

Escrow No. E-87702-DS

E. Crow
#187702 DS

TRUST AGREEMENT

("The Eleanor S. Lamb Family Trust")

THIS TRUST AGREEMENT, made this 27 day of August, 1975, by ELEANOR S. LAMB, (hereinafter sometimes referred to as the "Grantor", when reference is made to her in her capacity as creator of this Trust and the transferor of the principal properties thereof), and ELEANOR S. LAMB, of Las Vegas, Nevada, (hereinafter sometimes referred to as the "Trustee", when reference is made to her in her capacity as the Trustee or fiduciary hereunder;)

W I T N E S S E T H :

WHEREAS, the Grantor desires by this Trust Agreement to establish a revocable trust for the uses and purposes hereinafter set forth, to make provision for the care and management of certain of her present properties and for the ultimate disposition of the trust properties;

NOW, THEREFORE, the Grantor hereby gives, grants, transfers, sets over and delivers as the original trust estate, IN TRUST, unto the Trustee, who hereby declares that she has received from the Grantors all of the property listed on Schedule "A", (which schedule is attached hereto and made a part of this Trust Agreement), TO HAVE AND TO HOLD THE SAME IN TRUST, and to manage, invest and reinvest the same and any additions that may from time to time be made thereto, subject to the hereinafter provided trusts and the terms and conditions, powers and agreements, relating thereto.

Additional property may be added to the trust estate, at any time and from time to time, by the Grantor, or by any person or persons, by inter vivos act or testamentary transfer, or by insurance contract or trust designation.

The property comprising the original trust estate during the life of the Grantor shall retain its character as her separate property, as designated on the attached Schedule "A". Property subsequently received by the Trustee during the life of the Grantor shall be listed on an appropriate schedule annexed hereto and shall

under, or to any part thereof, during the entire term of said trusts; nor shall the right, title, interest, or estate of any beneficiary be subject to any right, claim, demand, lien or judgment of any creditor of any such beneficiary, nor be subject nor liable to any process of law or equity, but all of the income and principal, except as otherwise provided in this Trust Agreement shall by the Trustee be payable and deliverable to or for the benefit of only the before named and designated beneficiaries, at the time hereinbefore set out, and receipt by such beneficiaries shall relieve the Trustee from responsibility for such good faith distributions.

SIXTH: DEFINITIONS.

1. "Income" The terms "net income" and "income", as used in this Trust Agreement, shall mean the income and earnings from the trust created hereunder to which such term shall refer, exclusive of the profits realized from the sale of any of that trust's principal, exclusive of all dividends, cash or in kind, paid by corporations in cases of liquidation, and exclusive of stock dividends bearing similar preferences and voting rights (such profits, liquidation dividends and stock dividends being considered a part of the trust principal and to be added thereto), less any necessary charges and expenses paid or incurred in connection with the management or protection of that trust estate and the Trustee's proper compensation for services rendered hereunder. Profits and losses from the sale of real properties, securities or other assets of the Family Trust shall be considered principal and not income, and accounted for accordingly.

2. "Education" Whenever provision is made in this Trust Agreement for payment for the "education" of a beneficiary, the term "education" shall be construed to include college or post-graduate study, so long as pursued to advantage by the beneficiary at an institution of the beneficiary's choice and in determining payments to be made for such college or post-graduate education, the Trustee shall take into consideration the beneficiary's related living and traveling expenses to the extent that they are reasonable. This term shall include all necessary expenses needed to sustain a beneficiary while serving on a mission for the Church of Jesus Christ of Latter-day Saints.

3. "Child, Children or Issue" Whenever the terms "child", "children", or "issue" are used in this Agreement, the terms shall include legally adopted children.

SEVENTH: POWERS OF TRUSTEE. To carry out the purposes

of any trust created under this instrument and subject to any limitations stated elsewhere in this Trust Agreement, the Trustee is vested with the following powers with respect to the trust estate and any part

of it, in addition to those powers now or hereafter conferred by law:

A. To continue to hold any property, including any shares of the Trustee's own stock and to operate at the risk of the trust estate any business that the Trustee receives or acquires under the trust as long as the Trustee deems advisable.

