDWOOD SLAB CLOCK, PANASONIC 27" TV MODEL CT-27SP14 S/N LC80850377, EMERSON 13" TV MODEL ECRI350 S/N 303-8306915, SONY FM STEREO/FM-AM RECEIVER MODEL STR-D1015 S/N 816079, TOSHIBA VCR PLUS MODEL M-656 S/N 19528092, SONY COMPACT DISC PLAYER MODEL CDP-C445 S/N 8823733, PANASONIC VCR MODEL PV-7453 S/N G7SA17103, WOOD CRAFTED PLAQUES/PICTURES, PHOTOGRAPHS AND PORTRAITS, KITCHEN WARE AND DISHES, ALL WINDOW AND BED COVERINGS AND TROY-BILT LAWN MOWER.

including any other real and/or personal property of every kind and nature which the Trustee(s) may, pursuant to any of the provisions hereof, at any time hereafter acquire, hold or cause to be made payable to this Trust, and the investments and reinvestments (all such property being hereinafter referred to collectively as the Trust Property) for the benefit, purposes and uses, and upon the terms and conditions herein set forth.

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3. AUTHORITY, POWER AND RIGHTS OF TRUSTOR(S).

(a) The Trustor(s) reserves unto himself(herself)(themselves) the authority, power and right to amend, modify or revoke the TRUST hereby created. No prior notice to or consent of any Beneficiary or the Trustee(s) shall be required.

(b) the Trustor(s) may at any time appoint, substitute or otherwise change the person(s) designated to act as Trustee(s) or Successor Trustee under this TRUST hereby created. No prior notice to, or consent of, any such Trustee, Successor Trustee or Beneficiary(ies) shall be required.

(c) All amendments, notices or other documents and instruments affecting or furthering the purposes of this Declaration of Trust shall be in writing and upon proper form.

4. TRUSTOR'S(S)' EXCLUSIVE RIGHT TO TRUST INCOME.

The Trustor(s) during his(her)(their) lifetime, shall be exclusively entitled to all income accruing from the Trust Property. No Beneficiary named herein shall have any claim upon such Trust Income or profits.

5. TRUSTOR'S(S)' AUTHORITY TO ENCUMBER TRUST PROPERTY.

The Trustor(s), in his(her)(their) capacity as Trustee(s) shall be empowered with the discretionary authority to mortgage, pledge, hypothecate or otherwise encumber with a lien any or all of the Trust Property. Said lien(s) may be satisfied, settled or discharged from the income, rents or profits accruing from the Trust Property, or any other non-trust property owned by the Trustor(s), if he(he)(she)(they) so elect.

6. POWERS OF TRUSTEE(S).

(a) The Trustee(s) under this Declaration of Trust has(have) all of the discretionary powers deemed necessary and appropriate to administer this Trust, including, but not limited to, the power to buy, sell, trade, deal, encumber, mortgage, pledge, lease or improve the Trust Property whether real or personal in nature including every type and nature of both debt and equity instruments, option contracts and/or limited partnership interest, when such action is deemed to be in the best interest and furtherance of the Trust purposes.

(b) In the event this Declaration of Trust provides for more than one Trustee(Co-Trustee), and unless the co-trustee designation on page 1 of this Declaration of Trust utilizes the conjunction "and," the exercise of any and all authorities, powers and rights accorded to said Trustees under this Trust shall not be construed as requiring the Trustees to act in unison in order to exercise any Trust authority or power, but that each such Co-Trustee may severally exercise any of the enumerated Trust Powers.

(c) In the event of a physical or mental incapacity or death of one of the Co-Trustees, the survivor shall continue as the Sole Trustee with full authority to exercise all of the powers and rights accorded to a Trustee under this Trust.

(d) The Trustee(s) shall be fully authorized to pay over or disburse to the Trustor(s), any amounts requested by said Trustor(s) from the income or principal of the Trust, from time to time.

7. AUTHORITY OF SUCCESSOR TRUSTEE(S) TO ADMINISTER THE TRUST.

(a) The Successor Trustee(s) shall, upon either the death of the Trustor, the simultaneous deaths of the Co-Trustors, or the death of the surviving Co-Trustor, assume the active administration of this Trust, and forthwith, in compliance with those provisions or restrictions imposed by State Laws, transfer all right, title and interest in and to the Trust Property unto the Beneficiaries, subject, however, to the provisions of Clause 10 below, if applicable.

(b) The Successor Trustee(s) shall assume the active administration of this Trust during the lifetime of the Trustor(s) when the Trustor or Trustors is(are) unable to actively and competently exercise any of the authorities, powers or rights so accorded under this Trust by reason of a sustaining Medical or Mental Impairment, as certified by a competent attending medical authority.

