STATE OF WYOMING)
)ss.
UNITED STATES OF AMERICA)

DECLARATION OF TRUST AND INDENTURE

This Trust is created and authorized to exist by contract, in trust irrevocable, to be administered by persons holding full title as a Board of Trustees, acting collectively as herein set forth, and according to the inalienable common law rights afforded man, under the name of:

M & M

The provisions set forth in this Indenture, as interpreted from time-to-time by resolutions recorded in the minutes of its meetings, shall serve as the Board of Trustees' governing instruments. The Board shall hold title to all Trust assets, and the proceeds, profits and avails thereof, for the ultimate use and benefit of the Beneficial Certificate Holders and any successors or assigns. The Board shall be deemed to have a general power of appointment over the Trust Estate.

The Board shall have the power to borrow money for any reasonable purpose; to sell, convey, exchange, convert, improve, repair, partition, subdivide, allot, or create restrictions, easements or other servitude thereon, and to lease or sublease on terms within or past the duration of the Trust; to make contracts and enter into undertakings relating to the assets, or to any part thereof, without regard to its duration; to participate with any other person, firm, corporation or company, in partnership therewith, in pursuance of any legal purpose; and to make loans to any persons without regard to interest or security.

CERTIFICATION

THIS AGREEMENT, CONVEYANCE and ACCEPTANCE is made and entered into, on the date hereafter appearing in the Indenture, by and between;

THE SETTLOR, Paradise Limited,

of Sacramento, California, who by signature hereto, makes an appointment and an offer to the Board of Trustees to trade all properties herein listed on Schedules "A" and "B", in exchange for all of the Capital Units of the Trust Estate; and

THE BOARD OF TRUSTEES, Alex Yung,

of Wyoming, United States of America, who by signature hereto as First Trustee, accepts an appointment as the Board of Trustees, and agrees to the conditions, terms and provisions of the Indenture, and accepts fees now negotiated, and agrees to issue all capital units of the Trust Estate in exchange for the Settlor's properties as Corpus, thus constituting neither a gift nor a sale.

FILE No. 46-3841
RECORDING FEE $ 36.00
TRANSFER FEE $
FILED FOR RECORD THE 21 DAY OF June, 1994 AT 3:05 O'CLOCK P M. BOOK 5 PAGE 17
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

INITIAL DIRECTION

The Board of Trustees shall have the power, consistent with the provisions of the Indenture and Minutes interpreting the same, to control the Trust Estate for the benefit of the Capital Unit Holders, and shall, through its appointed Managers, take any action which it deems necessary to carry out such purposes; provided however, that the Board shall not possess power to take any action contrary to valid law.

The acceptance and signing of this Indenture by the First Trustee shall constitute the first Board of Trustees, and the signing and acknowledging of appropriate Trust Minutes by subsequently appointed Trustees shall constitute their acceptance of this Indenture and the Trust Estate property in the same manner as the First Trustee, and the assets and emoluments thereof shall immediately vest in any new Trustee as a fiduciary without further act or conveyance, except as may be required by local law. The Board may increase or decrease the number of Trustees as deemed appropriate.

No bond shall be required of the First Trustee, nor shall any bond be required of any future Trustee appointed to the Board, unless the Trust Management, by appropriate Minute, requests such of any newly appointed Trustee.

The Board of Trustees shall, at its discretion, distribute taxable income to the Holders of Capital Units. If after such distribution, any income remains, it shall be deemed principal and allocated to the Corpus. The Holder is entitled to distributable income as determined solely by the number of Capital Units held.

The Board of Trustees shall appoint a Secretary, whose primary duty and power shall be to serve as a Protector of the interests of the Capital Unit Holders hereof. The Secretary may also attest to the Minutes and Resolutions of the Board, and shall have such other powers as given elsewhere herein.

The original Situs or Domicile, and thereby the controlling laws under which the Trust shall be construed, may be changed to any other State or Nation as shall be deemed prudent, wise, necessary, or appropriate by the Board of Trustees.

