| APN | Rec:\$37.00 Total:\$37.00 NOLA HOLTON | 05/03/2022 01:25 PM Pgs=9 KC |
|--|--|---|
| AI N | NOLAHOLTON | A |
| APN | 00009052202201 | 322830090093 |
| APN | OFFICIAL RECOR AMY ELMER, REC | D ORDER |
| | | |
| SIXTH AND SEVENTH AMENDMENT TO T | HE MILLER FAN | MILY TRUST |
| Title of Documer | nt \ | / |
| | / / | |
| Affirmation Stateme | ent)) | |
| | / / | |
| I, the undersigned hereby affirm that the attached document submitted for recording does not contain the social security number 1. | ment, including any ex mber, driver's license | khibits, hereby or identification card |
| number, or any "Personal Information" (as defined by NRS 603 | A.040) of any person | or persons. (Per NRS |
| 239B.030) | | |
| I, the undersigned hereby affirm that the attached doc | ument, including any | exhibits, hereby |
| submitted for recording does contain the social security number number, or any "Personal Information" (as defined by NRS 603 | r, driver's license or id | lentification card |
| by law: | A.040) of a person of | persons as required |
| (State specific law) | \setminus | |
| | \ | |
| Signature Title Treestee | | |
| Print Noha Hohton | | |
| Pont | | |
| | | |
| Date | | |
| | | |
| Grantees address and mail tax statement: | | |
| 1.0.Box 358 | | |
| 1410ma 11) | | |

89001

2022-162283

LINCOLN COUNTY, NV

SIXTH AMENDMENT TO the MILLER FAMILY TRUST

Pursuant to the powers reserved to me as Grantor in that certain Declaration of Trust dated June 8, 1997, wherein I am named as initial Trustee and beneficiary, I hereby amend the MILLER FAMILY TRUST dated June 8, 1997. A copy of this duly executed Sixth Amendment, together with any subsequent amendments, may be relied upon by any party as though such restatement and amendments taken together were the originally executed Declaration of Trust.

1. Section 1.2 is hereby deleted in its entirety and replaced with the following:

"1.2 Identification of Beneficiaries.

George Moore

The beneficiaries of this Trust, in order of priority are:

1.2.a Dorothy R. Miller, the Trustor, (hereinafter referred to as *Trustor Lifetime Beneficiary*);

1.2.b Beneficiaries other than the Trustor, (hereinafter referred to as *Primary Beneficiaries*), as follows:

| Gec | orge Moore | TERCATTA |
|------|---------------------------------|----------------|
| Jaco | queline Moore | PER CAPITA |
| Dor | Williams | PER CAPITA |
| Cha | arles Clemmer | > PER CAPITA |
| Tric | ona Murray | PER CAPITA |
| Joh | n W. Randell | PER CAPITA |
| Lei | ghton Randell | PER CAPITA |
| Son | Life Broadcasting Network (SBN) | SPECIFIC GIFT" |

PER CAPITA

2. Section 1.3 is hereby deleted in its entirety and replaced with the following:

"1.3 Designation of Successor Trustee.

If the Trustee dies or otherwise ceases to function as Trustee, the following shall serve as Successor Trustee, in the following order:

Nola Holton

Robert Clemmer"

- 3. Section 2.5.c is hereby deleted in its entirety and replaced with the following:
- "2.5.c <u>Division of Trust Estate</u>. Upon the death of the Trustor, the Trustee shall divide the Trust Estate as follows:
- 2.5.c(1) George Moore shall receive fifty percent (50%) of the real property located at 3793 Kolanut Lane, Las Vegas, Nevada, if he is then living. If George is not then living, this bequest shall be distributed to Jacqueline Moore, if she is then living.
- 2.5.c(2) Jacqueline Moore shall receive fifty percent (50%) of the real property located at 3793 Kolanut Lane, Las Vegas, Nevada, if she is then living. If Jacqueline is not then living, this bequest shall be distributed to George Moore, if he is then living.
- 2.5.c(3) Don Williams shall receive one hundred percent (100%) of the real property located at 5558 Central Way, Alamo, Nevada, if he is then living. If Don is not then living, this bequest shall lapse.
- 2.5.c(4) Charles Clemmer shall receive five thousand dollars (\$5,000.00) of the trust estate, if he is then living. If Charles is not then living, this bequest shall lapse.
- 2.5.c(5) Triona Murray shall receive ten thousand dollars (\$10,000.00) of the trust estate, if she is then living. If Triona is not then living, this bequest shall lapse.
- 2.5.c(6) John W. Randell shall receive ten thousand dollars (\$10,000.00) of the trust estate, if he is then living. If John is not then living, this bequest shall lapse.
- 2.5.c(7) Leighton Randell shall receive twenty thousand dollars (\$20,000.00) of the trust estate, if she is then living. If Leighton is not then living, this bequest shall lapse.
 - 2.5.c(8) The remaining trust estate shall be distributed as follows:
- 2.5.c(8)a Son Life Broadcasting Network (SBN) shall receive one-hundred percent (100%) of the remaining trust estate, to be used at its discretion."