(c) If more than one Successor Trustee is named and designated in this Declaration Of Trust, the discharge of their duties shall be: (check one) jointly. severally. Successor Trustee Numbered Two shall act only if Successor Trustee Numbered One is unable or unwilling to exercise the authority granted under this Declaration of Trust.

8. TERMINATION OF SUCCESSOR TRUSTEE'S AUTHORITY.

The Successor Trustee's authority and power as provided under Clause 7(b) may be subsequently terminated by the Trustor(s) without the consent of, or prior notice to, said Successor Trustee when the Trustor(s) is(are) sufficiently recovered from the Medical or Mental Impairment as described under Clause 7(b) above, and thus, fully and competently capable of actively administering this Trust.

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The termination of the Successor Trustee's authority to actively administer this Trust under Clause 7(b) shall be effective immediately upon the Successor Trustee's receipt of the Trustor's Notice Terminating all such authorities and powers previously granted by the Trustor(s).

9. AUTHORITY OF SUCCESSOR TRUSTEE TO DISBURSE FUNDS.

The Successor Trustee shall be fully authorized to pay or disburse such sums from the income or principal as may be required, necessary or desirable to maintain the comfort and welfare of the Trustor(s) when the conditions described in Clause 7(b) of this Declaration of Trust prevail.

10. AUTHORITY OF SUCCESSOR TRUSTEE TO CONTINUE TRUST.

(a) The Successor Trustee shall hold in Continuing Trust, upon the death of the Trustor(s) or the surviving Trustor(s), that share of a beneficiary's trust assets when such beneficiary shall not have attained the age of 21 years. During such period of continuing trust, the Successor Trustee, at his(her) discretion, may retain the specific Trust Property in question, if it is deemed to be in the best interest of the beneficiary so to do, or the specific Trust Property may be sold or otherwise disposed of with the proceeds of such sale being invested or reinvested in a reasonably prudent manner.

If said specific trust property shall be productive of income, or if such property be sold or otherwise disposed of, the Successor Trustee may pay, disburse or otherwise expend any or all of the income or principal accruing from such property toward the maintenance, education or support of such beneficiary without the intervention of any parent or guardian, and without application to any Court.

Said payments may be made either to the parents, guardian or any other person or institution exercising the responsibility of maintaining, educating or supporting such beneficiary and without any liability upon the Successor Trustee as to the application thereof.

(b) In the event said beneficiary survives the Trustor(s), but dies before attaining the age of 21 years, the Successor Trustee shall transfer, pay over and deliver the Trust Property being held for such beneficiary to the estate of said beneficiary.

11. INALIENABILITY OF BENEFICIARY'S INTEREST IN TRUST.

The interest of the beneficiary(ies) under this Trust shall be inalienable. Said beneficiary(ies) can not assign, sell, pledge, encumber or otherwise transfer his(her)(their) inalienable interest in the Trust Property to a third party. Nor can such interest be attached, garnished, levied upon or otherwise subjected to any proceedings whether at law or in equity.

12. BENEFICIARY'S PROPORTIONATE LIABILITY FOR ESTATE TAXES.

Each beneficiary hereunder shall be liable for his(her) proportionate share of any estate taxes that may be levied upon the total value of the Trust Property distributed to said beneficiary(ies) upon the death of either the Trustor or the survivor of the Trustor(s).

13. REVOCATION OF DESIGNATION OF BENEFICIARY.

(a) The Trustor(s) is(are) reserved with the right to revoke, at any time, the designation of a herein named beneficiary, without prior notice to or the consent of any other such Beneficiary.

(b) The Trustor(s) may, at any time, either designate a new beneficiary to replace a previously revoked beneficiary designation or designate an additional beneficiary, notwithstanding all previous beneficiary designations. No prior notice to or the consent of any other beneficiary is required.

(c) In the event any Beneficiary under this Trust shall not survive the Trustor(s), the Trustor(s) may designate a new beneficiary to replace such beneficiary by amending this Declaration of Trust. If however, the Trustor(s) fails to so designate a new beneficiary as herein provided, then, upon the death of either the Trustor or the survivor of the Trustor(s), such beneficiary's share of the Trust Property shall be distributed in accordance with the survivor designation provided hereinbefore in Clause 1.

