

PRICE LAW OFFICES, P.A.  
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City/State/Zip

Phone #

900004738119--0  
-12/26/01--01027--001  
\*\*\*350.00 \*\*\*350.00

**DO100000036**

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (If known) (Check Use Only)

1. WU Trust (Corporation Name) 000000036 (Document #)

2. \_\_\_\_\_ (Corporation Name) \_\_\_\_\_ (Document #)

3. \_\_\_\_\_ (Corporation Name) \_\_\_\_\_ (Document #)

4. \_\_\_\_\_ (Corporation Name) \_\_\_\_\_ (Document #)

- Walk in
- Mail out
- Pick up time \_\_\_\_\_
- Will wait
- Photocopy
- Certified Copy
- Certificate of Status

**NEW FILINGS**

- Profit
- Not for Profit
- Limited Liability
- Domestication
- Other

**AMENDMENTS**

- Amendment
- Resignation of R.A., Officer/Director
- Change of Registered Agent
- Dissolution/Withdrawal
- Merger

**OTHER FILINGS**

- Annual Report
- Fictitious Name

**REGISTRATION/QUALIFICATION**

- Foreign
- Limited Partnership
- Reinstatement
- Trademark
- Other

FILED  
01 DEC 25 PM 12:57  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

12/31

Examiner's Initials

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE  
TO FILE OR QUALIFY**

**WU TRUST  
AN IRREVOCABLE TRUST**

**FILED**  
01 DEC 26 PM 12:57  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Trustee of Wu Trust, a Florida trust, hereby order to file or qualify Wu Trust in the State of Florida

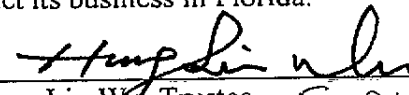
1. Two or more persons are named in the Trust.
2. The principal address is 2102 Climbing Ivy Drive, Tampa, Florida 33618.
3. The registered agent and office in the State of Florida is:

Mr. Hung-Lin Wu  
2102 Climbing Ivy Drive  
Tampa, Florida 33618

4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept appointment as registered agent and agree to act in this capacity.

  
\_\_\_\_\_  
(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

  
\_\_\_\_\_  
Hung-Lin Wu, Trustee *FDL WOOD 33253 3760*

**NOTARY**



*Lori Hakeem*  
*12/20/01*


Filing Fee: \$350.00  
Certified Copy: \$ 8.75 (optional)

December 19, 2001

TO WHOM IT MAY CONCERN:

The Trust Agreement dated August 1, 1994 that created the Wu Trust specifically enumerates powers granted its trustee, Mr. Hung-Lin Wu, in Article III, paragraph E. Subparagraph (1) grants to the trustee, Mr. Wu, the power to change the situs of Wu Trust to any place in the United States of America or any other country.

By execution of this document, I, Hung-Lin Wu, trustee of Wu Trust, hereby change the situs of the Wu Trust from the State of Virginia to the State of Florida, effective immediately.

  
Hung-Lin Wu  
FOL W000-332-53376-0

NOTARY:



Lori Hakeem  
12/20/01

For further information, please contact Hung-Lin Wu, Trustee and Registered Agent of Wu Trust, 2102 Climbing Ivy Drive, Tampa, Florida, 33618.

WU TRUST

I, LIN YUAN-YANG HSIEH, of Taiwan, Republic of China, make this Trust Agreement dated August 1, 1994 with HUNG-LIN WU (my "Trustee")

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TALLAHASSEE FLORIDA

ARTICLE I  
CREATION AND DISTRIBUTION OF TRUST

A. Creation of Trust. I have transferred to my Trustee the assets listed on the attached Schedule. My Trustee shall hold all assets received in trust to be administered under the terms of this Agreement. The Beneficiary of the Trust is CHU-YEN WU, age eleven (11).