B. To manage, control, grant options on, sell, (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair trust property.

C. To lease trust property for terms within or beyond the term of the trust 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.

D. To borrow money and to encumber or hypothecate trust property by mortgage, deed of trust, pledge, or otherwise; to borrow money on behalf of one trust from any other trust created hereunder to guarantee any loan made during the lifetime of the Grantor.

E. To carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the trust estate and the Trustee against any hazard.

F. To commence or defend such litigation with respect to the trust or any property of the trust estate as the Trustee may deem advisable at the expense of the trust.

G. To compromise or otherwise adjust any claims or litigation against or in favor of the trust.

H. To invest and reinvest the trust estate 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, stocks, preferred or common, shares of investment trusts, investment companies, and mutual funds and mortgage participations, which men of prudence, discretion and intelligence acquire for their own account, and to invest in any common trust fund administered by the Trustee and to lend money of one trust to any other trust created hereunder.

I. With respect to securities held in the trust, to have all the rights, powers and privileges of an owner, including but not by way of limitation, the power to vote, give proxies and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations, sales and leases and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscriptions or conversion rights.

J. Upon any distribution of principal or income of the trusts created herein, the Trustee shall have the power to distribute in money or in kind, including undivided interests in any property, or partly in money and partly in kind, and to make a non-pro

rata distribution in kind, according to such method as the Trustee in his discretion deems advisable.

K. Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses thereon shall be governed by the provisions of the Nevada Principal and Income Law and shall be determined by the Trustee in the Trustee's discretion; provided, however, that all capital gain distributions from mutual funds should be allocated to principal.

M. All of the trust powers set forth in Nevada Revised Statutes 163.265 to 163.410 inclusive, are hereby incorporated into this Trust Agreement.

EIGHTH: SPECIAL PROVISIONS.

A. Revocation and Amendment.

1. This Trust Agreement and the trusts evidenced thereby, may be revoked at any time during the life of the Grantor by the Grantor delivering written notice of revocation to the Trustee.

2. This Trust Agreement, and the trusts evidenced thereby, may be amended at any time and from time to time during the life of the Grantor by the Grantor delivering such amendment or amendments in writing to the Trustee provided the Trustee's duties and liabilities cannot be increased without the Trustee's consent.

3. From and after the death of the Grantor, this Trust Agreement may not be revoked, altered, or amended.

B. Limitation of Trust Powers. Administrative control and all other powers relating to the various trust estates created hereunder, shall be exercised by the Trustee in a fiduciary capacity and solely for the benefit of the Survivor and the other beneficiaries as herein provided. Neither the Trustee, the Grantors, nor any other person, shall be permitted to purchase, exchange, reacquire or otherwise deal with or dispose of the principal of any of the various trust estates or the income therefrom, for less than an adequate and full consideration in money or money's worth; nor shall any person borrow the principal or income of the trust estates, directly or indirectly, without adequate interest in any case or without adequate security therefor.

C. Compensation of Trustee. A successor trustee or trustees, whether corporate or non-corporate, shall receive reasonable compensation for services rendered hereunder.

D. Applicable Law. This Trust Agreement is executed under the laws of the State of Nevada and shall in all respects be governed by the laws of the State of Nevada; provided, however, the Trustee shall have the discretion, exercisable at any later time and from

J. Headings. The various clause headings used herein are for convenience of reference only and constitute no part of this Trust Agreement.

K. Copies. This Trust Agreement may be executed in any number of copies and each shall constitute an original of one and the same instrument.

L. Construction. Whenever it shall be necessary to interpret this trust the masculine, feminine and neuter personal pronouns may be construed interchangeably, and the singular shall include the plural and the plural the singular.