4. Section 5.3 is hereby deleted in its entirety and replaced with the following:

"5.3 No Contest Clause.

If any beneficiary under the provisions of this trust, any devisee under the provisions of any will of either Trustor, or any heir of either Trustor, acting alone or in combination with any one or more persons, either:

- (a) contests, whether by direct contest or otherwise, any provision of this trust (whether contained in the original trust document or in an amendment existing at the time of the execution of this document), or any provision of any will or codicil of either Trustor, unless the challenging beneficiary knows of facts supporting probable cause at the time of filing the contest;
- (b) challenges any transfer of property to or from this trust, or to or from either Trustor, on the ground that it was not the transferor's property at the time of the transfer;
- (c) files a creditor's claim asserting a claim against this trust, or against either Trustor's estate, without first obtaining written consent of the Trustee of this trust; or
- (d) prosecutes a creditor's claim against this trust, or against either Trustor's estate, after the claim has been rejected in writing by the Trustee or personal representative,

then the right of that challenging beneficiary to take any interest given to him or her by any provision of this trust (whether contained in the original trust document or any amendment to the trust document) shall be void, and any gift or other interest in the trust property to which the challenging beneficiary would have otherwise have been entitled shall pass as if the challenging beneficiary predeceased the Trustors without issue."

5. Section 5.15, 5.16 and 5.17 are hereby added:

"5.15 Deferrable Retirement Benefit Limitation

Notwithstanding any other provision hereof, the trustee may not distribute to or for the benefit of the Trustor's estate, any charity, or any other non-individual beneficiary any Deferrable Retirement Benefit payable to this trust. It is the Trustor's intent that all such Deferrable Retirement Benefits be distributed to or held for only individual beneficiaries, within the meaning of the Minimum Distribution Rules. Such benefits may not be used or applied for payment of the Trustor's debts, taxes, expenses of administration, or other claims against the Trustor's estate; nor for payment of estate, inheritance or similar transfer taxes due on account of the Trustor's death. This paragraph shall not apply to any bequest or expense which is specifically directed to be funded with Deferrable Retirement Benefits by other provisions of this instrument.

5.16 Direction for 529 Plan

If this trust is the owner of an Internal Revenue Code Section 529 Plan account, the trustee is directed to use such funds for the benefit of the designated beneficiary. Notwithstanding the foregoing, the trustee may, in the trustee's sole discretion, revest any 529 Plan account if it is necessary for the Trustor's health or maintenance in the Trustor's accustomed manner of living; however, the trustee shall not revest any 529 Plan to pay the creditors of the Trustor's. No successor trustee shall be liable for any failure to exercise a revesting right under a 529 Plan

account. In the event the designated beneficiary completes his/her secondary education or dies before the account is exhausted, or in the event the beneficiary is not attending a post-secondary institution when he or she attains age 30, the trustee may, in the trustee's sole discretion, name a "member of the family of the original designated beneficiary" (as defined by IRC §529, or any applicable regulation or successor provision) as the new designated beneficiary, or distribute the 529 Plan account to the original designated beneficiary or the deceased original designated beneficiary's estate, or revest the 529 Plan account. The trustee may, name him/herself as a designated beneficiary upon the approval of all of the then living income beneficiary upon court order.

5.17 Survivorship Requirements.

All references in this trust to a beneficiary surviving the Trustor shall be interpreted to require that the beneficiary survive for thirty (30) days. If the beneficiary does not survive for thirty (30) days, for all purposes of this Trust the person shall be considered to have predeceased the Trustor."

6. In every other respect, I confirm and ratify the terms of the trust as stated in the declaration of trust dated June 8, 1997.

I certify that I have read the foregoing Sixth Amendment to the MILLER FAMILY TRUST, and that it correctly states the modifications to be made to the Trust Agreement of Dorothy R. Miller, dated June 8, 1997.

Executed this _/7 day of <u>fucinibe</u>, <u>2012</u>, in the City of Alamo, County of Lincoln, State of Nevada.

Dorothy R. Miller

ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF LINCOLN

This instrument was acknowledged before me on <u>Desemble 17</u>, <u>Jose</u> by Dorothy R. Miller.

