

Official Record

Recording requested By
LOUIS OLIVER

Lincoln County - NV
Leslie Boucher - Recorder

Fee: \$30.00 Page 1 of 17

RPTT: Recorded By: DP

Book- 262 Page- 0088



0137836

APN _____

APN _____

APN _____

A+C WESTERN STATES INVESTMENT TRUST
Title of Document

Affirmation Statement

____ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: _____
(State specific law)

[Signature] TRUSTEE
Signature Title

LOUIS OLIVER
Print

FEB 14 2011
Date

Grantees address and mail tax statement:

687 FRODO MUSTANG
P.O. Box 241 Pioche
NEVADA 89043



DECLARATION OF TRUST AGREEMENT

Single Person with Children

A&C Western States Investment Trust

THIS TRUST AGREEMENT is made this 7th day of February, 2011, by Louis Oliver, social security number [REDACTED] of the city of Pioche, County of Lincoln, State of Nevada.

I the Trustor, hereby transfer unto myself, as Trustee, (hereinafter called the "Trustee" and referred to in the neuter singular gender unless the context indicates otherwise) the sum of Ten Dollars (\$10.00), which property together with any other property which may be transferred, devised or bequeathed to the Trustee, and shall be held by the Trustee and it's successors in office upon the terms and conditions hereinafter set forth.

WITNESSETH

The Trustor, has transferred, or caused to be transferred, an delivered to the Trustee that property more fully described in the "Schedule of Assets" attached hereto and made a part hereof (the "Property"). It is the intent of the Trustor to create an inter vivos revocable trust.

The Trustee shall hold and administer the Property, together with all other cash or property of any kind which the Trustee at any time may acquire from the Trustor or from others by inter vivos transfer or pursuant to beneficiary designations by Last Will and Testament or otherwise, including but not limited to; the residue and remainder of Trustor's Estate as provided for in Trustor's Last Will and Testament ("Additions"); together with the proceeds, investments and reinvestments with respect thereto as a trust estate ("Trust Estate") on the terms and conditions hereinafter set forth. The purpose of this Trust is to pass on to my Two Grandchildren all of the proceeds and income of this Trust. They being the sole beneficiaries of this Trust. They are; Aubrey Erickson and Christopher Erickson, current address of 5517 Calle Del Sol, Cave Creek, Arizona.

I am not currently married and I have two surviving children.

Corinne Erickson, current address of 5517 E. Calle Del Sol, Cave Creek, Arizona.

Tammy Noggle, current address of 31 Silver Pine Drive, Newport Coast, California.



**Article I
Name of Trust**

1.1 I, the Trustor hereby establishes the A& C Western States Investment Trust, Trust, dated this 7th day of February, 2011.

**Article II
Trust Property**

2.1 The Trustor acknowledges that they have transferred and delivered to the Trustee, With consideration, the sum of Ten Dollars (\$10.00), which constitutes the original corpus of the Trust.

2.2 Additional property may be added to the Trust at any time by the Trustor or by any Person by inter vivos or testamentary transfer. All such original and additional property is referred to herein collectively as the Trust Estate and shall be administered and distributed by the Trustee according to the terms and conditions stated herein.

**Article III
Revocation and Amendment**

3.1 The Trustor, during his lifetime, shall have the right, exercisable at any time and from time to time, to revoke this Trust in whole or in part. The Trustor may alter or amend this Trust at any time and from time to time by written instrument signed by the Trustor and delivered to the Trustee.

3.2 The Trustor shall serve severally to act independently in performing transactions on behalf of the Trust. This authority shall extend to all powers granted to the Trustee under Trustee Powers set out in the Sixth paragraph of this Trust Agreement and shall include the right to contract for and in behalf of the Trust and to execute, negotiate, and compromise such instruments as may be necessary to carry out the purposes and intents of the Trust.

**Article IV
Payment of Principal and Income**

4.1 The Trustee shall manage and invest the Trust Estate and shall collect the income thereof, and shall, upon request of the Trustor, pay to the Trustor during his life all or a portion of the net income of the Trust Estate. In the event that the Trustor does not request payment of the net income of the property, then the Trustee may accumulate such income and add it to the principal of the Trust Estate.



4.2 Concurrent with or subsequent to the execution of this Declaration of Trust the Trustor may prepare a written statement or list denominated "Memorandum of Distribution of Tangible Personal Property" directing the disposition of personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, china, silverware, glass, books, jewelry, wearing apparel, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property. This memorandum is intended by the Trustor to direct these items of tangible personal property not otherwise referred to in this Trust to be effective upon the death of the Trustor. This written statement or list, which the Trustor will date and sign and in which the Trustor will describe the items and persons to whom the Trustor give said items, will be kept together with this Trust. The Trustor directs the Trustee to honor the instructions with respect to the gifts made in said written statement or list and to distribute all such items of tangible personal property no sooner than two weeks after a Certificate of Death has been issued by the prevailing authority.

Article V

Distribution Upon Death of the Trustor

5.1 Upon the death of the Trustor, the two beneficiaries of the trust; Aubrey Erickson and Christopher Erickson will become the Trustees of the Trust. If the death of the Trustor occurs before September 1, 2026 then the two succeeding Trustees; Corinne Erickson and Tammy Noggle shall administer the Trust for the beneficiaries until September 1, 2026. The succeeding Trustees may not take any income or profit from the Trust, but are only to administer the Trust and preserve the value of the Trust for the benefit of the beneficiaries. After September 1, 2026, the beneficiaries shall become joint Trustees and will receive fifty percent (50 %) ownership each in the Trust.

A. Trust Beneficiaries

1. Name; Aubrey Erickson
 Address; 5517 E. Calle Del Sol, Cave Creek, Arizona 85331
2. Name; Christopher Erickson
 Address; 5517 E. Calle Del Sol, Cave Creek, Arizona 85331

5.2 Upon the death of the Trustor, to the extent that the cash and readily marketable assets in my probate estate are insufficient, the Trustee shall, to the extent requested by the Executor, pay from the principal of the Trust Estate, costs of administration of my estate, other proper charges against my estate and any estate and inheritance taxes assessed by reason of my death (including interest and penalties). The Trustee may make payment directly or to the legal representative of my estate as the Trustee deems advisable. Assets or funds not included in my estate for federal tax purposes shall not be used to make such payments and life insurance proceeds shall be used only to the extent that cash and readily marketable asset of the Trust Estate are insufficient.

ded in this instrument, or in either Trustor's Will, federal estate taxes imposed on or by reason of the inclusion of any portion of the Trust Estate in the gross taxable estate of the Trustor under the provisions of any federal tax law shall be paid by the Trustee and charged to, prorated among, or recovered from the Trust Estate or the persons entitled to the benefits under these Trusts as and to the extent provided by any applicable tax law or any proration statute. Except when otherwise specifically provided, state death taxes shall be paid and charged to the Trust Estate or deducted and collected as provided by law.

- 5.4 In the administration of each trust hereunder, the Trustee shall exercise all tax related elections, options, discretions, and choices which they have in such manner as they, in his/her sole but reasonable judgment (where appropriate, receiving advice of tax counsel), believe will achieve the overall minimum in total combined present and reasonably anticipated (but appropriately discounted) future administrative expense and tax burden of all kinds, upon not only such Trust but also its Beneficiaries, and a Trustor's probate estate. Without limitation on the generality of the foregoing direction (which shall to that extent supersede the usual fiduciary duty of impartiality), such direction to minimize taxes in a broader sense shall include elections regarding installment payment of taxes, installment reporting of capital gains, alternative methods of taxing annuities and employee benefits, timing of distributions and of payment of deductible expenses, selection of assets for allocation and/or distribution (with or without regard to pro rata allocation of cost basis), disclaimer of benefits of any kind receivable by any Trust hereunder, and election to defer or accelerate state inheritance taxation of remainder interests in trusts.

The Trustee shall not be accountable to any person interested in any Trust or in a Trustor's estate for the manner in which, in good faith, they carry out this direction to minimize overall taxes and expenses (including any decision they may make not to incur the expense of detailed analysis of alternative choices) and, even though their decisions in this regard may result in increased tax or decreased distributions to a Trust, to the Estate or to one or more Beneficiaries, there shall in no event be any compensating readjustments or reimbursements between any of the Trusts hereunder or any of the Trust or Estate accounts or Beneficiaries by reason of the manner in which the Trustee thus carry's out said direction. Notwithstanding the foregoing, any Trustee who might be financially affected by the making of any such election shall be excluded from making or taking part in the



making of such election.

5.5 In the event that no issue of the Trustor survive the Trustor's deaths, or survive the distribution of the Trust Estate, then and in that event all of the assets that would have been a part of the Trust Estate shall be distributed equally to those persons who would constitute heirs at law of the Trustor, in the proportions provided by the law of descent and distribution of the state whose laws govern this Trust.

A. Discretionary Termination.

Any time that a Trust or Trust share created under this Agreement has, in the judgment of the Trustee, a value so low that the expenses of maintaining the Trust cannot be reasonably justified, the Trustee may, in its discretion, but is not required to, terminate such Trust or Trust share. In case of such termination, the Trustee shall distribute forthwith the share so terminated to the primary Beneficiaries thereof.

B. Mandatory Termination.

The Trust Estate shall terminate in any and all events not later than twenty-one (21) years after the death of the last surviving Beneficiary herein named who is living at the time of the death of the Decedent, it being the intent of the Trustor that this Trust Agreement shall be interpreted so as not to violate the Rule Against Perpetuities. The Trust Estate, upon such termination, shall be distributed to the Beneficiaries for whom, at that time, a share or subshare has been set aside, each such Beneficiary to receive his or her share or subshare and any accumulations thereon.

Article VI
Trustee Powers

In addition to any other powers now or hereafter granted to Trustee under the provisions of State law, the Trustee is authorized and empowered in the administration, management and operation of the Trust as follows:

6.1 The Trustee of this Declaration of Trust has all of the discretionary powers, in addition to the powers contained in NRS 163.265 to 163.410, necessary to administer this Trust, including but not limited to, the power to sell, mortgage, encumber, pledge, hypothecate, lease, rent or improve, invest and reinvest the Trust estate property when such action is deemed to be in the best interest and furtherance of the Trust purposes. Any person serving as Trustee hereunder shall serve without bond.

6.2 The Trustee shall have the power to retain, without liability for loss or depreciation resulting from such retention, the original assets and all other property hereafter transferred, devised or bequeathed to the Trustee.



- 6.3 The Trustee may redirect and reinvest the principal of any asset in any manner deemed advisable by the Trustee in order to increase the productivity of such asset.
- 6.4 The Trustee shall have the power to continue or participate in the operation of any business or other enterprise and to effect incorporation, dissolution or other change in the form of the organization of the business or enterprise.
- 6.5 The Trustee shall have all powers and is authorized to do all acts in the management of the Trust Estate as if it were the absolute owner thereof, including the right to manage, control, sell, convey, exchange, partition, assign, divide, subdivide, improve, or repair; to grant options and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the Trust concerned for any purpose, including the exploration for and removal of oil, gas and other minerals; to enter into community oil leases, pooling and unitization agreements; to create restrictions, easements and other servitudes; to compromise, arbitrate or otherwise adjust claims in favor of or against the Trust; to institute, compromise and defend actions and proceedings at the expense of the Trust Estate; and to carry such insurance as the Trustee may deem advisable.
- 6.6 The Trustee shall have, respecting securities, all rights, powers and privileges of an owner, including the right to vote stock, give proxies, and pay assessments; to vote a security, in person or by general or limited proxy; to pay calls, assessments and any other sums chargeable or accruing against or on account of securities; to sell or exercise stock subscription or conversion rights, to consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution, or liquidation of a corporation or other business enterprise; and 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 stock so held.
- 6.7 The Trustee shall have liberal and broad powers of investment, limited only by commonsense and good faith, but not limited by any statutory rule of law such as the so called "prudent man" rule, or otherwise. This paragraph, however, shall not authorize the Trustee to buy or sell property and investments from or to themselves personally or to others for less than adequate and full consideration in money or monies worth; nor shall any person borrow principal or income directly or indirectly without adequate interest and security. The Trustee shall not commingle Trust funds with their own personal funds. The Trustee may commingle for purposes of administration and investment Trust property with the assets of any other Trust created by the Trustor.
- 6.8 The Trustee is authorized in the Trustee's discretion to buy policies of life insurance and/or annuities on the life or for the benefit of any Trust Beneficiaries and to hold and pay for the same as an investment and asset of the Trust, at any time and upon successive occasions, the premiums to be charged against income or principal, as the Trustee shall determine.



- 6.9 The Trustee shall have the power and the authority to determine income and principal, and how receipts and disbursements, including the fees of the Trustee, shall be credited, charged or apportioned as between income and principal; however, all such determination shall be made in accordance with the laws of the State of Nevada and the decision and the accounts of the Trustee in accordance with said provisions shall be binding on all persons in interest.
- 6.10 The Trustee shall have the power to borrow money for any Trust purpose upon such terms and condition as the Trustee may deem proper, and to obligate the Trust Estate for repayment and to encumber the Trust Estate or any of its property by mortgage, deed of trust, pledge or otherwise, using such procedure to consummate the transaction as the Trustee may deem advisable.
- 6.11 Loans
- A. To Trust.
The Trustee shall have the power to advance funds to any Trust herein created for any Trust purpose. Such advances, with interest at current rates, shall be repaid out of principal and as an expense of such Trust.
 - B. To Beneficiaries.
The Trustee may, at any time and upon successive occasions, loan such sums to the Beneficiaries or any of them as the Trustee shall deem advisable and in the best interest of the Beneficiaries. Such loan or loans shall bear interest at the prevailing rate. Provided, however, that the Trustee shall have wide discretion in the making or denying of any such loan, and the Trustee's judgment in the matter shall be conclusive and binding on any Beneficiary requesting any such loan.
- 6.12 The Trustee may pay for the last illness, funeral and burial expenses of the Trustor or any other Beneficiary of this Trust unless adequate provision shall have been made therefor through the Trustor's Probate Estate or otherwise.
- 6.13 In making the distributions to any Trust share created under this Agreement, the judgment of the Trustee concerning the valuation of the assets distributed shall be binding and conclusive upon all Beneficiaries. The Trustee may retain or invest an undivided interest and commingle assets of separate Trusts hereunder, but shall not be required to physically segregate or apportion undivided interests to such separate Trusts.
- 6.14 Upon the death of a Trustor or any other Beneficiary, any estate, inheritance, succession or other death taxes, duties, charges or assessments, together with interest, penalties, costs, Trustee's compensation and attorney's fees may be paid from the Trust Estate, if said tax or expense arose because of the Trust Estate.



- 6.15 The Trustee shall have the authority to pay all costs, charges and expenses of the Trust Estate, together with reasonable compensation for the Trustee's services hereunder, including services in whole or partial distribution of the Trust Estate; and to employ and compensate from the Trust Estate such agents, assistants and attorneys as in the Trustee's judgment shall be necessary to protect and manage the Trust property.
- 6.16 The Trustee may commence or defend such litigation with respect to the Trust or any property of the Trust as the Trustee may deem advisable at the expense of the Trust.
- 6.17 The Trustee may compromise or otherwise adjust claims or litigation against or in favor of the Trust.
- 6.18 The Trustee shall have the power to take any action and to make any election to minimize the tax liabilities of this Trust and its Beneficiaries including the disclaimer of benefits receivable by such trust in any manner provided by law.
- 6.19 Notwithstanding any other provisions of this Trust Agreement, the Trustee may, in his/her sole discretion, direct the Executor of the Will of the Trustor, to subject up to and including all Trust assets to the jurisdiction of the Probate Court as if no living transfers had been made to the Trust.
- 6.20 The Trustee shall have the power to budget the estimated annual income and expenses of the Trust or Trust share in such manner as to equalize as far as possible periodic income payments to Beneficiaries.
- 6.21 *The Trustee shall not pay interest on any distributions required to be made in the Trust Agreement.*
- 6.22 A Successor Corporate Trustee shall be limited by the prudent man rule as to new investments, but not as to investments and assets in the Trust at the time such Trustee enters upon its duties. A Successor Corporate Trustee may commingle the assets of the Trust with common Trust funds even though the same be a common Trust fund managed and administered by such Successor Corporate Trustee. A Successor Corporate Trustee may invest in or continue to hold any property, including shares of stock and other instruments issued by such Successor Corporate Trustee or by its holding company, so long as the Successor Corporate Trustee considers the retention to be in the best interests of the Trust.
- 6.23 Unless specifically limited, all discretions conferred upon the Trustee shall be absolute, and their exercise conclusive on all persons interested in any Trusts hereunder. The enumeration of certain powers of the Trustee herein shall not be construed as a limitation upon the Trustee's powers, it being intended that the Trustee shall have all the rights, powers and privileges that an absolute owner of the property would have.



6.24 In addition to the enumerated powers herein, to do all other acts in its judgment necessary or desirable for the proper administration of the Trust Estate.

Article VII

7.1 The following provisions shall apply to each of the Trust Estates and shares in trust created hereunder.

A. Except as otherwise specifically provided, if any beneficiary who is entitled to receive distribution of a share of the principal of the Trust Estate shall be a minor or under legal disability or a person not adjudicated an incompetent, but who by reason of illness or mental or physical disability is, in the opinion of the Trustee, unable to administer such share, the Trustee is hereby authorized and empowered to continue to hold and manage such share for the benefit of such person during his minority or disability and the Trustee may accumulate all or any part of the income from such person's share and may add any accumulated income to principal, or pay so much thereof, together with such amounts of principal of his share of the Trust Estate, as it shall deem proper for his health, education, maintenance and welfare. This shall be construed as a power only and shall not operate to suspend the absolute ownership thereof in such minor or person under disability.

B. In the disbursement of the funds for the benefit of any beneficiary who shall be a minor or under legal disability or a person not adjudicated an incompetent, but who by reason of illness or mental or physical disability is, in the opinion of the Trustee, unable to administer such funds, the Trustee may make payment in such of the following ways as in its opinion will be most desirable: (1) directly to such beneficiary; (2) to the parent, guardian, or such other person as may have legal custody of the beneficiary; (3) to some near relative or friend of such beneficiary; (4) to a custodian under a state's Uniform Gifts to Minors Act in accordance with the provisions of said Act; or (5) by the Trustee using such payment directly for the benefit of such beneficiary. The Trustee shall not be liable to see to the application of said payments by any such payee, and the receipt of such payee shall be a full acquittance of the Trustee as to any amounts so paid.

C. During a beneficiary's life, neither the principal nor the income of the Trust Estate shall be liable for the debts of any beneficiary hereunder, nor shall the same be subject to seizure or attachment by any creditor of any beneficiary under any writ or proceeding at law or in equity, and no beneficiary hereunder shall have any power to sell, assign, encumber, or in any manner to anticipate or dispose of his or her interest in said Trust Estate or in the income produced thereby. Without limiting the foregoing, this



paragraph shall specifically apply to any claim for alimony or support of a spouse asserted against any beneficiary.

D. Anything herein to the contrary notwithstanding, the trusts hereby created shall terminate not later than twenty-one (21) years after the death of the last survivor of myself and all persons who are beneficiaries hereunder living at the date of this Trust Agreement; and if any trust hereby created has not sooner terminated, the Trustee shall at said time pay over, convey, and deliver the Trust Estate then in its possession to the beneficiaries thereof, in the same shares or portions in which principal has been thus allocated to them.

E. (i) Upon my death, refusal, resignation, or inability to act as Trustee, I nominate and appoint the following individuals, in the order named, to act as Successor Trustee, for so long as they are willing and able to act:

1. Name: CORINNE ERICKSON
Address: 5517 E. CALLE DEL SOL, CAVE CREEK, AZ
Phone: 480-773-4056 & 480-563-4242

2. Name: TAMMY NOBLE
Address: 31 SILVER PINE DR, NEWPORT COAST, CA.
Phone: 949-500-5398 & 949-387-1783

3. Name: _____
Address: _____
Phone: _____

4. Name: _____
Address: _____
Phone: _____

(ii) If at any time there is a vacancy in the office of the Trustee of any Trust created hereunder, the beneficiaries, as hereinafter defined, may appoint a successor by an instrument in writing, lodged with the resigning or prior named Trustee, having endorsed thereon the acceptance of such successor. However, such power to appoint a successor shall be subject to the following conditions:

- (1) The beneficiaries shall not be permitted to appoint an individual as a successor Trustee, unless all beneficiaries agree that such individual should act as Trustee.



- (2) In the event all the beneficiaries do not agree upon an individual to act as successor Trustee, then a majority of the beneficiaries may appoint a bank or trust company to act as Trustee, provided that such bank or trust company shall be doing business in the United States and shall have a capital and surplus of not less than Ten Million Dollars (\$10,000,000).

For purposes of this subparagraph E, the term "beneficiaries" is defined as all persons who may be eligible to receive the income at the time a successor Trustee is to be appointed, whether such persons are adults or represented by a guardian or other legal representative. Every successor Trustee shall have the rights, powers, titles, discretions and immunities given to the original Trustee. Any corporate successor to the trust business of the Trustee or any corporate Trustee acting hereunder shall become Trustee in place of its predecessor without the necessity of any conveyance or transfer.

- F. Any Trustee at any time acting hereunder may resign and discharge itself by an instrument in writing specifying the effective date of the resignation, copies of which shall be mailed to the beneficiaries then having an interest in and entitled to receive the income or principal of the Trust Estate, at their last known address, by certified mail, postage prepaid. The Trustee resigning shall transfer, convey and deliver to the successor Trustee so appointed all of the trust property then held hereunder. No successor Trustee shall be personally liable for any act or failure to act of any predecessor Trustee; and with the approval of the person or persons appointing it, a successor Trustee may accept the account rendered and the property delivered to it by a predecessor Trustee as a full and complete discharge to the predecessor Trustee without incurring any liability or responsibility for so doing.
- G. The Trustee who has custody of the Trustee's books and records shall submit written financial statements to all beneficiaries or their legal representatives not less frequently than annually, which may take the form of an annual federal income tax return and a supplement showing any other transactions not shown on said income tax return. Any income or principal beneficiary or his or her legal representative may inspect the books and records from which the same is prepared at any reasonable time and place.
- H. The Trustee may open bank checking accounts or savings accounts or money market type accounts at such banks and savings and loan associations or other institutions as it determines and it may give instructions as to the names of the proper signatories, which may be less



than all of the Trustees acting hereunder, and the names of persons having authority to exercise other control over said accounts.

- I. No person dealing with the Trustee shall be obliged to inquire as to its powers, or to see to the application of any money or property paid or delivered to it. The Trustee shall not be required to obtain authority or approval of any court in the exercise of any powers conferred upon it hereunder, nor shall the Trustee be required to make any reports or accounting to any court. The Trustee shall not be required to furnish bond for the proper performance of its duties hereunder.
- J. If at any time any Trust Estate or any of the separate shares thereof created hereunder shall, in the sole judgment of the Trustee, be of the aggregate principal value of Twenty-Five Thousand Dollars (\$25,000.00) or less the Trustee, in its sole discretion, may (1) pay over the then principal of such trust to the beneficiaries thereof, or (2) to purchase and deliver to said beneficiaries a policy or policies containing life, annuity or endowment features, or a combination thereof, in such form, and upon such other terms and conditions as the Trustee shall deem proper and for the best interests of the beneficiaries.
- K. Any individual Trustee shall not be liable for any act, omission or loss in connection with his or her administration of the Trust Estate except for his or her actual fraud.

Article VIII
Trustee Provisions

- 8.1 The original Trustee under the Declaration of Trust has signed his/her name hereunder, to serve with all of the obligations, powers and authority contained within this Trust Agreement. The Trustee named herein shall continue Trustee until the death, resignation or disqualification of him/her. Reference in this Trust to the "Trustee" shall be deemed a reference to whomever is serving as Trustee or Co-Trustee, whether original, alternate or successor.
- 8.2 Upon the death of the Trustee, the Successor Trustee, as listed in the "Notice of Appointment of Successor Trustee" document, shall automatically become the Trustee. Thereafter, if any Trustee fails to accept Trusteeship, dies or resigns, then the next listed Trustee shall automatically be appointed to serve as the Trustee. In the discretion of the acting Trustee, additional Trustees may be added in the succession above indicated if more than one Trustee is desired. If an institutional Trustee is appointed Trustee, then no Successor Trustee to said institution need be appointed.

Whenever more than one Trustee is designated to act concurrently, a majority of the Trustees, whether individual or corporate, shall have the power to make decisions, undertake any action, or execute any documents effecting the Trust created herein. In the



event of a difference of opinion among the Trustee, the decision of a majority of them shall prevail, but the dissenting or non assenting Trustee shall not be responsible for any action taken by the majority pursuant to such decision. If only two individual Trustees are in office they must act unanimously.

At any time after the death of the Trustor a majority of the Beneficiaries (or their legal Guardians) of the Trusts hereunder may remove a Trustee from his or her obligations as Trustee hereunder by giving thirty (30) days written notice of the same. The majority of Beneficiaries (or their legal Guardians) shall thereafter select a Successor Trustee, which shall be a qualified bank or trust company or qualified individual other than a Beneficiary or a Beneficiaries spouse, to serve as a Successor Trustee.

8.3 No Trustee shall be required to post bond or any other security for the faithful performance of any duty or obligation of such office.

8.4 The Trustor desires that this Trust, the Trust Estate and the Trustee, and Beneficiaries shall not be involved in time consuming and costly litigation concerning the function of this Trust and disbursement of the assets. Furthermore, the Trustor has taken great care to designate, through the provisions of this Trust, how they want the Trust Estate distributed. Therefore, if a Beneficiary, or a representative of a Beneficiary, or one claiming a beneficial interest in the Trust Estate, should legally challenge this Trust, its provisions, or asset distributions, then all asset distributions to said challenging Beneficiary shall be retained in Trust and distributed to the remaining Beneficiaries herein named, as if said challenging Beneficiary and his or her issue had predeceased the distribution of the Trust Estate.

The defense of such litigation, including costs incurred by representatives of the Trustor's Estate, the Trustee of this Trust, and their agents, attorneys, accountants and representatives shall be paid for by the Trust.

8.5 The Trustor hereby provides that they may designate two (2) licensed physicians who shall be authorized and empowered to determine the competency of the appointing Trustor or Trustee of the Trust. The appointed physicians shall be authorized and empowered to confirm in writing the incompetency or competency of the appointing Trustor, and their decision thereon shall be binding upon the Trustor, Trustee and Beneficiaries of this Trust. An incapacitated Trustee is unable to act.

Article IX
Releases and Disclaimers

9.1 With respect to any interest in a Trust created pursuant to this Declaration, a Beneficiary shall have the right to release, disclaim or renounce in writing any such interest in whole or in part in any manner and within the time allowed by law, except as otherwise provided



herein. Any interest so disclaimed or released shall be distributed as if the Beneficiary predeceased the Trustor. No other interest of the Beneficiary shall be affected by the disclaimer or release unless that interest also shall be disclaimed or released.

Article X
Compensation of Trustee

10.1 The Trustee may be paid reasonable compensation for its services as Trustee. Reasonable compensation shall be based upon the then prevailing rates charged for similar services in the locality where the same are performed by other fiduciaries.

Article XI
General Provisions

The administration of any Trust provided for herein shall be subject to the following general provisions.

11.1 Definitions.

- A. Support.
The term "support" as used herein shall include proper support, maintenance, medical care, and education, including private grade school, private or public institutions of higher learning at both undergraduate and graduate levels, professional education, vocational and trade schools, depending upon the abilities and ambitions of the respective Beneficiary.
- B. Trust Estate.
The term "Trust Estate" shall include both principal and income where appropriate.
- C. Issue.
The term "Issue" shall include children and issue of children, lineal descendants; ~~legally adopted children and the lawful issue of legally adopted children.~~
- D. Gender.
Where appropriate, a given gender shall include masculine, feminine and neuter.
- E. Singular and Plural.
The singular and plural shall include the other where appropriate.



- 11.2 Following the death of the Trustor, the Successor Trustee shall, upon the written request of any Beneficiary, render an annual accounting to the Beneficiary or Beneficiaries of the Trust not more than one-hundred twenty (120) days following the close of the calendar year.
- 11.3 The interest of the Beneficiaries in the principal and/or income of the Trust shall not be subject to the claim or claims of their creditors or others, not to legal process, and may not be voluntarily or involuntarily alienated or encumbered.
- 11.4 If any provision of this instrument is void, invalid or unenforceable, the remaining provisions shall nevertheless be valid and carried into effect. If any Trust herein established exceeds the longest permissible period, it shall persist in its period for the longest period permissible, then terminate.
- 11.5 This Trust instrument is executed and accepted under the laws of the State of Nevada, and shall be governed by such laws; however, the Trustee shall have the discretion, exercisable at any later time and from time to time to administer the trusts pursuant to the laws of any jurisdiction in which the Trustee may be domiciled by executing and acknowledging a written instrument to that effect and attaching the same to this Trust instrument; and if the Trustee so exercises the discretion as above provided, these Trusts shall be governed by the laws of such other state or jurisdiction in which administered.
- 11.6 This Agreement may be executed in any number of counterparts and each shall constitute an original of one and the same instrument.

Article XII

Acknowledgments, Reports, Inspection of Records

- 12.1 The Trustee acknowledges receipt of and accepts the property and the Trust on the terms and conditions stated, and agrees to care for, manage and control the same in accordance with the directions specified; and if so requested in writing, to furnish to a Beneficiary having rights to current income, 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 these Trusts shall be at all times 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.

IN WITNESS WHEREOF, the creator of this Trust Agreement have hereunto set their hand as both Trustor and Trustee, on this 14th day of February, 20 11.

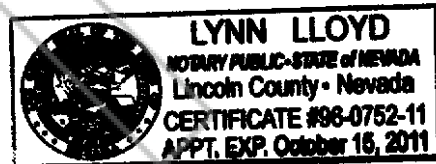
[Signature]
Trustor/Trustee
LOUIS OLIVER

State of Nevada)
County of Lincoln)

On February 14, 20 11, before me, Lynn Lloyd, a Notary Public, personally appeared before me, Louis Oliver, who 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
Notary Public
My Commission Expires: 10-15-11