B. Trust Until Age Twenty-one. Until a beneficiary shall reach the age of twenty-one (21), my Trustee may pay to or for the benefit of such beneficiary as much of the net income or principal of the Trust allocable to such beneficiary's share as my Trustee may deem appropriate for any purpose. My Trustee may distribute principal while income is accumulated and shall annually add any undistributed income to principal. In the event the principal amounts contained in the share of each beneficiary are not equal, income shall be allocated in proportion to the average balance of such principal amounts during the year.

C. Trust After Age Twenty-one (21). My Trustee may pay annually to each beneficiary who has reached the age of twenty-one (21) the net income of the Trust allocable to the share of such beneficiary and may pay to or for the benefit of each such beneficiary all or any part of the principal as my Trustee may deem appropriate for any purpose, as long as said total distribution (to

each beneficiary) does not exceed one-half of the principal and accumulated interest contained in such beneficiary's share of the Trust.

D. Final Distribution of Trust. At any time after January 1, 2020, my Trustee shall distribute all of the remaining principal and undistributed income of the Trust to each beneficiary, in the amount equal to the principal and income remaining in such beneficiary's share, upon the beneficiary's written request.

E. General Power of Appointment. If the beneficiary dies before the Trust is terminated, my Trustee shall distribute that beneficiary's share of principal and any undistributed income of the Trust as the beneficiary may appoint by specific reference to this power in the beneficiary's Will. The beneficiary may appoint to or for the benefit of any persons, including the beneficiary's estate, and the beneficiary may appoint outright, to a custodian or to a Trustee to be held in further lawful trust. After the payment of taxes as later provided, my Trustee shall distribute the beneficiary's share of unappointed principal and income of the Trust to the beneficiary's then living descendants, per stirpes, or if there are none, to the heirs at law of the beneficiary.

ARTICLE II  
INTERESTS VESTING IN CERTAIN BENEFICIARIES

A. Vested Interests Retained in Trust. Whenever any Trust interest vests in a beneficiary under age twenty-one (21), my Trustee may hold the interest in Trust. My Trustee may pay to or for the benefit of the beneficiary as much of the net income or principal of

the Trust as my Trustee may deem appropriate for the beneficiary's support, health and education. Upon age twenty-one (21) and January 1, 2020, my Trustee shall distribute the Trust assets to the beneficiaries as set forth above. If the beneficiary dies before 2020, my Trustee shall distribute the Trust assets to the beneficiary's estate, and shall be thereafter disbursed according to my directions in Article I above.

B. Distribution to Custodian. My Trustee may also distribute any interest vesting in a beneficiary under age twenty-one (21) to a custodian under the Virginia Uniform Gifts to Minor Act.

C. Vesting Not Postponed. The provisions of this Article shall not postpone vesting of any interest in the beneficiary.

ARTICLE III  
FIDUCIARIES

A. Resignation of Trustee. HUNG-LIN WU or any successor Trustee, may resign as Trustee by written notice to me if I am then living and competent to receive notice, and otherwise to my daughter, Tsui-Kuen Hsieh Wu, if Tsui-Kuen Hsieh Wu is then living and competent to receive notice, and to the beneficiaries, or if either beneficiary is a minor, to a parent or other adult personally responsible for the beneficiary. The resignation shall be effective upon appointment of a successor Trustee.

B. Successor Trustee. If any Trustee resigns or ceases to serve, my daughter, Tsui-Kuen Hsieh Wu, or if Tsui-Kuen Hsieh Wu is not living and competent to do so, the beneficiaries, if the beneficiaries, or either of them, is living and competent to do so,

may appoint any competent person or any bank or trust company having trust powers as successor Trustee. The appointment shall be effective upon written acceptance of fiduciary duties by the successor Trustee. If no successor Trustee is so appointed, a successor Trustee may be appointed as provided by law upon application of the resigning Trustee or any beneficiary.

C. Actions of Predecessor. No Trustee serving under this Agreement shall be responsible for or required to inquire into any fiduciary actions occurring before such Trustee's appointment.