The Board of Trustees may change the principal resident location of the Trust Administration at any time deemed to be in its best interest.

Notice of a spendthrift provision is hereby given that title to any of the Trust assets shall not vest in any Capital Unit Holder until termination of this Trust, and neither income nor principal shall be liable for the debts of such Holder.

Notice is also given to all persons or legal entities extending credit to, contracting with, or having a claim against this Trust Estate, that the Board of Trustees is not personally liable and such persons must look only to the assets for payment of, or for settlement of any debt, tort, damage, judgment or decree, or for any indebtedness which shall become payable thereunder.

The Settlor hereof requires that the Board of Trustees shall act solely upon the rights guaranteed under the Laws of Contract, and the immunities vouchsafed thereunder, in administering the Trust Estate Assets.

RESIGNATION OR REMOVAL

Any Trustee or Officer shall have the discretionary power to resign in writing. In addition to any other removal from office provided for, a Trustee may be removed from office by the mandate of a court of competent jurisdiction, when guilty of fraud, theft, malfeasance in office, or other sufficient legal cause.

In the event of incapacitation or death of any Trustee, the remaining Board of Trustees shall appoint a qualified successor Trustee. Should there remain no Board to appoint a Successor Trustee, the hereinafter appointed Arbitration Committee shall have the power (or else the Capital Unit Holders may apply to a court of competent jurisdiction) to appoint one Trustee, who shall have the power to appoint other Trustees. Changes of trusteeship for any reason shall not dissolve nor terminate the Trust.

ADMINISTRATION

The Board of Trustees shall pay all taxes, charges, debts, bills and obligations arising out of the maintenance, operation and administration of the Trust.

Any Trustee is authorized to loan or advance funds to the Trust Estate for any purpose and any such loan, together with stated interest, shall be a first lien against the property of the Trust, and shall be repaid therefrom, so long as any such loan or advance is recorded in the Minutes. Any Trustee is authorized to deal with the Trust in financial matters, provided only that in all such transactions, the Trustee shall retain therein the fiduciary obligation.

In any matter for which acting under the Trust name is not deemed to be practical or legal, the Board is authorized to act in the name of individual Trustees, with appropriate reference to their fiduciary capacity; or use such other name or names as the Board deems proper, provided that such does not affect the legality of any actions or of the Trust itself. It may hold property and conduct activities under such name or names as appropriate.

Any person shall be entitled to rely upon a copy of the original Declaration of Contract and any instruments duly executed in accordance with the provisions thereof, to the same extent as the original document, when such copy is approved by the Board of Trustees. An approved Minute of the Board authorizing what it is it determines to do, or what it has done, shall be sufficient evidence that such an act is within its power to those involved with the Trust.

MANAGEMENT

Any Trustee or Officer may hold two or more offices simultaneously in the Trust. The Board shall appoint such officers and executives as it deems necessary. Reasonable compensation of all Trustees, General Managers, Officers, Executives or other persons, shall be fixed and paid at the discretion of the Board. All Trustees, General Managers, Officers and Executives shall have the right to waive any compensation for their services.

The Board of Trustees, either directly or through the managers, shall have the power to contract for the services of any assistants, agents, brokers, attorneys, barristers, solicitors, clerks, aides, sub-contractors, investment counsel, or others as it shall deem expedient for the proper functioning of the Trust .

AMENDMENT

This Trust is expressly irrevocable, and may not be altered or amended in any respect except as herein set forth, and it may not be terminated except through distributions permitted by this Indenture.

The Board of Trustees shall have the power to amend this Indenture to better carry out the purposes and intent thereof, or in order to conform to or comply with any law, rule, regulation, or order of any government body, provided however that any such amendment may not be inconsistent with the basic Trust purposes nor in derogation of the fiduciary obligations to the Capital Unit Holders.