14. NON-LIABILITY OF THIRD PARTIES.

(a) This Trust is created with the express intent and understanding that any third parties, including their Agents, Employees or Vendors, who, upon the written request of the Trustor(s), or under the color of authority granted to the Trustee(s) in this Trust Instrument, perform any duties or render any services in the furtherance of the purposes and intents of this Trust, absent any showing of fraud, shall be under no liability for the proper administration of any assets or properties being the subject of the said third party's acts.

(b) This limitation of liability gives specific protection to any third party who acts, performs or renders any services pursuant

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to any notice, instrument or document believed (and represented) to be genuine, and to have been signed and presented by the proper party(ies).

(c) It is further the express intent of this Trust that the non-liability of all third parties be given broad and prospective application. In particular, a Depository, Custodial Agent or Financial Institution, including (but not limited to): Banks, Brokerage Firms, Credit Unions, Savings and Loan Associations, Transfer Agents, Thrift Associations, or any other person or entity acting in a Fiduciary capacity with regards to any assets or property comprising the TRUST RES, shall suffer no liability, nor incur any express or implied obligations when acting in the capacity of a transferor, upon proper request, of any assets or property either sought to be, or constructively comprising the TRUST RES.

15. EXTENSION OF TRUST POWERS.

This Declaration of Trust shall extend to and be binding upon the heirs, executors, administrators and assigns of the undersigned Trustor(s) and upon the successor(s) to the Trustee(s).

16. BOND AND EXPENSES.

(a) The Trustee(s) under this Declaration of Trust shall serve without Bond.

(b) The Successor Trustee may also serve without bond, except that bond (check one) shall (may) be required when, upon the death(s) of the Trustor(s), whichever applicable, the beneficiary(ies) either shall not have attained majority age or the distribution of the Trust Res to any beneficiary is limited by a proper document that effectively continues the Trust period. The requirement of bond in this instance shall be a nominal amount, chargeable to the Trust Res.

(c) The Successor Trustee shall be reimbursed before final distribution to the beneficiary(ies), for all out-of-pocket expenses incurred in the discharge of duties as Successor Trustee.

(d) Upon the agreement of the beneficiary(ies) including the parent(s) or guardian(s) of any such beneficiary(ies) not of majority age, the Successor Trustee may be reasonably compensated for extraordinary time and efforts employed to accomplish the discharge of duties as Successor Trustee.

17. APPLICABILITY OF STATE LAWS.

This Declaration of Trust shall be construed and enforced in accordance with the Laws of the State of NEVADA

18. TRUST NAME.

The name of this Trust, which it shall be commonly known as, unless prohibited by law or otherwise, is: WHITE FAMILY TRUST NO. LJW-1

19. HOMESTEAD PROVISIONS.

Trustors reserve the right to reside upon any real property so conveyed or transferred to this Trust as their permanent residence during their lifetimes, it being the intent of this provision to preserve in Trustors the requisite beneficial interest and possessory right in and to such real property in compliance with the applicable sections of the State Homestead or similar Laws to the extent Trustor's possessory right constitutes, in all respects, equitable title in and to said real property.

20. SAVING CLAUSE.

If a State Court of competent jurisdiction shall at any time invalidate any of the separate Clauses of this Declaration of Trust, such invalidation shall not be construed as invalidating the whole of this Declaration of Trust, but only that separate Clause in controversy. All of the remaining Clauses shall be undisturbed as to their legal force and effect.

IN WITNESS WHEREOF, the Trustor(s) has(have) hereunto set his(her)(their) hand(s) and seal(s) the day and year first above written.

Leo J. White
Signature of Trustor

Viola B. White
Signature of Co-Trustor

Leo J. White
LEO J. WHITE
VIOLA B. WHITE

(Notary Acknowledgment or Witness Clause on Next Page 6)

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ACKNOWLEDGMENT

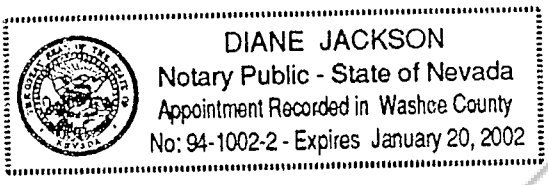
State of Nevada)
County of Douglas) ss.

On this 26 day of Feb, 2001, before me, the undersigned Notary Public, personally appeared LEO J. WHITE AND Viola B. White

known to me to be the individual(s) who executed the foregoing instrument and acknowledged the same to be his(her)(their) free act and deed.

My Commission Expires: 1-20-2002

Diane Jackson
Notary Public



COPY

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COPY

REQUESTED BY
Leo Gary White
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2001 FEB 27 PM 2:02

LINDA SLATER
RECORDER

\$ *13.00* PAID *BL* DEPUTY

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