

Exhibit A

MATILDA NIERI  
114 Somerset Street  
Redwood City, CA 94062

November 8, 1996

Mrs. Ana Leech  
3701 Brandy Rock Way  
Redwood City, CA 94061

RE: IRREVOCABLE TRUST AGREEMENT UTD 04/15/89 FOR THE BENEFIT OF ELISA ZAFFARONI. This Trust Agreement ("the Trust") was executed by Dr. and Mrs. Alejandro C. Zaffaroni as Trustors, and by Matilda Nieri and Martin Gerstel as Trustees on December 3, 1989. Martin Gerstel resigned as Trustee on March 1, 1995 and Jean Wirth accepted the appointment to be Successor Trustee to Martin Gerstel on April 26, 1995. Jean Wirth died on November 8, 1996.

Dear Ana:

By this letter, I hereby appoint you, Ana Leech, to serve in Jean Wirth's place as successor Trustee of the Elisa Zaffaroni Irrevocable Trust Agreement dated 4/15/89 and executed on December 3, 1989 with me until you resign or until you are otherwise unable to act. Said appointment shall be effective upon your written acceptance of this appointment.

Very truly yours,

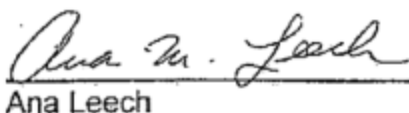
  
Matilda Nieri

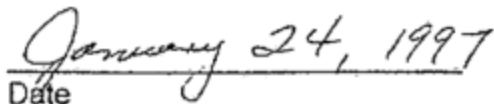
mn

cc: Dr. and Mrs. Alejandro Zaffaroni

ACCEPTANCE OF SUCCESSOR TRUSTEE

I accept the nomination of Matilda Nieri and agree to serve as successor Trustee of the Irrevocable Trust Agreement 4/15/89 for the benefit of Elisa Zaffaroni.

  
Ana Leech

  
Date

ELISA ZAFFARONI

IRREVOCABLE TRUST AGREEMENT

ALEJANDRO ZAFFARONI and LYDA ZAFFARONI, as Trustors, hereby transfer and assign the property described in Schedule "A" attached hereto to MATILDA NIERI and MARTIN GERSTEL, as Trustees. All property herein transferred and assigned or hereafter becoming subject to this Agreement shall be held in trust upon the following terms and conditions:

FIRST: Any person may, from time to time, assign, transfer and deliver or bequeath and devise additional property to the Trustees to be held under and subject to all of the terms, conditions and provisions hereof, which property shall become part of the trust estate upon its acceptance by the Trustees.

SECOND: During the lifetime of ELISA ZAFFARONI, the Trustees shall pay to or apply for the benefit of ELISA ZAFFARONI and any of her issue so much of the net income of the trust as the Trustees shall determine necessary or advisable for the maintenance, support, health or education, including college, graduate and professional education, of ELISA ZAFFARONI and any of her issue, provided that no payments shall be made so as to relieve anyone of the legal obligation to support a beneficiary of this trust. The determination as to the necessity and amount of any payment under the foregoing standard shall be made in the sole and absolute discretion of the Trustees and in light of the needs and best interests of the beneficiaries and all of the

circumstances existing at the time of the determination, including the size of the trust estate, the probable future needs of the beneficiaries, other resources available to the beneficiaries as actually known to the Trustees and the immediate and long-term tax impact of any distribution. Implicit in the foregoing, and intended by the Trustors, is the authority of the Trustees to vary the amount of income and principal to be paid to or for the benefit of any of said beneficiaries and to withhold payments from all of them or from one or more of them. Any income not so expended shall be accumulated and from time to time added to the principal of the trust.

THIRD: Upon the death of ELISA ZAFFARONI, the Trustees shall hold, apply and distribute the trust estate as follows:

A. The Trustees shall divide the trust estate into as many equal shares as there are children of ELISA ZAFFARONI then living and children of ELISA ZAFFARONI then deceased who have left issue then living, and shall hold, apply and distribute said shares as follows:

1. One such share set aside for a child of ELISA ZAFFARONI shall be held in trust until the death of such child, whereupon the Trustees shall divide the trust estate remaining into as many equal shares as there are children of such child then living and children of such child then deceased who have left issue then living, and shall hold, apply and distribute said shares as hereinafter set forth.

- 2.

If such child shall die without leaving issue then living, the trust estate remaining shall vest in and be distributed to the then living issue of ELISA ZAFFARONI, by right of representation; or if none, to the then living issue of ALEJANDRO A. ZAFFARONI, by right of representation, or if none, to the Trustors' then living issue, by right of representation, provided that if the Trustees shall hold property in trust under the terms of this Agreement for any of the Trustors' issue who would otherwise be entitled to a distribution of a share of such deceased child's trust or if there be in existence a trust for the benefit of any issue of the Trustors who would otherwise be entitled to a distribution of the trust property, the provisions and terms of which are substantially identical to the provisions and terms of any trust established under this Agreement, and where the Trustees are identical, the Trustees shall add such issue's share to the principal of said trust and such share shall be held, applied and distributed in like manner therewith.

2. One such share set aside for the living issue of a deceased child of ELISA ZAFFARONI shall be divided into, as many equal shares as there are children of such deceased child then living and children of such deceased child then deceased who have left issue then living, and such shares shall be held, applied and distributed as hereinafter set forth.

3.

3. The following provisions shall apply to the shares of trust set aside under the preceding subparagraphs 1 and 2 for a grandchild of ELISA ZAFFARONI or for the issue of a deceased grandchild of ELISA ZAFFARONI:

(a) One such share set aside for a grandchild of ELISA ZAFFARONI who has attained the age of thirty-five (35) years shall vest in and be distributed to such grandchild, free of trust.

(b) One such share set aside for a grandchild of ELISA ZAFFARONI who has not attained thirty-five (35) years of age shall be held as a separate trust until such grandchild attains that age, whereupon the trust property then remaining shall vest in and be distributed to such grandchild, free of trust. If such grandchild shall die prior to becoming entitled to a distribution of all the property held for such grandchild's benefit, the trust estate remaining, including accrued or undistributed income, shall vest in and be distributed to the issue of such deceased grandchild then living, by right of representation, or should there be no such issue then living, the trust estate remaining shall vest in and be distributed to such grandchild's then living brothers and sisters, or the then living issue, by right of representation, of any deceased brothers and sisters, and if there be none, the same shall be distributed to the then living

issue of ELISA ZAFFARONI, by right of representation, or if none, to the then living issue of ALEJANDRO A. ZAFFARONI, by right of representation, or if none, to the then living issue of the Trustors, by right of representation, provided that if the Trustees shall hold property in trust under the terms of this Agreement for any of the Trustors' issue who would otherwise be entitled to a distribution of a share of such deceased grandchild's trust or if there be in existence a trust for the benefit of any issue of the Trustors who would otherwise be entitled to a distribution of the trust property, the provisions and terms of which are substantially identical to the provisions and terms of any trust established under this Agreement, and where the Trustees are identical, the Trustees shall add such issue's share to the principal of said trust and such share shall be held, applied and distributed in like manner therewith.

(c) One such share set aside for the living issue of a deceased grandchild of ELISA ZAFFARONI shall vest in and be distributed to such issue, by right of representation.

B. If ELISA ZAFFARONI leaves no issue surviving her, then upon her death the trust estate shall be held, applied and distributed under the terms and conditions of the preceding subparagraph A except that whenever the name of ELISA ZAFFARONI

appears, the name of ALEJANDRO A. ZAFFARONI, her brother, shall appear so that, in effect, his issue become the beneficiaries of the trust.

FOURTH: If any portion of the trust estate is at any time distributable to any great-grandchild of ELISA ZAFFARONI who has not attained thirty-five (35) years of age, then, notwithstanding anything herein to the contrary, his or her share may be continued to be held in trust as a separate trust by the Trustees until such great-grandchild has attained that age, whereupon the trust estate held for the benefit of such great-grandchild shall be distributed to him or her. If such great-grandchild shall die prior to attaining thirty-five (35) years of age, the trust estate remaining, including accrued and undistributed income, shall vest in and be distributed to such great-grandchild's then living issue, by right of representation, or if there be no such issue then living, the trust estate remaining shall vest in and be distributed to such great-grandchild's then living brothers and sisters, or the then living issue, by right of representation, of any deceased brothers and sisters, and if there be none, then to the then living issue of the grandparent of the deceased great-grandchild who is related to the Trustors, or if none, to the then living issue of ELISA ZAFFARONI, by right of representation, and if there be none, to the then living issue of ALEJANDRO A. ZAFFARONI, by right of representation, and if there be none, to the then living issue of

the Trustors, by right of representation, provided that if the Trustees shall hold property in trust under the terms of this Agreement for any of the Trustors' issue who would otherwise be entitled to a distribution under this paragraph FOURTH, or if there be in existence a trust for the benefit of any issue of the Trustors who would otherwise be entitled to a distribution of the trust property, the provisions and terms of which are substantially identical to the provisions and terms of any trust established under this Agreement, and where the Trustees are identical, the Trustees shall add such issue's share to the principal of said trust and such share shall be held, applied and distributed in like manner therewith.

FIFTH: During the continuance of any trust set aside for the benefit of any child, grandchild or great-grandchild of ELISA ZAFFARONI, the Trustees shall pay to or apply for the benefit of such child, grandchild or great-grandchild so much of the net income and principal of the trust held for such child, grandchild or great-grandchild as the Trustees shall determine necessary or advisable for the maintenance, support, health or education, including college, graduate and professional education, of such child, grandchild or great-grandchild. Any income not so expended shall be accumulated and from time to time added to the principal of the trust held for such child, grandchild or great-grandchild.



SIXTH: In distributing income or principal to any beneficiary who is a minor, the Trustees may make such distributions to: (i) the guardians of such minor; (ii) any suitable person with whom said minor resides; (iii) directly for the benefit of said minor; (iv) any person chosen by the Trustees as Custodian under the California Uniform Transfers to Minors Act until such beneficiary attains twenty-one (21) years of age; or (v) directly to the minor if in the sole and absolute discretion of the Trustees the minor is of sufficient age and maturity to spend the money properly.

SEVENTH: All beneficiaries of any trust created hereunder are restrained from selling, transferring, assigning, hypothecating or otherwise encumbering or disposing of their respective interests in the trust property and income therefrom at any time before the trust property or income shall be paid to them under the provisions of this Agreement, and the interests of said beneficiaries in said trust property and income shall not be assignable and shall not be subject to attachment, execution, or other legal process or to the claims of creditors.

EIGHTH: Notwithstanding anything herein to the contrary, unless sooner terminated pursuant to the provisions hereof, all trusts established under this Agreement shall terminate twenty-one (21) years after the death of the last survivor of all beneficiaries in being at the date of this

Agreement. Upon such termination, the trust property, including accrued and undistributed income, shall vest in and be distributed to the person or persons then entitled to the income of said trust, whether absolute or discretionary.

NINTH: The Trusteeship shall be subject to the following provisions:

A. An initial Trustee and any successor individual Trustee hereunder shall have the right to appoint his or her successor with the power to revoke any such appointment prior to the qualification of his or her successor and to make a new appointment, and, thereafter, upon the failure of such Trustee to act, the individual so appointed as his or her successor shall thereupon become a Trustee hereunder.