D. Compensation. The Trustee shall receive for his services compensation not to exceed the amount provided by Section 64.1-26-30, Code of Virginia.

E. Fiduciary Powers. In addition to the powers granted by law, I grant my Trustee the powers set forth in Section 64.1-57 of the Code of Virginia, and I incorporate that Code Section in this Agreement by this reference. However, my Trustee shall not exercise any power specifically prohibited under this Article or any other power that would cause Trust income to be taxable to me or the Trust assets to be taxable in my estate. If any asset donated to this Trust does not meet the requirements of the prudent man standard set forth in Section 26-45.1 of such Code, my Trustee may nevertheless retain the asset for so long as my Trustee may deem appropriate. My Trustee may borrow money for any purpose deemed in the best interest of any Trust under this Agreement, and secure such borrowings with any assets of such Trust. The Trustee shall have the power to pledge or mortgage or place a Deed of Trust on assets of the Trust to secure the debts of another party when in the opinion of the Trustee there

is adequate consideration and/or benefit to the Trust in connection with such transaction.

My trustee shall have in addition to the powers hereinbefore specified the following specifically enumerated powers:

- (1) To change the situs of the Trust and of any property which is part of the Trust to any place in the United States of America or any other country.
- (2) Not to file an inventory of the property which is part of the Trust nor annual accounts of administration with and not to have any of such property examined by any court where such filing or examination is not required by applicable law.
- (3) To retain for any period of time any property which may be received or acquired, even though its retention by reason of its character or otherwise would not be appropriate apart from this provision.
- (4) To collect, receive and receipt for rents, profits or other income from any property which may be held.
- (5) To expend money or other property in order to collect, sell, manage, conserve or administer any property which may be held, or in order to improve, repair, equip, develop, furnish, maintain, alter, extend or add to any such property.
- (6) To sell at public or private sale (including, specifically, the power to initiate or participate in any public offering or underwriting), partition, exchange for like or unlike property, lease for any period of time even though it may be longer than the duration of the Trust, modify, renew or extend any lease,



grant options upon, release, demolish, abandon, dedicate, and otherwise dispose of any property which may be held, upon such terms and condition, including credit, and for such consideration, even though it may be less than the value at which such property was received or acquired, or for such other benefit, even though it may be intangible, as may be deemed appropriate.

(7) To transfer title to, grant rights in and convey in fee simple or otherwise any property which may be held, free of all trusts.

(8) To invest and reinvest in any and all kinds of securities, domestic, or foreign, including common and preferred stocks, bonds, debentures, notes, commodity contracts, mortgages and options on property; in investment trusts and in common trust funds; in any real property; in any personal or mixed property; in any business, mining or farming operation or other venture; or in any other interest or investment medium, even though such investment would not be of a character authorized by applicable law but for this provision.

(9) Not to diversify the property which may be held, whether such property was originally received or subsequently acquired by exchange, investment or otherwise.

(10) To retain cash for reasonable periods of time in amount sufficient to meet anticipated needs, including payment of expenses and to beneficiaries.

(11) With respect to property subject to depreciation or

depletion, to withhold an amount from trust income in the discretion of the Independent Trustee to provide for a reasonable allowance for depreciation or depletion on such property under generally accepted accounting principles.

(12) To do all things necessary, customary or desirable to conduct the affairs of an unincorporated business, mining or farming operation, real estate operation or other venture.

(13) To do all things necessary, customary or desirable to conduct the affairs of any corporation; to act as officer, director, attorney or employee of any corporation; and to place stock in the name of a Trustee or any beneficiary of the Trust in order to qualify him as a director of such corporation.

(14) Alone or with others to organize, reorganize, merge, consolidate, recapitalize, dissolve, liquidate or otherwise create or change the form of any corporation, partnership, joint venture or other entity.

(15) To exercise all voting, sale, purchase, exchange or other rights or options with respect to any security or other property which may be held.

(16) To refuse, reject, or not to exercise any offer to purchase, option to purchase, voting or other right or option with respect to any security to other property which may be held.

