

THE OTTO L. AND MILDRED E. MATHEWS

DECLARATION OF TRUST

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2
3 We, OTTO L. and MILDRED E. MATHEWS, of the town of
4 Panaca, County of Lincoln, State of Nevada, referred to
5 hereinafter as Grantors and/or Trustees, hereby declare that
6 we are the Trustees of the property referred to in this
7 Declaration of Trust agreement as the trust estate, which is
8 fully set forth in the Schedule of Trust Estate Assets
9 attached hereto and made a part hereof.

10 2. We declare that we hold the trust estate created by
11 this Declaration of Trust agreement and all rights to, title
12 to and interest in the trust estate for the use and benefit
13 of: OTTO L. and MILDRED E. MATHEWS of Panaca, County of
14 Lincoln, State of Nevada.

15 3. Upon the death of either of us, this Trust will
16 nevertheless continue in full force and effect with the
17 survivor as sole beneficiary, Trustor and Trustee.

18 4. Upon the death of the survivor of us, the Successor
19 Trustee is hereby directed to forthwith transfer the trust
20 estate and all rights to, title to, and interest in the trust
21 estate to the contingent beneficiary: namely, BEULAH IDA
22 LANGFORD. By way of explanation, our deceased daughter, MARY
23 ANN BAKER, received her full entitlement during her lifetime;
24 therefore, her heirs are omitted as contingency beneficiaries.

25 5. In the event that the income to be received by any
26 beneficiary from the trust estate or his or her share thereof,
27 and from other sources known to the Trustees, shall be
28 considered at any time by the Trustees to be insufficient for

1 the support, maintenance and education of any such beneficiary
2 or of any person being supported by any such beneficiary, the
3 Trustees shall pay to such beneficiary from time to time such
4 amounts from the beneficiary's share of the trust estate as
5 the Trustees shall deem sufficient for such purposes.

6 6. The Grantors jointly, or the surviving Grantor,
7 dukring their lives, or the life of the surviving Grantor,
8 reserve the right to amend, modify or revoke this Declaration
9 of Trust agreement, in whole or in part, without the consent
10 of any beneficiary and without giving notice to any
11 beneficiary hereunder, by a writing, or writings, signed and
12 acknowledged by the Grantors, to be effective upon delivery to
13 the Trustees.

14 7. Upon the death of the surviving Trustor/Grantor,
15 the succeeding Trustee of the trust estate created by this
16 Declaration of Trust Agreement shall be BEULAH IDA LANGFORD,
17 our daughter. The Successor Trustee shall serve all functions
18 of the Trustee that are set forth in the provisions of this
19 Declaration of Trust Agreement. In the event of the death of
20 any of the foregoing beneficiaries for whom a trust share is
21 being retained, the Trustee shall apportion and distribute the
22 principal thereof, per stirpes, among the then living lineal
23 or legally adopted descendants of that person, and if there be
24 none, then, per stirpes, among the then living contingent
25 beneficiaries.

26 8. The Trustees, or surviving original Trustee, of
27 this Declaration of Trust has all of the discretionary powers
28 necessary and appropriate to administer this Trust, including

1 but not limited to, the power to sell, mortgage, encumber,
2 pledge, hypothecate, lease, rent or improve, invest and
3 reinvest the trust estate property when such action is deemed
4 to be in the best interest and furtherance of the Trust
5 purposes.

6 The Trustee may pay income or principal to the
7 beneficiaries or for their benefit, and shall have no
8 obligation to confirm the use of such payments for the use and
9 welfare of any beneficiary.

10 Any person serving as Trustee hereunder shall serve
11 without bond.

12 9. No interest of a Beneficiary of this Trust can be
13 alienated. No beneficiary can assign, pledge, encumber or
14 otherwise transfer an interest in the Trust Estate, nor shall
15 such interest be garnished, attached, or levied upon or
16 otherwise subjected to any proceedings whether at law or in
17 equity.

18 10. Each beneficiary hereunder shall be liable for
19 his/her proportionate share of any estate tax that may be
20 imposed by any state or federal entity upon the share of the
21 Trust estate held for or distributed to a beneficiary upon the
22 death of the Grantor or the survivor of the Grantor.

23 11. This Declaration of Trust Agreement shall be
24 administered and interpreted in accordance with the laws of
25 the State of Nevada.

26 12. This trust shall be known as "THE OTTO L. AND
27 MILDRED E. MATHEWS FAMILY TRUST".

28 13. We hereby declare that this Declaration of Trust

1 Agreement fully and accurately sets forth the manner in which
2 our trust estate shall be held, managed, and disposed by the
3 Trustee.

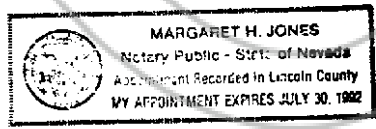
4 May 6, 1992
5 Date

6 Otto L. Mathews
7 OTTO L. MATHEWS
8 Grantor/Trustee

Mildred E. Mathews
MILDRED E. MATHEWS
Grantor/Trustee

9 County of Lincoln
10 Town of Panaca
11 State of Nevada

12 On May 6, 1992, OTTO L. MATHEWS and MILDRED
13 E. MATHEWS, Grantors/Trustees of the trust estate created by
14 this Declaration of Trust Agreement, came before me and
15 acknowledged that it was their free act and deed to execute
16 this Agreement.



Margaret H. Jones
NOTARY PUBLIC

No. 098401
FILED AND RECORDED AT REQUEST OF
James L. Wadsworth
May 8, 1992
AT 10 MINUTES PAST 9 O'CLOCK
A. M. IN BOOK 101 OF OFFICIAL
RECORDS, PAGE 169 LINCOLN
COUNTY, NEVADA.

YURIKO SETZER
COUNTY RECORDER
By Mara Cordie, Deputy