TERMINATION

This Trust shall continue for a term of thirty (30) years from the date shown in the Indenture acknowledgement. Upon the expiration of the term, it shall automatically expire. The Board of Trustees shall have continuing authority to act to wind up the affairs of the Trust Estate, as is necessary, past the date of expiration. In the event that the Indenture was recorded, a "Notice of Termination" shall also be recorded and published, as necessary.

The Board of Trustees shall pay all remaining obligations of the Trust Estate, and distribute the remaining assets to the Capital Unit Holders in direct proportion to the number of Capital Units held. Upon receiving receipts for the distribution of the remaining assets to the Capital Unit Holders, the Board shall be automatically discharged hereunder; provided that its administration and distributions have been made in accordance with the terms and provisions of the Indenture and Minutes. Otherwise, a court of competent jurisdiction may be called upon to review and correct any tort or error.

If the Board of Trustees shall determine that there is a threatened depreciation in value, or if the total value of the Corpus falls below One Hundred (100) Dollars, or if other sufficient reasons necessary to protect and conserve Trust Estate assets occur so that an earlier termination is necessary, the Board may, by following the procedure to be used upon its expiration, terminate the Trust at any date earlier than its designated term.

RENEWAL

The Trust Estate may also be renewed prior to its termination for any reasonable term not to exceed the original term, if it is deemed by the Board of Trustees to be in the best interests of the Capital Unit Holders, and none of them object.

If any Holder objects, the Board may at its discretion, distribute to that Holder such portion of the Trust assets as would have been entitled had it terminated, and then shall continue the Trust as to the remaining Corpus and Capital Unit Holders. In that case, the Board shall redistribute the Capital Unit(s) of that Holder to the remaining Capital Unit Holders on a pro-rata basis.

A resolution of any such renewal shall be entered in the Minutes of the Trust. If the Indenture has been recorded, notice of renewal shall also be recorded, and published as necessary. Any vote concerning renewal shall take place not less than Sixty (60) days prior to the date the Trust is due to expire. If renewed, it may in like manner be renewed again before the end of any renewal term.

CAPITAL UNITS

The Capital Units shall be in the form of Trust Certificates. The Board of Trustees may subdivide Capital Units into shares of smaller denomination, or smaller denominations may be merged into larger ones, but the total Capital Units shall remain the same as the original number specified herein.

The original issue by the Board of Trustees shall be One Hundred (100) Capital Units.

At the creation of this Trust, all Capital Units shall be exchanged by the Board of Trustees with the Settlor, unless said party directs that the Capital Units, or any part of such, shall be transferred to any other designee(s).

The initial transfer of Capital Units shall be recorded by the Board of Trustees, as well as any future transfers, in the records of the Trust, and such records shall be proof of the proper Holder of any Units issued by the Board. These Units, following the initial transfer, shall be strictly limited in transferability as set forth below. The proportionate number of Units held shall be the percentage of any distribution due to that Holder for any distributions that are made. The proportionate number of Units held shall also be the percentage such Holder shall be entitled to of any Trust assets which remain at its termination.

The holding of Units does not entitle the Person to any management power or rights; nor shall the death of a Holder, or transfer by a Holder, entitle his heirs, legal representatives, or transferees to demand a division of the property of the Trust, nor any special accounting, nor entitle such to any rights whatsoever, except that any proper transfer of Units shall entitle the new Holder to the exact same rights as the Prior Holder. All rights of the Certificate Holder are null and void and terminate upon the death of that Holder.

DISTRIBUTIONS

The Board of Trustees shall have full authority to determine what shall constitute principal of the Trust Estate, gross income therefrom, and net income distributable under the terms of this Indenture to the Capital Unit Holders; and to make an allocation between that principal and income, at convenient intervals no greater than annually, and any such determination shall be conclusive.

MEETINGS

The Board of Trustees shall provide for meetings at stated intervals without notice. Special meetings may be called by one or more Trustees or Officers upon three (3) days notice, which may be waived by any or all Parties. Participation and voting at any meeting may be by way of telephone or other electronic process, as well as physical presence, so long as any such absent voting is agreed upon by all the Parties to the vote.