(17) To participate in any plan or proceeding for protecting or enforcing any right, obligation or interest arising from any property which may be held; to serve as a member of a

security-holder protective committee; and to deposit securities in accordance with any plan agreed upon.

(18) To expend money or other property, whether by bidding in at foreclosure, by making a contribution to capital, by paying an assessment or otherwise, in order to protect any property which may be held.

(19) To pay, contest, compromise, abandon, release, adjust, submit to arbitration, sue on, defend and otherwise deal with and settle any claim in favor of or against the Trust or the Trustee.

(20) To receive, acquire and retain policies of fire, motor vehicle, business-interruption, title, liability, fidelity, indemnity, or other casualty insurance, either in stock or in mutual companies, in any amount, against any risk in which the Trust has an insurable interest.

(21) To borrow money or other property for such periods of time, upon such terms and conditions, and for such purposes as may be deemed appropriate; to mortgage, pledge or otherwise encumber any property which may be held as security for any such loan; and to renew, extend or refund any existing loan either as maker or endorser.

(22) With respect to any obligation held, whether secured or unsecured, to reduce the interest rate thereon, to continue it upon and after maturity with or without renewal or extension and without regard to the then value of any security, to foreclose upon the security thereof or to acquire such security without foreclosure.

(23) To keep books of account and to make reports thereof upon such reasonable basis and with such detail as may be deemed

appropriate.

(24) To execute any instrument, under seal or otherwise.

(25) To bind absolutely, by any action taken or not taken, all beneficiaries, born or unborn, ascertained or unascertained, of the Trust as against any other party; and no party dealing with the Trustee shall have any duty to follow any property transferred by him to the Trustee.

(26) To sell any property to, to exchange any property with, to purchase any property from or otherwise to deal with any beneficiary of the Trust or with any trust or estate of which either the Donors, or any issue of the Donors is or was a donor or beneficiary, whether created by this instrument or not, even though the Trustee is also a fiduciary of such other trust or estate; and when dealing with any fiduciaries, the Trustee shall have no duty to follow any property transferred by them.

(27) To act notwithstanding the self interest of the Trustee, including the powers to lease, mortgage or sell any property to or lease or purchase any property from any Trustee, to determine the amount of and to receive his compensation for services as Trustee or in any other capacity, in the case of a corporate trustee, to borrow from, deposit money or otherwise deal with its own banking department, to invest in its own stock or stock of any of its affiliates, or to invest in its own common trust fund, and to be interested in any investment, corporation, unincorporated business, farming or mining operation, real estate operation or other venture in which the Trust is interested.

(28) To obtain the advice of accountants, attorneys at law, brokers, investment counsel, realtors, appraisers and other experts, and to compensate such experts by salary, commission, fee or otherwise, and to act pursuant to the advice of such experts without independent investigation.

(29) To delegate to agents: the authority to execute contracts, checks, documents of title and other instruments, to keep books of account, to prepare reports and tax returns, to hold possession and record ownership of securities, bank accounts and other property or to perform any other ministerial function; the authority to perform the following discretionary functions; the management of any investment, unincorporated business, farming or mining operation, real estate operation or other venture (whether by employing agents, giving proxies, entering into voting trusts or otherwise) and the selection of the time to acquire or to dispose of any property which may be held; any power, including this power, possessed by the Trustee which is necessary, customary or desirable so that the delegate may perform any function delegated pursuant to this paragraph; and to compensate such agents by salary, commission, fee or otherwise.

(30) To enter into binding agreements not to exercise any power which they possess upon such terms and conditions and for such reasons as may be deemed appropriate.

(31) To enter into any pooling or unitization agreement.

(32) To advance money on behalf of the Trust for which advances, with any interest, the Trustee shall have a lien on the assets of the Trust as against any beneficiary.

(33) To permit any beneficiary to have the use, possession and enjoyment of any property then distributable pending actual distribution thereof.

