

TRUST AGREEMENT

Vasken Berberian, Grantor

Rose Berberian, wife of Grantor

Wells Fargo Bank, a corporation

RICHARD CHARLES BERBERIAN - Beneficiary

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5-16701-UM

1 TRUST AGREEMENT

2 This Trust Agreement made May 20, 1963 between
3 VASKEN BERBERIAN as Grantor, ROSE BERBERIAN, wife of the
4 Grantor, and WELLS FARGO BANK, a corporation.

5 1. Trust property. Without consideration and purely
6 out of love and affection for the beneficiary hereinafter
7 named, the Grantor does hereby transfer and assign to the
8 Trustee the property listed in the schedule annexed hereto,
9 receipt of which is hereby acknowledged by the Trustee, to be
10 held in trust for the uses and purposes and subject to the
11 conditions of the trust hereinafter set forth, effective July
12 1, 1963.

13 2. Dispositive provisions. The Trustee shall hold,
14 manage, invest and reinvest the trust property and shall apply
15 and distribute the income and corpus in the following manner:

16 (a) To accumulate the income from the trust estate
17 until RICHARD CHARLES BERBERIAN, born November 14, 1948, son
18 of the Grantor, shall have attained the age of twenty-one (21)
19 years, all of said income accumulated to be added to and
20 become a part of the principal of the trust estate.

21 (b) Notwithstanding the provisions of sub-paragraph
22 (a), the Trustee, in its discretion, during the minority of
23 RICHARD CHARLES BERBERIAN, may use or apply all or any part of
24 the net income of this trust for the benefit of RICHARD
25 CHARLES BERBERIAN, but in no event shall any of the net in-
26 come be used or applied during the lifetime of the Grantor

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1 for the support, maintenance or education of RICHARD CHARLES
2 BERBERIAN, or otherwise to meet the obligations of the Grantor
3 for such support, maintenance or education.

4 (c) After RICHARD CHARLES BERBERIAN has attained his
5 majority, the Trustee, in its discretion, shall have the right
6 to pay over to RICHARD CHARLES BERBERIAN, at any time or from
7 time to time, so much of the net income from the trust estate
8 up to the whole thereof as the Trustee in its absolute dis-
9 cretion may from time to time deem necessary or advisable for
10 the proper care, maintenance, support and education of RICHARD
11 CHARLES BERBERIAN. The balance of the net income, if any,
12 shall be accumulated by the Trustee and from time to time
13 added to the principal of the trust estate.

14 (d) If at any time, in the absolute discretion of the
15 Trustee, RICHARD CHARLES BERBERIAN should for any reason be in
16 need of funds for his proper care, maintenance, support and
17 education, the Trustee may, in its absolute discretion, pay to
18 or apply for his benefit, in addition to the payments herein-
19 above provided, such amounts from the principal of the trust
20 estate, up to the whole thereof, as the Trustee may from time
21 to time deem necessary or advisable.

22 (e) When RICHARD CHARLES BERBERIAN attains the age of
23 thirty (30) years, the Trustee shall distribute and deliver
24 to him one-third (1/3) of the then balance of the principal of
25 the trust estate. When RICHARD CHARLES BERBERIAN attains the
26 age of thirty-five (35) years, the Trustee shall distribute and

1 deliver to him one-half of the then balance of the principal
2 of the trust estate. When RICHARD CHARLES BERBERIAN attains
3 the age of forty (40) years, the Trustee shall distribute and
4 deliver to him all of the then balance of the trust estate.

5 (f) If RICHARD CHARLES BERBERIAN dies before attain-
6 ing the age of forty (40) years, the trust shall, in any event,
7 terminate, and the corpus and all undistributed income shall
8 be paid absolutely to the surviving issue of RICHARD CHARLES
9 BERBERIAN in equal shares, per stirpes, or if there be no such
10 surviving issue, to the estate of RICHARD CHARLES BERBERIAN
11 for the purpose of administration therein.

12 3. Trustee's Powers. In the administration of the
13 trust, the Trustee shall have the following powers, all of
14 which shall be exercised in a fiduciary capacity, primarily in
15 the interest of the beneficiary:

16 (a) To hold and continue to hold as an investment the
17 property received hereunder and any additional property which
18 may be received by it, so long as it deems proper, and to
19 invest and reinvest in any securities or property, whether or
20 not income-producing, deemed by it to be for the best interest
21 of the trust and the beneficiary hereunder, without being
22 limited to trust or chancery investments provided by law and
23 notwithstanding that the same may constitute leaseholds,
24 royalty interests, patents, interests in mines, oil and gas
25 wells or timber lands or other wasting assets and without any
26 responsibility for any depreciation or loss by or on account

1 of such investments.

2 (b) To rent or lease any property of the trust for
3 such time and upon such terms and for such price or prices as
4 in its discretion and judgment may seem just and proper and for
5 the best interest of the trust and the beneficiary hereunder,
6 irrespective of the provisions of any statute or of the ter-
7 mination of any trust.

8 (c) To sell and convey any of the property of the
9 trust or any interest therein or to exchange the same for other
10 property for such price or prices and upon such terms as in
11 its discretion and judgment may be deemed for the best interest
12 of the trust and the beneficiary hereunder, and to execute and
13 deliver any deed or deeds (with or without warranty), receipts,
14 releases, contracts or other instruments necessary in
15 connection therewith.

16 (d) To make all repairs and improvements at any time
17 deemed necessary and proper to and upon real property
18 constituting a part of the trust, and to build, construct and
19 complete any building or buildings upon such property which in
20 its discretion and judgment may be deemed advisable and proper
21 and for the best interest of the trust and the beneficiary
22 hereunder and to determine the extent to which the cost of such
23 repairs and improvements shall be apportioned as between corpus
24 and income.

25 (e) To deduct, retain, expend and pay out of any money
26 belonging to the trust any and all necessary and proper expenses

1 in connection with the operation and conduct of the trust and
2 to pay all taxes, insurance premiums and other legal assess-
3 ments, debts, claims or charges which at any time may be due
4 and owing by, or which may exist against, the trust.

5 (f) To vote upon all securities belonging to the trust
6 and to become a party to any stockholders' agreements deemed
7 advisable by them in connection with such securities.

8 (g) To consent to the reorganization, consolidation,
9 merger, liquidation, readjustment of or other change in any
10 corporation, company or association or to the sale, mortgage
11 or lease of the property thereof or any part thereof, any of
12 the securities or other property of which may at the time be
13 held by it hereunder and to do any act or exercise any power
14 with reference thereto that may be legally exercised by any
15 persons owning similar property in their own right, including
16 the exercise of conversion, subscription, purchase or other
17 options, the deposit, surrender or exchange of securities,
18 the entrance into voting trusts and the making of agreements
19 or subscriptions which it may deem necessary or advisable in
20 connection therewith, all without applying to any court for
21 permission so to do, and to hold and redeem or sell or other-
22 wise dispose of any securities or other property which it
23 may so acquire.

24 (h) To compromise, settle, arbitrate or defend any
25 claim or demand in favor of or against the trust; to enforce
26 any bonds, mortgages or other obligations or liens held

1 hereunder and to enter upon such contracts and agreements and
2 to make such compromises or settlements of debts, claims or
3 controversies as it may deem necessary or advisable.

4 (i) To incur and pay the ordinary and necessary ex-
5 penses of administration, including (but not by way of
6 limitation) reasonable attorneys' fees, accountants' fees,
7 investment counsel fees and the like.

8 (j) To act hereunder through an agent or attorney-in-
9 fact, by and under power of attorney duly executed by the
10 Trustee, in carrying out any of the powers and duties herein
11 authorized.

12 (k) To borrow money for any purposes of the trust, or
13 incidental to the administration thereof, upon its bond or
14 promissory note as Trustee, and to secure the repayment thereof
15 by mortgaging or pledging or otherwise encumbering any part of
16 all of the property of the trust and, with respect to the
17 purchase of any property as part of the consideration given
18 therefor, to assume a liability of the transferor or to
19 acquire such property subject to a liability.

20 (l) To loan or advance its own funds to the trust or
21 any business in which the trust is engaged as sole proprietor
22 or as a general or limited partner, for any purpose thereof,
23 at the current rate of interest at the time any such loan or
24 advance shall be made; also to lend money to any person or
25 persons upon such terms and in such ways and with such
26 security as it may deem advisable for the best interest of the

1 trust and the beneficiary hereunder.

2 (m) To engage in business with the property of the
3 trust as sole proprietor or as a general or limited partner
4 with all the powers customarily exercised by an individual
5 so engaged in business and to hold an undivided interest in
6 any property as tenant in common or as tenants in partnership.

7 (n) To hold securities or other property in this trust
8 in its name as Trustee hereunder, or in its own name, or in
9 the name of its nominee, or to hold such securities un-
10 registered in such condition that ownership will pass by
11 delivery.

12 (o) To determine the manner in which the expenses in-
13 cidental to or in connection with the administration of the
14 trust shall be apportioned as between corpus and income.

15 (p) To make any division or distribution required
16 under the terms of this agreement in kind or in money, or
17 partly in kind and partly in money, and to that end to allot to
18 the trust such stock, securities or other property, real or
19 personal, as to it seems proper in its absolute discretion,
20 and its judgment as to the value of such stock, securities or
21 other property so allotted shall be conclusive on all parties.
22 The Trustee shall not be required to make physical division
23 of the funds except when necessary for distribution of the
24 corpus. The Trustee shall not be required to make any pro-
25 vision on account of the diminution or increase in value of
26 any securities or investments at any time constituting a part

1 of the trust herein created or for depreciation in respect of
2 any tangible property or for the purpose of amortizing or
3 making good any amounts paid in premiums on the purchase of
4 securities or of any other property.

5 (q) The Trustee may freely act under all or any of
6 the powers by this agreement given to it in all matters con-
7 cerning the trust herein created, after forming its judgment
8 based upon all the circumstances of any particular situation
9 as to the wisest and best course to pursue in the interest of
10 the trust and the beneficiary hereunder, without the necessity
11 of obtaining the consent or permission of any person inter-
12 ested therein or the consent or approval of any court and not-
13 withstanding that it may also be acting as trustee of other
14 trusts, or as agent for other persons or corporations in-
15 terested in the same matters, or may be interested in
16 connection with the same matters as stockholder, director or
17 otherwise, provided, however, that it shall exercise such
18 powers at all times in a fiduciary capacity primarily in the
19 interest of the beneficiary hereunder.

20 The powers herein granted to the Trustee may be ex-
21 ercised in whole or in part, from time to time, and shall be
22 deemed to be supplementary to and not exclusive of the general
23 powers of the trustee pursuant to law and shall include all
24 powers necessary to carry the same into effect.

25 5. Limitation on powers. Notwithstanding anything
26 herein contained to the contrary, no powers enumerated herein

1 or accorded to trustees generally pursuant to law shall be
2 construed to enable the Grantor, or the Trustee, or either of
3 them, or any other person, to purchase, exchange or otherwise
4 deal with or dispose of all or any part of the corpus or
5 income of the trust for less than an adequate consideration in
6 money or money's worth, or to enable the Grantor to borrow all
7 or any part of the corpus or income of the trust, directly or
8 indirectly, without adequate interest or security.

9 6. Principal and income. Irrespective of any statute
10 purporting to direct the allocation of principal and income of
11 trusts, the entire proceeds of the sale or transfer (other
12 than a leasing or letting) of any part of the trust property
13 shall be for the account of principal and shall become part of
14 the trust estate and be held as a part thereof. All dividends
15 payable in shares or other securities or obligations of any
16 corporation, irrespective of the kind or rank of the shares,
17 securities or obligations constituting such dividends (other
18 than those expressly stated by the declaring corporation to
19 be out of current earnings), amounts received on the sale of
20 rights to subscribe for stocks and any profit accruing from
21 the exercise of such rights shall be credited to principal
22 and added to the trust estate and shall be held as a part
23 thereof; provided that if the Trustee shall have the option
24 of receiving a dividend (other than a liquidating dividend or
25 other dividend which in the Trustee's judgment is a return of
26 capital) either in cash or in the shares or other obligations

1 or securities of any corporation, it shall be considered as a
2 cash dividend and deemed income, irrespective of the choice
3 made by the Trustee. Where any part of the principal consists
4 of a bond or other obligations or securities of any corporation,
5 it shall be considered as a cash dividend and deemed income,
6 irrespective of the choice made by the Trustee. Where any
7 part of the principal consists of a bond or other obligation
8 for the payment of money, bearing no stated interest but
9 saleable or redeemable at an amount in excess of the issue or
10 purchase price or the market value at the time it was acquired,
11 such accretion, as and when realized, shall inure to income.

12 7. Dealing with third parties. No person, firm or
13 corporation dealing with the Trustee with reference to any
14 property in this trust shall be required to ascertain the
15 authority of the Trustee to make any sale, transfer, mortgage,
16 pledge, assignment or other transfer or disposal of or
17 transactions concerning the trust estate nor shall any such
18 person, firm or corporation be permitted or required to in-
19 quire into the expediency, propriety, validity or necessity
20 of any sale made by the Trustee, nor shall they be in any way
21 responsible for the proper use or application of funds paid
22 by them or any of them to the Trustee under the terms of this
23 trust. Such persons, firms or corporations so dealing with
24 the Trustee shall be entitled to rely upon the delivery,
25 transfer, assignment or other instrument or act disposing of
26 or pledging or mortgaging such property by the Trustee as

1 having been duly authorized in all particulars, and the receipt
2 of the Trustee for any payment made to him or for any assets
3 added hereunder shall be a complete discharge and acquittance
4 to the extent specified in such receipt.

5 8. Spendthrift provision. No money or property pay-
6 able or distributable under this trust shall be pledged,
7 assigned, transferred, sold or in any manner whatsoever
8 anticipated, charged or encumbered by any beneficiary here-
9 under or be in any manner liable in the possession of the
10 Trustee for the debts, contracts, obligations or engagements
11 of such beneficiary, voluntary or involuntary, or for any
12 claims, legal or equitable, against any such beneficiary.

13 9. Records and accounting. The Trustee shall keep and
14 maintain adequate books and records reflecting all income and
15 principal transactions, which books and records shall be open
16 at all reasonable times to the inspection of the beneficiary
17 of this trust and his duly authorized representatives. The
18 Trustee shall furnish at least annual statements of all
19 transactions to the beneficiary while he is receiving benefits
20 hereunder.

21 10. Compensation of Trustee. The Trustee shall be
22 entitled to reasonable compensation (a) for its ordinary
23 services hereunder; (b) for any extraordinary services
24 performed by it; (c) for counsel engaged by the Trustee; (d)
25 for all services in connection with the termination of the
26 trust, in whole or in part. Any disbursements for such

1 compensation or for counsel fees shall be payable, as the
2 Trustee may deem proper, wholly from principal or wholly from
3 income or partly from each.

4 11. Resignation and Successor Trustee. The Trustee
5 may at any time resign from the trust hereby created by depos-
6 iting in the United States mail, postage prepaid, a notice of
7 such resignation addressed to the Trustor and the beneficiary
8 hereunder at the addresses of such persons last known to the
9 Trustee, and such resignations shall take effect at the
10 expiration of sixty (60) days from the date of mailing of such
11 notice, and the affidavit of any officer of the Trustee as to
12 the date of mailing such notice shall be conclusive evidence
13 of its mailing.

14 In the event of the resignation of the Trustee, the
15 Trustor may appoint as successor trustee either a bank or
16 corporation qualified to act as the trust company or any
17 person other than the Trustor or the wife of the Trustor.

18 12. Situs. The powers and duties of the Trustee here-
19 under and its responsibilities and all questions of inter-
20 pretation of this instrument and agreement shall be governed
21 by the laws of the State of California.

22 13. Irrevocability. Having been duly advised that he
23 may legally reserve the power to modify and revoke this trust,
24 the Grantor hereby declares that this trust shall be
25 irrevocable, and the Grantor reserves no right or power of any
26 kind to alter, amend, modify or revoke any of the terms or

1 conditions or provisions of this trust in any way.

2 14. Consent of Wife of Grantor. The wife of the
3 Grantor agrees and consents to the terms, conditions and cov-
4 enants of this agreement and agrees to be bound thereby, not-
5 withstanding that any of the property held hereunder may be
6 community property of the marriage of the Grantor and the
7 wife of the Grantor or the separate property of the wife of
8 the Grantor.

9 15. Binding effect. This agreement and trust in-
10 strument shall extend to and be binding upon the heirs,
11 executors, administrators, legal representatives and successors,
12 respectively, of the Grantor and the wife of the Grantor and
13 the beneficiary hereinabove named.

14 16. Additional property. The Grantor reserves the
15 right to himself or to any other person at any time, by deed or
16 will, to add to the corpus of the trust herein created, and any
17 property so added shall be held, administered and distributed
18 as a part of such trust.

19 IN WITNESS WHEREOF, the parties hereto have executed
20 these presents the day and year first above written.

21 Vasken Berberian
22 Vasken Berberian - Grantor

23 Rose Berberian
24 Rose Berberian - Wife of Grantor

25 WELLS FARGO BANK, a corporation,
26 Trustee

BY D. J. Lauer
Its: Vice President, Trust Officer

BY [Signature]
Its: ASSISTANT TRUST OFFICER

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Schedule

Item 1 - An undivided interest in the capital assets of the limited partnership heretofore conducted by Haig Berberian, as general partner, and the grantor and AMERICAN TRUST COMPANY, as trustee for Diane Berberian, and Haig Berberian Corp., a California corporation, and Isabel Berberian Corp., a California corporation, as limited partners, under the name of Haig Berberian at 217 - 10th Street, Modesto, California, being of a value of \$10,000 part of capital assets of a value of \$40,000 owned by and in the name of Vasken Berberian which, in turn, is a part of the total capital assets of Haig Berberian, a limited partnership, of a value of \$200,000.

The foregoing is the schedule referred to in and attached to the trust agreement dated the 20th day of May 1963 between Vasken Berberian, Grantor, and Rose Berberian, wife of Grantor, and Wells Fargo Bank, Trustee.

Vasken Berberian
Vasken Berberian

Rose Berberian
Rose Berberian - Wife of Grantor

WELLS FARGO BANK, a corp., Trustee
By D. J. Lauer
Its Vice President & Trust Officer

By Bill Zylow
Its ASSISTANT TRUST OFFICER