Unanimous vote or approval is hereby expressly required for all actions taken by the Board of Trustees, i.e. unless any vote, approval or consent on any matter brought before the Board is unanimous, that matter cannot be acted upon by the Board.

AGREEMENTS AND INTENT

It is expressly declared that a Trust Estate by contract is hereby created, and not a trust agreement by gift, or a partnership, or a corporation, or a joint venture, or any entity of statutory nature. Nothing contained herein shall be construed as an intent to contravene any law, nor to delegate any special power belonging exclusively to company law, or to a franchise of incorporation.

It is expressly provided that the Board of Trustees shall not possess nor exercise any power which would by its possession or exercise cause the income of the Trust Estate to be taxed to the Settlor hereof, nor any other persons, other than the Capital Unit Holders as income distributees. To that end, the Board may not terminate the Trust at any time before the expiration of at least Ten (10) years after the date appearing in this Contract, if by such termination any portion of Corpus or income will revert to the Settlor thereby.

The Board of Trustees shall not be required to obtain authority or approval of any court in the exercise of any power conferred hereunder and shall not be required to make current reports or any accounting thereto. Should it become necessary for a court of competent jurisdiction to protect the administration of the Corpus herein, it too shall be guided by the terms, conditions, purposes and intent of this Indenture and any Minutes interpreting the same.

Settlor agrees and covenants that he shall not, and has not, engaged in any secret agreements or prearrangements of any type with any Trustee of this Trust, that obligates that person to act in any manner other than as a fair, unbiased and independent fiduciary in the best interest of the Capital Unit Holders.

Under no circumstances shall the Settlor have any interest in any investment made by the Board of Trustees, other than such legal interest as would a stranger to the Trust Estate in the particular transaction. The Board is authorized to deal with the Settlor, to purchase property, or to sell property, but always at the fair market value and for adequate and full consideration.

Any person may add property to the Trust Estate by grant, gift, will or by deed, with the consent of the Board.

NOTICE

Reference herein to the masculine gender shall include the feminine gender and the singular shall include the plural as is necessary for proper construction. Reference to the Settlor shall also include reference to any person deemed by operation of law to be the Settlor, as is necessary for proper construction.

If any sentence, paragraph, section or provision of this Indenture or of the Trust Minutes is held to be unenforceable or invalid, it shall not affect any of the remaining provisions, and they shall be given legal effect nonetheless.

ACKNOWLEDGEMENT

IN WITNESS WHEREOF, the Settlor hereto, and the First Trustee and acceptor hereof as the Board of Trustees, have hereunto set their hands and seals in token and recognition of an offer and its acceptance for adequate consideration, and to signify agreement and approval of the objectives, terms and conditions imposed and expressed in this Declaration of Trust Contract of

M & M

A TRUST ESTATE.

P. Hintz

SETTLOR, Paradise, Limited

Alex Yung

TRUSTEE, Alex Yung

SACRAMENTO)
)ss.
CALIFORNIA, U.S.A.)

BEFORE ME, The undersigned authority duly commissioned by law to administer

oaths, personally appeared Phyllis Hintz and Alex Yung, known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the foregoing instrument and who acknowledged that they executed and delivered the same for the purposes and considerations therein expressed, as their own free act and deed.

The First Trustee affirmed by his signature that he evidences acceptance, as the Board of Trustees, and of the obligations and the faithful performance of all duties under this Indenture, as his own free act and deed.

SUBSCRIBED AND SWORN before me, Karen L. Younce, by the said

parties on this 17th day of August, 1989.

TO CERTIFY WHICH witness my hand and offical seal of office.

Karen L Younce . Seal:

Official Signature

OFFICIAL SEAL
KAREN L. YOUNCE
NOTARY PUBLIC- CALIFORNIA
LOS ANGELES COUNTY
MY COMMISSION EXP. NOV.18,1991

Comm. Expires: