

**Official Record**

Recording requested By  
MARIA HARTMAN

**Lincoln County - NV**

**Leslie Boucher - Recorder**

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**REVOCABLE LIVING TRUST**

**MARIA MCGINLEY HARTMAN'S LIFETIME TRUST**

**DATED**

**JULY 12, 2007**

**By**

**MARIA MCGINLEY HARTMAN**



**DECLARATION OF TRUST**

This declaration of trust is made by **MARIA MCGINLEY HARTMAN** as of July 12, 2007.

This trust shall be governed by the laws of the State of Nevada.

**\*\*\* ARTICLE ONE \*\*\***

**NAME OF TRUST AND APPOINTMENTS**

**A. NAME OF TRUST:**

This trust shall be known as the "**MARIA MCGINLEY HARTMAN LIFETIME TRUST** dated July 12, 2007.

**B. PRIMARY TRUSTEE:**

I hereby designate myself as the primary trustee of this trust. I may exercise dominion and control over any and all of the trust assets.

**C. SUCCESSOR TRUSTEE:**

I designate **WILLIAM ALAN HARTMAN** as the successor trustee of this trust. My successor trustee is to assume the duties as trustee hereunder upon my resignation, death, or disappearance, or if I am certified in writing to be incompetent as provided under Article Five of this 'Declaration of Trust'. Except as otherwise specified within the provisions of this 'Declaration of Trust', in the event of my incompetency, my successor trustee is to use the income and assets of this trust for my education, maintenance, care, and general welfare.

**D. ALTERNATE SUCCESSOR TRUSTEE:**

If **WILLIAM ALAN HARTMAN** is unable or unwilling to act as successor trustee, I constitute and appoint **THOMAS AARON WILLERS** as successor trustee to serve with all rights and responsibilities given to the original successor trustee. If **THOMAS AARON WILLERS** is unable or unwilling to act as successor trustee, I constitute and appoint **LISA ANN WILLERS ROCHA** as alternate trustee to serve with all rights and responsibilities given to the original successor trustee.

**E. IF NO NAMED TRUSTEE CAN ACT:**

If no trustee named in this trust is willing and able to act, a trustee or cotrustees may be selected by the majority of adult income and remainder beneficiaries named herein. The successor trustee(s) so selected and appointed shall have all rights and responsibilities hereinbefore given to named successor trustee(s).



**F. COMPENSATION FOR SUCCESSOR TRUSTEE:**

My successor trustee is to serve without compensation. However, all expenses of any type incurred by my successor trustee in carrying out the duties under this trust shall be paid for from the trust.

**G. BOND WAIVED:**

No bond will be required of the primary trustee, the successor trustee, or any other trustee named herein.

**H. ACCOUNTING TO BENEFICIARIES:**

The **MARIA MCGINLEY HARTMAN LIFETIME TRUST** was recorded in the Lincoln County Assessor's Office in Pioche Nevada on \_\_\_\_\_.

A private location where the lists and location of the assets of the trust can be found will be contained in said document.

**I. PRIMARY BENEFICIARY:**

I hereby designate myself as the primary beneficiary of this trust. As long as I shall live, I will have the exclusive right to the use and benefit of the income and the assets of this trust limited only as provided in Article Two of this 'Declaration of Trust' document. Upon my death, my successor trustee(s) shall take charge of the assets then remaining in this trust and distribute them according to the plan of distribution in Article Two of this 'Declaration of Trust' document.

**\*\*\* ARTICLE TWO \*\*\*  
PLAN OF DISTRIBUTION**

**A. PLAN OF DISTRIBUTION UPON MY DEATH:**

Upon my death, my successor trustee(s) shall take charge of the assets then remaining in this trust and make distribution thereof according to the following plan of distribution:

1. Pay all of my legally enforceable debts, including the expenses of my last illness and funeral expenses, current bills and any and all other expenses incurred in closing out this trust and making distribution of assets thereof.
2. My spouse is William Alan Hartman.
3. My children are Thomas Aaron Willers and Lisa Ann Willers Rocha.



4. My siblings are Christine Schneider (Tom), John Patrick McGinley, Frank Michael McGinley (Susan), Julie Becker (Carl), and Terrence Kevin McGinley (Deborah).
5. I give my real property (real estate) to my son, Thomas Aaron Willers. This gift is given with the understanding/agreement that my husband, William Alan Hartman, will be allowed to remain on the property as long as he chooses to/ or until his death.. As long as my husband chooses to remain on the property, he (my husband) will be responsible for property taxes, utilities, and upkeep. If my husband does not want to stay on the property or is deceased, then my real property or the proceeds from the sale of such real property will be given to Thomas Aaron Willers.
6. I give the contents of my bank accounts and retirement fund(s) to my husband, William Alan Hartman. He can utilize these funds to settle my debts and can either keep the remaining funds to do with as he wishes, or if he chooses, divide the remaining funds between himself and my children. If my husband is deceased, then these funds will be divided equally between my children after all debts are paid.
7. I give my horses and all horse equipment (including tack/gear, carts, panels, horse trailer) to my husband William Alan Hartman to do with as he wishes. I only ask that he consider Julie Becker's request for Pete, the Percheron. If William feels that Pete is better off staying with him (my husband), then that will be his (my husband's) final decision.
8. I leave my 1987 Heritage Softail Harley Davidson Motorcycle to my husband, William Alan Hartman, with the understanding that he will not sell it and will leave it to my son, Thomas Aaron Willers, when my husband either no longer chooses to use it or upon my husband's death. This information is also contained in the William Alan Hartman Lifetime Trust dated July 12, 2007. If my husband has pre-deceased me, then the motorcycle will go to Thomas Aaron Willers.
9. I leave my diamond engagement ring (presently held by Doris Ernestine McGinley) to my son, Thomas Aaron Willers. I also leave all my other valuable jewelry to my son, Thomas Aaron Willers, with the exception of my diamond cocktail ring which I give to my daughter, Lisa Ann Willers Rocha.. My safe goes to my son.
10. I leave my Chinese hope chest and Chinese chest for silverware to my son, Thomas Aaron Willers. All the contents of the hope chest will go to my son. The sterling silverware in the Chinese chest for silverware will go to my daughter. This includes very old silverware that use to belong to my grandmother.

11. I leave my Chevy Avalanche, or whatever "truck" vehicle I own at the time, to my husband, William Alan Hartman.
12. I leave my 1995 Cadillac Eldorado to my daughter, Lisa Ann Willers Rocha..
13. I leave my beloved 1972 Harley Davidson Shovelhead (Scarlet) to my son, Thomas Aaron Willers. Take good care of her.
14. I leave all my good chinaware (from the Willers marriage) to my daughter, Lisa Ann Willers Rocha.. I also leave my jewelry chest and oak jewelry chest to my daughter with all the contents of said items.
15. I leave all my computer equipment to my husband, William Alan Hartman, along with my digital camera.
16. I give all my musical instruments (banjo, ukelele, mandaline, and clarinet) to my brother, Terrence Kevin McGinley. Julie Becker already has my old accordian and she may retain it as a gift from me. The Yamaha piano is to be given to my husband, William Alan Hartman, who loves to play and sing outrageous songs on it. (Love you Baby).
17. All other remaining personal property or the sale of personal property thereof, shall be divided equally between my children.
18. I direct that my successor trustee(s) divide my personal effects, including clothes, automobiles, boats, sporting equipment, jewelry, furniture, furnishings, china, glassware, silver and household equipment (except those items which are specifically given to a beneficiary elsewhere in this trust agreement in which case said specific gift shall take precedence over this paragraph), between my children or among their issue by representation as they may agree or, failing such agreement, in such manner as my successor trustee(s) may deem equitable. If my children or their issue by representation do not agree, I give my successor trustee(s) full discretion to determine the division and distribution of the articles above referred to between my children or their issue by representation, and such determination shall be binding on all persons. I request, but do not require that my trustee consult any list of specific items which I have designated for specific beneficiaries kept with the original or copy of this trust, and to make such gifts, if possible, to the individuals named. I do not intend, by this provision, to create a trust or any other obligation enforceable at law or in equity. Where more than one such list exists, the more recently dated shall prevail. If any beneficiary of mine is a minor at the time of such division, distribution shall be made to the person having custody of him or her for purposes of this provision, and the receipt of such person for the distributable share of such minor shall fully and

completely release my successor trustee(s) from responsibility for such personal property.

19. The net proceeds of this trust remaining after the preceding provisions are complied with shall be distributed to WILLIAM ALAN HARTMAN, as my testamentary trustee to be held, in a separate trust for each beneficiary, for the following uses and purposes:
- a. Upon my death, my testamentary trustee(s) shall divide the proceeds given to the testamentary trustee(s) into equal separate shares so as to provide one (1) share for each of my then living children and one (1) share for each of my deceased children who leaves issue then surviving. Each share for a deceased child shall be divided into equal shares for the deceased child's issue by right of representation. Each share shall be distributed or retained in a separate trust as hereinafter provided.
  - b. Until each respective trust terminates, the testamentary trustee(s) shall pay to the beneficiaries or for their benefit all income from that beneficiary's trust. The testamentary trustee(s) shall invade principal only if, in the sole discretion of the testamentary trustee(s), special needs arise which would require the testamentary trustee(s) to invade principal for the beneficiary's benefit in order to avoid undue hardship for the beneficiary.
  - c. The principal and interest of each of the testamentary trusts shall remain entirely separate (except investment in a common fund shall be allowed), and each testamentary trust shall be used only for the benefit of the beneficiary of that respective trust, and shall not be used under any circumstances for the benefit of any other beneficiary.
  - d. This spendthrift provision is intended for the personal protection and welfare of the beneficiary(ies). No interest of a beneficiary under this instrument shall be subject to transfer, assignment, anticipation, pledge or seizure by legal process, or be subject during the beneficiary's life to the claims of the beneficiary's creditors or to any claims for maintenance or for support of the beneficiary's spouse. If my testamentary trustee(s) believe the interest of a beneficiary is threatened to be diverted in any manner from the purpose of a trust as stated above, my testamentary trustee(s) shall withhold any distributions and shall apply payment in any manner which will contribute to the health, support, maintenance and education of the beneficiary(ies). Whenever my testamentary trustee(s) are satisfied that the diversion is no longer



threatened, resumption of distribution is authorized. This provision shall not be construed to extend the term of any trust.

- e. In the event of the death of any beneficiary prior to the termination of that beneficiary's testamentary trust, then the testamentary trustee(s) shall distribute the deceased beneficiary's trust principal and accumulated income to the deceased beneficiary's issue by right of representation, and, if none shall then be living, then the deceased beneficiary's trust shall be distributed in equal shares to the beneficiaries of each other trust created hereunder or to the other trust beneficiary's issue by representation. If a beneficiary's trust is still in existence, said share from a deceased beneficiary shall be added to the existing trust and held under the terms and conditions of that existing trust. If a beneficiary's trust is no longer in existence, that beneficiary shall receive his/her share of the deceased beneficiary's share outright.
- f. In the event that WILLIAM ALAN HARTMAN is unable, unwilling, or refuses or ceases to act as my testamentary trustee for any reason whatsoever, then my son THOMAS AARON WILLERS shall act as my testamentary trustee. If THOMAS AARON WILLERS is unable, unwilling, or refuses or ceases to act as my testamentary trustee for any reason whatsoever, then my daughter, LISA ANN WILLERS ROCHA shall act as my testamentary trustee.

**B. DISINHERITANCE:**

I have intentionally and with full knowledge omitted to provide for all of my heirs, who are not specifically mentioned in the terms of this trust agreement.

**C. IN TERROREM:**

The distributions designated in this trust are intended to be in lieu of any other claims, of whatever nature and whether arising by statute or otherwise, by any taker hereunder, and any taker who asserts any other claim or contests this trust shall forfeit all interest in any property, income or other benefit to him/her. Any property, income or other benefit forfeited by the operation of this paragraph shall be distributed as part of the net proceeds of this living trust.

**D. SURVIVORSHIP CLAUSE:**

Any person who does not survive me by sixty (60) days shall be deemed not to have survived for the purposes of distribution under this trust.

**\*\*\* ARTICLE THREE \*\*\***  
**GRANTOR'S POWERS**

**A. POWER TO FUND THE TRUST:**

After this trust is duly executed, I will execute and deliver all deeds, assignments, bills of sale, written instructions and other legal documents necessary to convey and register all of my assets that I choose to place in trust under this trust to be owned by the trustee(s) of this trust and held and administered under the terms and conditions of this trust. Assets which are evidenced by titles or deeds currently being transferred to the trustee of this trust are listed on 'Schedule A', which is attached to this trust and made a part of this trust. I hereby transfer to this trust all assets not requiring titles or deeds, including but not limited to my furniture, wearing apparel, and personal possessions. Additionally, the grantor is now holding and will hold, solely and exclusively for and in behalf of such trust, the following: any and all properties of all kinds, whether presently owned or hereafter acquired including, without limitation:

Bank accounts, certificates of deposit, mutual and money market funds of all kinds, retirement/pension funds, securities, agency and custody accounts, notes, and real estate wherever located.

All such property is hereby transferred to and the same shall be owned by such trust.

This declaration shall apply even though 'record' ownership or title, in some instances, may, presently or in the future, be registered in my individual name, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed.

All assets transferred to the trustee of this trust, whether now or at a later date, shall become part of the trust estate and be subject to all terms and provisions of this trust document.

**B. POWER TO AMEND:**

During my lifetime, this trust may be amended in whole or in part by an instrument in writing, signed by me, and delivered to all acting trustee(s) (which may be me), except as may be limited by Article One or Two of this 'Declaration of Trust'.





**C. POWER TO REVOKE:**

During my lifetime, I may revoke the trust, in whole or in part, by an instrument in writing, signed by me and delivered to all acting trustee(s) (which may be me), except as may be limited by Article One or Two of this 'Declaration of Trust'. Upon revocation, the trustee(s) shall deliver the trust property to me.

**D. POWER TO CHANGE TRUSTEE:**

During my lifetime, I may change the trustee(s) or successor trustee(s) of this trust by an instrument in writing, signed by me and delivered to all acting trustee(s) (which may be me), except as may be limited by Article One or Two of this 'Declaration of Trust'.

**\*\*\* ARTICLE FOUR \*\*\*  
TRUSTEE(S)' POWERS**

**A. MANAGEMENT OF TRUST PROPERTY:**

With respect to property governed by any trust created under this agreement, except as otherwise specifically provided in this trust, the trustee(s) shall have all the rights, powers and authority to deal with and manage the assets of this trust that an individual owner would have if there was no trust and the trustee(s) were acting as legally competent individual(s) dealing with their own property. This includes, but is by no means limited to the right to borrow against or pledge any of the trust assets, including the right to mortgage real estate and margin stocks or other securities owned by the trustee(s) of the trust. This includes all powers now or hereafter conferred upon trustee(s) by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust. Any expenditure involved in the exercise of the trustee(s) powers shall be borne by the trust.

Trustee(s)' powers shall include, but shall not be limited to, the following powers:

1. To sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert or allot the trust property, including real and personal property, and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the trust for any purpose; to enter into covenants and agreements relating to the property so leased or any improvements which may be erected on such property.
2. To abandon or retain underproductive property, and to invest and reinvest the trust funds in such property as the trustee(s), in the exercise of reasonable business judgment, may deem advisable, including stock of the trustee(s) and investments in any common trust fund now or hereafter established by trustee(s).



3. To retain nonproductive assets at the direction of the grantor or current income beneficiaries of the trust, or in the exercise of reasonable business judgment by the trustee(s), to abandon assets.
4. To deal with itself or affiliates, to borrow money for any purpose; to place, replace, renew or extend any encumbrance upon any trust property by mortgage, deed of trust, pledge or otherwise, regardless of the purpose of any such action.
5. To establish lines of credit and to guarantee any and all loans made to the grantor regardless of the purpose of the loan.
6. To participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and in connection therewith, to deposit securities with and transfer title and all rights and responsibilities to any protective or other committee as the trustee(s) may deem advisable.
7. To acquire or dispose of an asset for cash or on credit, at public or private sale, and to exchange, partition, change the character of or abandon a trust asset or any interest herein.
8. To make improvements, alterations, or ordinary or extraordinary repairs of buildings or other trust property; to demolish any improvements; and to raze existing or erect new party walls or buildings.
9. To subdivide, develop or dedicate land to public use; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to dedicate easements for public use without consideration; and to create restrictions, easements or other servitudes.
10. To grant an option involving disposition of a trust asset, or to take an option for the acquisition of any asset.
11. To vote a security, in person or by general or limited proxy.
12. To pay calls, assessments and any other sums chargeable or accruing against or on account of securities.
13. To sell or to exercise or not exercise, as the trustee(s) may deem advisable, any subscription, conversion or other rights or options which may at any time attach to, belong to or be given to the holders of any stocks, bonds, securities or other instruments in the trust estate.
14. To engage in covered call writing.



15. To buy, sell and trade in securities of any nature.
16. To hold a security in the name of a nominee or in any other form without disclosure of the trust, so that title to the security may pass by delivery, but the trustee(s) shall be liable for any act of the nominee in connection with the security so held.
17. To insure the assets of the trust against damage or loss, and the trustee(s) against liability with respect to third persons.
18. To advance money for the protection of the trust and for all expenses, losses and liabilities sustained in the administration of the trust or because of the holding or ownership of any trust assets. Thereon, the trustee(s) shall have a lien on the trust assets for any such advances.
19. To pay or contest any claim; to settle a claim by or against the trust by compromise, arbitration or otherwise; to release, in whole or in part, any claim belonging to the trust to the extent that the claim is uncollectible; and to institute, compromise and defend actions and proceedings.
20. To commence or defend litigation with respect to the trust or any property of the trust estate as trustee(s) may deem advisable and to employ such counsel as the trustee(s) shall deem advisable for that purpose.
21. To enforce any mortgage, deed of trust or pledge and, at any sale under any mortgage, deed of trust or pledge, to bid and purchase, at the expense of the trust, any property subject to any such security instrument.
22. To pay taxes, assessments, any compensation of trustee(s) as allowed under other provisions of this 'Declaration of Trust' and other reasonable expenses incurred in the collection, care, administration and protection of the trust.
23. To continue or participate in any business or other enterprise and to effect incorporation, dissolution or other change in the form of organization of the business or enterprise.
24. To pay the debts of grantor, the cost of any final illnesses of grantor, and the cost of grantor's funeral and final disposition, and to authorize any actions necessary to arrange for grantor's funeral and final disposition.
25. To appoint a general or special agent to act on trustee(s)' behalf. Any power of attorney the trustee(s) create pursuant to this power shall cease when the appointing trustee(s) cease to act as trustee(s).



26. After the death of the grantor, upon any division or partial or final distribution of the trust estate, the successor trustee(s) shall have the power to partition, allot and distribute the trust estate in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the trustee(s), and to sell such property as the trustee(s) consider necessary to make such division or distribution. The trustee(s) may make non pro rata divisions between beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value.
27. The trustee(s) shall have the power to deal with governmental agencies; to make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income, and any other government resources and community support services available. The trustee(s) shall have the power to explore and implement Medicaid planning strategies and options to plan and accomplish asset preservation if a grantor needs long-term health and nursing care.
28. If my estate is probated and the estate does not contain sufficient funds with which to pay legally enforceable debts and expenses, the personal representative(s) of my estate shall have the right to request that the trustee of this trust distribute to the estate an amount necessary to satisfy the legally enforceable debts and expenses, and the trustee is authorized, in the sole discretion of the trustee, to distribute funds to the estate for said debts and expenses, except that the trustee shall make no payment from assets, such as life insurance proceeds, that would otherwise be immune from creditor's claims.
29. A beneficiary may disclaim all or any part of said beneficiary's interest in any property distributable to the beneficiary provided the disclaimer is made in accordance with the requirements for a disclaimer pursuant to NRS, Chapter 120, .010- .090. In addition, property passing to the trustee of any trust under this trust agreement may be disclaimed by that trustee without court approval or approval of beneficiaries.
30. The trustee(s) shall have the power to permit any beneficiary to use any tangible personal property held as an asset of a trust without incurring liability to the trustee(s) or the beneficiary for damage to, or consumption or loss of, such property.
31. The trustee(s) is authorized to divide any trust, whether existing or to be established, into two or more separate smaller trusts, without any requirement for said trusts to be equal in value, and without any requirement for discretionary distributions to be made proportionally among said trusts, whenever the trustee(s) believes such division may



achieve desirable tax results for the trust or its beneficiaries, promote easier administration or otherwise be in the best interests of the trust or its beneficiaries. Upon termination of any separate smaller trust, the trustee(s) is authorized to distribute from any one such trust to any beneficiary in proportions/amounts as the trustee(s) considers desirable so long as distribution from all such separate smaller trusts would, if such trusts were a single trust, satisfy the provisions governing the trust before its division.

**\*\*\* ARTICLE FIVE \*\*\***  
**GENERAL PROVISIONS**

**A. SPENDTHRIFT PROVISION:**

No interest in the principal or income of any trust created under this trust instrument shall be anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This paragraph shall not prohibit an assignment by a beneficiary to any other beneficiary of this trust. This provision shall not apply to my interest in the trust estate.

**B. INCAPACITY OF TRUSTEE:**

Whenever two licensed, practicing medical doctors who are not related by blood or marriage to me or any beneficiary or trustee of this trust certify in writing that a person serving as trustee cannot discharge the duties of trustee because of mental or physical infirmity, and the certificates are personally served upon that person, then the office of that person shall be deemed vacated and the alternate trustee provisions under Article One of this 'Declaration of Trust' shall apply. However, if after receipt of the certificates, the trustee alleged to be incompetent gives written notice to the person causing the certificates to be issued that he or she disagrees with the doctors, then the trustee shall continue in office unless he or she resigns or is removed by a court of competent jurisdiction. If, at a later date, the removed trustee regains competency and can evidence said competency with written affidavits from two licensed, practicing medical doctors who are not related by blood or marriage to me or any beneficiary or trustee of this trust, and serves said affidavits upon at least one (1) acting trustee, the removed trustee shall resume his/her duties as trustee hereunder. Anyone dealing with the trust may rely upon written medical certificates or a photocopy of them, presented to them by the successor trustee(s), or original trustee, and shall incur no liability to any beneficiary for any dealings with any designated trustee(s) or successor trustee(s) in good faith reliance on said certificates. This provision is inserted in this document to encourage third parties to deal with any trustee or successor trustee(s) without the need of court proceedings.



**C. INCAPACITY OF THE GRANTOR:**

If I am replaced as trustee of this trust as provided above, the successor trustee(s) shall use the trust estate for my benefit and for the benefit of anyone else authorized by Article One or Two of this living trust. Any income not paid to or for my benefit or to or for the benefit of other authorized beneficiaries shall be added to the principal.

The foregoing shall also apply to distributions by the trustee(s) whenever a grantor who is not serving as trustee becomes incapacitated. My incapacity or regaining of capacity shall be established in the same manner provided for establishing the incapacity or regaining of capacity of trustee(s) as provided in Article Five B. above.

**D. ASSURANCES OF GRANTOR:**

I hereby agree that anyone dealing with the trust may rely on the original trust document and in the absence of actual notice of any modification or revocation of this trust, it shall be conclusively presumed that the trust is in full force and effect as stated herein. This assurance is given to encourage people to deal with the grantor or trustee. Further, this assurance is given to encourage successor trustee(s) to rely on the trust document as presented to the successor trustee(s). This provision is binding upon all successors in interest to this trust.

**E. LIABILITY OF TRUSTEE(S):**

**1. LIABILITY OF SUCCESSOR TRUSTEE(S):**

No trustee shall be liable for or responsible for any act, omission or default of any predecessor trustee. No successor trustee shall have a duty to audit or investigate the administration accounts of a predecessor trustee.

**2. NOTICE TO TRUSTEE(S):**

Unless the trustee(s) receive actual written notice of an event affecting a beneficial interest in this trust, the trustee(s) shall not be liable to any beneficiary for making distributions as though the event had not occurred.

**3. APPLICATION OF TRUST FUNDS:**

The trustee(s) shall be solely responsible for the manner in which trust assets are applied. No person paying money or delivering property to the trustee(s) shall be responsible for its application.

**F. DISAPPEARANCE:**

If I should disappear and my whereabouts should remain unknown for a period of ninety (90) days or more, my successor trustee(s) shall take over the management of this trust until I return. If I am not seen or heard of for a period of three (3) years or more, and my body has not been recovered, my successor trustee(s) shall proceed with the distribution of the assets of this trust as hereinbefore provided.

**G. SINGULAR/PLURAL, GENDER AND DEFINITIONS OF COMMON TERMS:**

Wherever the context requires, the singular includes the plural, and the masculine includes the feminine and neuter; and the words "child", "children", "grandchild" and "grandchildren" shall include legally adopted children and grandchildren and children and grandchildren born or adopted before or after the execution of this trust, but shall not include stepchildren or stepgrandchildren who have not been legally adopted. Also, in construing this trust, the terms "lineal descendants" and "issue" shall include legally adopted lineal descendants and issue and lineal descendants and issue born or adopted before or after the execution of this trust.

**H. CERTIFICATE OF TRUSTEE AUTHORITY AND POWER:**

A 'Certificate of Trustee Authority and Power' signed by a majority of the serving trustee(s) of this trust and acknowledged before a notary public shall be conclusive evidence upon all persons and institutions and for all purposes of the facts stated in said Certificate respecting the terms of the trust and of the text hereof and of who are from time to time trustee(s) hereunder.

Dated: July 12, 2007

  
Maria McGinley Hartman



**SELF-PROVING CERTIFICATE OF EXECUTION**

I, MARIA MCGINLEY HARTMAN, the grantor and trustee, and the witnesses, whose names are signed to the above and foregoing 'Declaration of Trust' document, were duly sworn, and declared to the undersigned officer that the grantor signed the above and foregoing instrument in the presence of the witnesses as the grantor's 'Declaration of Trust', and the witnesses in the presence of the grantor and in the presence of each other, signed said 'Declaration of Trust' as witnesses thereto.

**WITNESSES:**

**GRANTOR AND TRUSTEE:**

W. Catherine Doyle

Maria McGinley Hartman  
MARIA MCGINLEY HARTMAN

Suptal Budreau

STATE OF NEVADA     )  
  )  
LINCOLN COUNTY     )

On July 12, 2007 before me personally appeared MARIA MCGINLEY HARTMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Lyndi Anne Poppe  
Notary Public Signature

(Seal)

My commission expires: February 3, 2008