B. Any Trustee may at any time resign from any trust hereby established by depositing in the United States mail, postage prepaid, a notice of such resignation addressed to any other Trustee then acting and to the persons or person then entitled to receive payments hereunder at the addresses of such persons or person last known to the Trustee. Such resignation shall take effect on the first to occur of the following:

- (i) the acceptance by the remaining Trustee of such resignation;
- (ii) the appointment and qualification of a successor Trustee; or
- (iii) the expiration of sixty (60) days from the date of mailing such notice.

C. Upon the failure of any Trustee to act, a successor Trustee thereto may be appointed by the remaining Trustee. Upon the failure of all Trustees to act without a successor Trustee having been appointed pursuant to the foregoing provision, a majority of the legally competent beneficiaries then entitled to receive income from the trust estate, or the guardian or guardians of the beneficiaries, if they all be minors, then entitled to receive income from the trust estate, shall have the right to appoint a successor Trustee.

D. Any appointment shall be by written instrument executed by the person or persons entitled to make such appointment and delivered at the time of the actual appointment to the person appointed and to the remaining Trustee or Trustees then acting. Any successor Trustee shall serve without bond unless the terms of the appointment require bond.

E. Any successor Trustee, however appointed, shall be responsible only for those trust assets actually received, and shall have no duty or responsibility to inquire into the acts or omissions of any predecessor Trustee. All powers exercisable by the Trustees are exercisable by any successor Trustee or Trustees.

F. In no event shall the Trustors or any beneficiary of a trust established hereunder be appointed to serve as a Trustee of any trust established hereunder. The requirement under Probate Code Section 16062 that an accounting be provided to the beneficiaries at certain times is hereby waived.

TENTH: The Trustee, or Trustees, in administering the trusts established under this Agreement, shall have full power and authority, with due regard to a trustee's obligations as a fiduciary, in such manner and upon such conditions as the Trustee may determine:

A. To hold, manage, control, improve, repair, preserve, sell, convey, exchange, partition, divide, subdivide, grant options, create restrictions, easements and other servitudes, lease without limit as to term, and for any purpose, including exploration for and removal of gas, oil and other minerals, and to enter into community oil leases, pooling and unitization agreements, and otherwise deal with the trust property;

B. To invest and reinvest the trust property in every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, and stocks, preferred or common, which persons of prudence, discretion and intelligence acquire for their own account, and residential real property that ELISA ZAFFARONI can use as her primary or secondary residence (in which case no rent shall be charged and the Trustees may pay for all ordinary and extraordinary repairs and maintenance of said residence);

C. To borrow money for the benefit of the trust on such terms and conditions as the Trustee may deem proper and, if the Trustee determines it to be necessary, to encumber the trust property or any part thereof by mortgage, deed of trust, pledge or otherwise, as security therefor;

D. To hold a security in the name of a nominee or in other form without disclosure of the trust so that title to the security may pass by delivery, but the Trustee is liable for any act of the nominee in connection with the security so held;

E. To appoint and employ such agents (including any bank authorized to transact trust business) and employees as the Trustee may deem necessary or advisable, including (without limiting the

generality of the foregoing) accountants, attorneys, investment counselors, and custodians of the trust property;

F. To incur and pay all taxes, assessments, costs, charges, fees and other expenses of every kind with respect to the trust which the Trustee may deem necessary or advisable in the administration of any trust hereby created, including reasonable Trustee's fees, and to compromise or otherwise adjust claims in favor of or against the trust;

G. To continue to hold the property received into the trust at its inception or subsequently added to it or acquired pursuant to proper authority if and as long as the Trustee, in the exercise of good faith and of reasonable prudence, discretion and intelligence, may consider that retention is in the best interests of the trust;

H. To make divisions or distributions of trust property in pro rata or non-pro rata divisions or distributions, in cash or in kind or partly in cash and partly in kind, including undivided interests in any property, whenever the Trustee shall be required to make divisions or distributions of the trust estate pursuant to the terms hereof, and for this purpose to make any such divisions and distributions made in kind or partly in kind at the fair market value of such trust property at the date or dates of such divisions or distributions without regard to the adjusted basis for income tax purposes of any such property so distributed;