(34) To loan money or other property, with or without formal evidence of indebtedness, with or without collateral security, for such periods of time and upon such terms and conditions as may be deemed appropriate to any beneficiary of any trust created by this instrument, to any business controlled by any such beneficiary, or to any estate or trust of which any such beneficiary is a beneficiary, out of any trust created by this instrument from which such beneficiary is eligible to receive income; to make any such loan a lien upon any property payable or distributable to such beneficiary; and to guarantee any loans of any such beneficiary, business, estate or trust.

(35) To receive, acquire and retain any of the property of several trusts created by this instrument undivided until division shall become necessary in order to make any payment or distribution, to hold, manage, invest, reinvest and account for the several shares or parts of shares by appropriate entries in books of account, and to allocate to each such share or partial share its proportionate part of all receipts and expenses.

(36) To retain for any period of time cash or other unproductive property.

(37) To receive, acquire and retain policies and proceeds of policies of life insurance and of immediate and deferred annuities, either in stock or in mutual companies, in any amount, on the life of any beneficiary of any trust created by this instrument,

or on the life of any person in whom such beneficiary or any such trust has an insurable interest; to pay the premiums thereof out of either the income or principal or both of any such trust which is the beneficiary of such policy or out of which the beneficiary of such policy is eligible to receive income; and to exercise all rights, privileges and options available under such policy.

(38) To add to the beneficiaries designated in Article I the spouse of any beneficiary designated in this Trust and children of such spouse whether or not issue of the beneficiary.

F. Restrictions on Use of Trust Assets. My Trustee shall have no power to enable me, my Trustee or any other person to purchase, exchange, deal with or dispose of any trust assets for less than adequate consideration, or to borrow any trust assets without adequate interest and security. No person, other than my Trustee, shall have any power, directly or indirectly, to vote any trust securities, to control any trust investments or to re-acquire or exchange any trust assets by substitution of other property. No trust income or principal shall be used for my benefit or to satisfy my legal obligations, and no trust income or principal shall be used to pay insurance premiums for policies insuring my life.

G. Fiduciary Discretion. The powers and discretions granted to my Trustee are exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties.

ARTICLE IV  
MISCELLANEOUS

A. Irrevocable Trust. This Agreement and any Trust under this Agreement shall be irrevocable. I reserve no power to alter, amend, revoke or terminate this Agreement, in whole or in part.

B. Additional Contributions. I reserve for myself and any other person, with the consent of my Trustee, the right to transfer additional assets to my Trustee. Except to the extent the Donor may otherwise direct, my Trustee shall add the donated assets equally for the benefit of each beneficiary.

C. Payment of Taxes at the Child's Death. If the child does not negate this provision by specific reference to this paragraph in the child's Will, at the death of any child of mine, my Trustee shall distribute to the child's estate from the unappointed principal of the child's separate Trust under Article IV, a sum sufficient to pay the estate and inheritance taxes payable at the child's death and attributable to the principal and undistributed income of the child's separate Trust. The taxes attributable to the principal and undistributed income of the child's separate Trust shall be the difference between (1) the actual taxes payable at the child's death and (2) the taxes that would be payable if the principal and undistributed income of the child's separate Trust were not taxable at the child's death.

D. Spendthrift Provisions. To the extent permitted by law, the principal and income of any Trust shall not be liable for the debts of any beneficiary or subject to alienation or anticipation by a beneficiary except as other provided.



E. Situs. Multiple Counterparts. This Agreement is made or delivered in Virginia and shall be governed by its laws. This Agreement is signed in more than one counterpart, each of which is an original.

WITNESS my signature and seal:

 (SEAL)  
LIN YUAN-YANG HSIEH

The terms of the Trust Agreement are accepted:

 (SEAL)  
HUNG-LIN WU

SCHEDULE A TO TRUST AGREEMENT

<u>Initial Contribution</u>	<u>Value</u>
Cash of \$3,000,000.00	\$3,000,000.00