

THE MABEL W. DENTON TRUST

MABEL W. DENTON, of Las Vegas, County of Clark, State of Nevada, herein referred to as Settlor, and RALPH L. DENTON, of Las Vegas, Nevada, hereinafter referred to as Trustee, enter into this trust agreement this 20th day of July, 1977.

1. TRANSFER IN TRUST:

1.1 The Settlor hereby transfers to the Trustee all of the property listed in Exhibit "A" attached hereto and made a part hereof as though fully set forth herein.

1.2 The Settlor may from time to time add additional property to this trust by transferring such property to the Trustee. In such case, such properties and their proceeds shall be subject to the terms and conditions of this agreement.

2. RIGHTS RESERVED BY SETTLOR:

2.1 The Settlor reserves during her lifetime the following rights and powers to be exercised by her without the consent or participation of any successor Trustee or any beneficiary of this trust, including, without limiting the generality, the following rights and powers:

2.1.1 The right to revoke this trust, or by supplemental agreement to modify the terms of this trust from time to time without the consent of any successor Trustee or any beneficiary. Except as hereinafter provided, such powers of revocation and modification are personal to the Settlor and shall not be assignable nor accrue to any other person, nor shall they extend to her estate nor to her legal representative, nor to any beneficiary named herein, nor to any other person.

2.2 The rights and powers reserved in this paragraph 2 shall cease upon the death of the Settlor, and there-

after this trust shall be irrevocable and shall not be subject to amendment or modification.

3. DISPOSITIVE PROVISIONS:

3.1 The Trustee shall hold, manage, invest and reinvest the trust estate, and shall collect the income thereof and shall dispose of the net income and principal as follows:

3.2 During the lifetime of the Settlor, all income from the trust shall be distributed to the Settlor upon her request.

3.3 During the lifetime of the Settlor the principal of the trust shall be distributed to the Settlor upon her request.

3.4 If distribution of income is not requested, the Trustee shall reinvest the same as part of the principal of the trust.

3.5 In the event the Settlor becomes incapacitated for any reason, the Trustee is authorized to expend from the trust estate such amounts of either the income or principal as the Trustee shall deem appropriate for the use and benefit of the Settlor, including but not limited to expenditures for such items as doctor bills, hospital bills, utility bills, clothing, rent, and mortgage and loan payments. Such distributions may be made without the necessity of the Trustee making application to any Court for authority to do so.

3.6 Upon the death of the Settlor, the trust shall terminate, and the Trustee shall thereafter apply and distribute the trust estate as follows:

3.6.1 The trust property and any accumulated income shall be distributed to the Settlor's daughter, LOLA KOCHAN.

3.6.2 In the event the said LOLA KOCHAN shall predecease the Settlor, then, and in such event, the trust property and all accumulated income shall be distributed to her

issue in equal shares, the share of any deceased issue to go to the children of such deceased issue upon the principal of representation, or, if no children, then to the surviving issue of LOLA KOCHAN.

4. POWERS OF TRUSTEE:

4.1 To carry out the purposes of this trust the Trustee is vested with all of the powers enumerated in Nevada Revised Statutes 163.265 to 163.410 inclusive, which said powers are hereby referred to and incorporated herein as though they were set forth verbatim.

5. SUCCESSOR TRUSTEE:

5.1 Upon the resignation, death or inability to act upon the part of the Trustee, MARK R. DENTON, Attorney at Law, Las Vegas, Nevada, shall be the Successor Trustee.

5.2 Any such Successor Trustee, on written acceptance of the trust, shall thereupon be vested with all of the property of the trust estate without any further conveyance or transfer of title.

6. MISCELLANEOUS:

6.1 As used in this Trust, the singular shall be deemed to include the plural, and the masculine, feminine or neuter shall be deemed to include each of the other two genders.

6.2 This agreement has been delivered in the State of Nevada. The laws of the State of Nevada shall govern the validity and interpretation and administration thereof, notwithstanding the residence in another jurisdiction of the Settlor, or of any other beneficiary hereunder.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of July, 1977.

SETTLOR:

Mabel W. Denton
MABEL W. DENTON

TRUSTEE:

Ralph L. Denton
RALPH L. DENTON

BOOK

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STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

On this 22nd day of July, 1977, personally appeared before me, a Notary Public, MABEL W. DENTON, who acknowledged that she executed the above instrument.

Merrie Lynn Edwards
NOTARY PUBLIC in and for said
County and State



Notary Public-State of Nevada
CLARK COUNTY
Merrie Lynn Edwards
My Commission Expires Dec. 5, 1979

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

On this 24th day of July, 1977, personally appeared before me, a Notary Public, RALPH L. DENTON, who acknowledged that he executed the above instrument.

Merrie Lynn Edwards
NOTARY PUBLIC in and for said
County and State



Notary Public-State of Nevada
CLARK COUNTY
Merrie Lynn Edwards
My Commission Expires Dec. 5, 1979

EXHIBIT "A"

1. An undivided one-half (1/2) interest in that certain real property situate, lying and being in the City of Caliente, County of Lincoln, State of Nevada, more particularly described as follows, to wit:

Lots Nine (9) and Ten (10) in Block Nine (9), together with a plot of land 8 feet by 50 feet in the rear of said Lots Nine (9) and Ten (10) in Block Nine (9), in the City of Caliente, County of Lincoln, State of Nevada, together with any and all improvements situate thereon, consisting of that business building known and operated as the Rex Theatre,

TOGETHER WITH any and all equipment and personal property situate therein, which is more particularly described in Exhibit "A" attached hereto.

2. That certain Promissory Note secured by Deed of Trust in the principal sum of \$16,275.00, executed by Glenn D. White and Mary Elizabeth White on April 19, 1977, to the order of the Settlor, together with the Deed of Trust securing same.

3. Silver Passbook Savings Account No. 05320041 in the Nevada National Bank, Pioche, Nevada, in the sum of \$4,794.97

EXHIBIT "A"

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- One (1) Safe
- Two (2) Desks
- One (1) Chair
- One (1) Filing Cabinet
- One (1) Desk Lamp
- One (1) Adding Machine (Remington Rand Model 100)
- One (1) Portable Typewriter (Smith Corona)
- One (1) Ice Machine
- One (1) Coke Dispenser
- One (1) Root Beer Dispenser
- One (1) Orange Dispenser
- One (1) Cherry Dispenser
- One (1) Popcorn Machine
- One (1) Showcase
- Two (2) Super Simplex Projectors (Nos. 68138 and 68146)
- One (1) Rewind Machine
- One (1) Splicer Machine)
- Three (3) Storage Cabinets
- One (1) Sound Box
- One (1) Blower
- One (1) Vacuum Clean

No. 62879
FILED AND RECORDED AT REQUEST OF
Ralph L. Denton
October 2, 1978
AT 30 MINUTES PAST 10 O'CLOCK
A M IN BOOK 27 OF OFFICIAL
RECORDS, PAGE 351 LINCOLN
COUNTY, NEVADA.

Ernie Belmont
COUNTY RECORDER