NINTH: NON-CONTEST PROVISION. The Grantor specifically desires that these trusts created herein be administered and distributed without litigation or dispute of any kind. If any beneficiary of these trusts or any other person, whether stranger, relatives or heirs, or any legatees or devisees under the Last Will and Testament of the Grantors or the successors-in-interest of any such persons, including any person who may be entitled to receive any portion of the Grantors' Estates under the intestate laws of the State of Nevada, seek or establish to assert any claim to the assets of these trusts established herein, or attack, oppose or seek to set aside the administration and distribution of the said trusts, or to have the same declared null and void or diminished, or to defeat or change any part of the provisions of the trusts established herein, then in any and all of the above mentioned cases and events, such person or persons shall receive One Dollar (\$1.00) and no more in lieu of any interest in the assets of the trusts.

TENTH: SUCCESSOR TRUSTEE. In the event of the death or mental incapacity of the Grantor, the Grantor then nominates and appoints her son, MONTE CARROLL LAMB, to act as Trustee of all of the trusts created hereunder. In the event that MONTE CARROLL LAMB is unable or unwilling to serve as such Trustee, then the Grantor nominates and appoints the BANK OF NEVADA to act as Trustee of all of the trusts created hereunder. No successor trustee shall have any responsibility for the acts or omissions of any prior trustee and no duty to audit or investigate the accounts or administration of any such trustee, nor, unless in writing requested so to do by a person having a present or

future beneficial interest under a trust created hereunder, any duty to take action or obtain redress for breach of trust.

ELEVENTH: ACKNOWLEDGMENT, REPORTS, INSPECTION OF RECORDS.

The Trustee hereby acknowledges receipt of and accepts the property and the initial trust estate created hereunder on the terms and conditions stated and agrees to care for, manage and control the same in accordance with the directions herein specified, and to furnish to each beneficiary having income paid, distributed, credited or accumulated for his or her benefit, annually and more often if requested so to do, a statement showing the condition of the trust property, the character and amounts of the investments and liabilities, and the receipts, expenses and disbursements since the last previous statement. The books of account of the Trustee in connection with the investments shall at all times be open to the reasonable inspection of the living beneficiaries or their duly qualified representatives, and such person or persons as they may designate for that purpose.

THIS TRUST AGREEMENT is accepted and executed by the Grantor and Trustee in the State of Nevada on the day and year first above written.

GRANTOR

Eleanor S. Lamb
ELEANOR S. LAMB

TRUSTEE

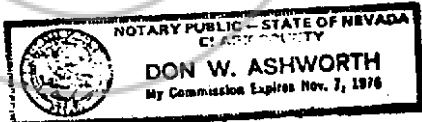
Eleanor S. Lamb
ELEANOR S. LAMB

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

On August 27, 1975, personally appeared before me, a notary public, ELEANOR S. LAMB, who declared to me that she executed the foregoing Trust Agreement free from fraud, duress, menace, or undue influence of any person whatsoever.

Don W Ashworth

Notary Public



CERTIFICATION

I, DON W. ASHWORTH, the Attorney and Custodian of the original of the "The ELEANOR S. LAMB FAMILY TRUST" certify that the attached are copies of the pertinent pages of the original Trust Agreement dated 27th day of August, 1975.

THE CERTIFYING PARTY

Don W. Ashworth
DON W. ASHWORTH

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On the 22 day of August, 1980, appeared before me, a notary public, DON W. ASHWORTH, who acknowledged to me that he executed the foregoing instrument.

Wanda Humphreys
NOTARY PUBLIC



Notary Public, State of Nevada
CLARK COUNTY
Wanda Humphreys
My Commission Expires Apr. 28, 1981

15. 69670
FILED AND RECORDED AT REQUEST OF
LAWYERS TITLE
AUG. 29, 1980
AT 1 MINUTES PAST 9 O'CLOCK
A.M. IN BOOK 39 OF OFFICIAL
RECORDS, PAGE 286 LINCOLN
COUNTY, NEVADA.

Karen London Humphreys
COUNTY RECORDER