I. To delegate to one or more of the Trustees then acting, the power and authority to draw checks on any trust bank accounts or to assign or convey trust property on behalf of all of the Trustees by a written instrument either for a specified time or until the delegation is revoked on the face of such written instrument, and any bank, transfer agent or any other person may rely upon such written instrument without further inquiry as to the authority of the Trustee to whom said power and authority has been delegated;

J. To lend funds to any beneficiary of the trust with or without security and at such rate of interest as the Trustee shall deem reasonable; and to lend funds to any other person, provided that any such loan be adequately secured and bear a reasonable rate of interest;

K. To exercise any and all other powers now or hereafter conferred on the Trustee by law, consistent with the purposes of the trust.

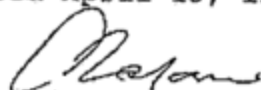
ELEVENTH: The trust established under this Agreement shall be administered in the State of California and its validity and construction shall be controlled by the laws of California; provided that the individual Trustees or if no individual Trustee shall be surviving, the beneficiary then entitled to income (whether discretionary or not) shall have the power to direct, by written instrument delivered to the Trustee, the transfer of the situs of the trust estate of any trust established hereunder to such other state of the United States as in his or her opinion shall be in the best interests of the trust estate and the beneficiary hereunder, including the right to transfer the trust assets and to remove the local corporate Trustee, if any, and appoint a corporate Trustee at the new situs. Following said change of situs, the administration of the trusts hereunder shall be governed by the laws of the state of the new situs but the construction of the trusts with respect to the distributive rights of the beneficiaries shall continue to be governed by the laws of the State of California.

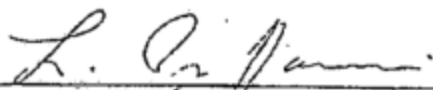
TWELFTH: If there be in existence a trust, the provisions and terms of which are substantially identical to the provisions and terms of a trust established under this Agreement, and where the beneficiaries and Trustees of such trusts are

identical, then the Trustees may combine the assets of such trusts and administer them as a single trust so long as the interests of the beneficiaries are unimpaired by the combination of such trusts.

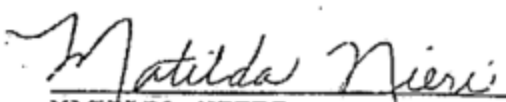
THIRTEENTH: This Agreement and the trusts established hereunder shall be irrevocable and shall not be subject to amendment or modification in any respect.

IN WITNESS WHEREOF, the Trustors and Trustees have executed this Trust Agreement this 3rd day of DECEMBER, 1989, effective April 15, 1989. This Trust Agreement is sometimes referred to as being dated April 15, 1989.

  
ALEJANDRO ZAFFARONI

  
LYDA ZAFFARONI

Trustors.

  
MATILDA NIERI

  
MARTIN GERSTEL

Trustees.

SCHEDULE "A"

1. 700,000 shares of Affymax N.V. common stock.

The foregoing is the Schedule "A" referred to in and attached to Trust Agreement dated effective April 15, 1989 between ALEJANDRO ZAFFARONI and LYDA ZAFFARONI as Trustors and MATILDA NIERI and MARTIN GERSTEL as Trustees.

G:\PB\BHP\DOCDET.WP4  
06/14/89



**GIGAPICO, INC.****ACKNOWLEDGMENT OF RECEIPT OF STOCK CERTIFICATE**

The undersigned acknowledges receipt from Gigapico, Inc., a California corporation, of certificate number **C-1**, representing **500** shares of Common Stock of Gigapico, Inc., issued to **"Robert C. Mee"**.

The undersigned further acknowledges that said certificate contains the legend referring to the Securities Act of 1933.

Dated: \_\_\_\_\_, 2012.

Certificate Holder:

\_\_\_\_\_  
Robert C. Mee

GIGAPICO, INC., INC.

ACKNOWLEDGMENT OF RECEIPT OF COMMON STOCK CERTIFICATE