ROBIN E. SIMMERS

Notary Public, State of Nevada
Appointment No. 02-78907-11
My Appt. Expires November 6, 2022

Notary Public

SEVENTH AMENDMENT TO the MILLER FAMILY TRUST

Pursuant to the powers reserved to me as Grantor in that certain Declaration of Trust dated June 8, 1997, wherein I am named as initial Trustee and beneficiary, I hereby amend the MILLER FAMILY TRUST dated June 8, 1997. A copy of this duly executed Seventh Amendment, together with any subsequent amendments, may be relied upon by any party as though such amendments taken together were the originally executed Declaration of Trust.

1. Section 1.2 is hereby deleted in its entirety and replaced with the following:

"1.2 Identification of Beneficiaries.

The beneficiaries of this Trust, in order of priority are:

- 1.2.a Dorothy R. Miller, the Trustor, (hereinafter referred to as Trustor Lifetime Beneficiary);
- 1.2.b Beneficiaries other than the Trustor, (hereinafter referred to as *Primary Beneficiaries*), as follows:

Nola Holton

PER CAPITA"

- 2. Section 2.5.c is hereby deleted in its entirety and replaced with the following:
- "2.5.c <u>Division of Trust Estate</u>. Upon the death of the Trustor, the Trustee shall divide the trust estate as follows:
- 2.5.c(1) Nola Holton shall receive one hundred percent (100%) of the trust estate, if she is then living."
- 3. Section 4.2.gg is hereby added:
- "4.2.ggTo Control Digital Assets. To access, handle, and dispose of digital assets. The term "digital assets" includes but is not limited to files stored on digital devices, including desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device. The term "digital assets" also includes emails, blog posts, documents, images, audio, video, and similar digital files stored in a digital account. Trustee has the power to access, handle, and dispose of digital accounts, including email accounts, blogs, software licenses, social network accounts, social media accounts, file-sharing and storage accounts, financial management accounts, domain registration accounts, domain name service accounts, Web hosting accounts, tax preparation service accounts, online stores, and affiliate programs."

4. Section 5.3 is hereby deleted in its entirety and replaced with the following:

"5.3 No Contest Clause.

If any beneficiary under the provisions of this trust, any devisee under the provisions of any will of either Trustor, or any heir of either Trustor, acting alone or in combination with any one or more persons, either:

- 5.3.a contests, whether by direct contest or otherwise, any provision of this trust (whether contained in the original trust document or in an amendment existing at the time of the execution of this document), or any provision of any will or codicil of either Trustor, unless the challenging beneficiary knows of facts supporting probable cause at the time of filing the contest;
- 5.3.b challenges any transfer of property to or from this trust, or to or from either Trustor, on the ground that it was not the transferor's property at the time of the transfer;
- 5.3.c files a creditor's claim asserting a claim against this trust, or against either Trustor's estate, without first obtaining written consent of the Trustee of this trust; or
- 5.3.d prosecutes a creditor's claim against this trust, or against the Trustor's estate, after the claim has been rejected in writing by the Trustee or personal representative,

then the right of that challenging beneficiary to take any interest given to him or her by any provision of this trust (whether contained in the original trust document or any amendment to the trust document) shall be void, and any gift or other interest in the trust property to which the challenging beneficiary would have otherwise have been entitled shall pass as if the challenging beneficiary predeceased the Trustor without issue."

5. In every other respect, I confirm and ratify the terms of the trust as stated in the declaration of trust dated June 8, 1997.

I certify that I have read the foregoing Seventh Amendment to the MILLER FAMILY TRUST, and that it correctly states the modifications to be made to the Trust Agreement of Dorothy R. Miller, dated June 8, 1997.

Executed this 20 day of April County of Lincoln, State of Nevada.

_2021, in the City of Alamo,

Dorothy R. Miller

ACKNOWLEDGMENT

| STATE OF NEVADA |)) Ss. | | |
|---|------------|--|--|
| COUNTY OF LINCOLN |) | | |
| On, Porl 29, 2021 before me Melivide Davis, personally appeared Dorothy R. Miller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that they executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appear | | | |

to be of sound mind and under no duress, fraud, or undue influence.

WITNESS my hand and official seal.

Notary Public



MELINDA DAVIS NOTARY PUBLIC STATE OF NEVADA My Commission Expires: 04-05-22 Certificate No: 18-2381-11

ASSIGNMENT OF PERSONAL PROPERTY

For no consideration, the undersigned assigns and transfers to Dorothy R. Miller, Trustee of the MILLER FAMILY TRUST created June 8, 1997, all right, title, and interest in and to all my tangible personal property.

The term "tangible personal property" (i) refers to such items as furniture, furnishings, silverware, objects of art, china, clothing, jewelry, sporting equipment, automobiles, boats, airplanes, books, collections of tangible personal property, and other tangible personal property normally kept at my residence(s); and (ii) includes any insurance policies on the property and any proceeds of these policies. To the extent possible, this assignment shall also act as delivery of all of my digital assets, social media accounts, including but not limited to Facebook, Twitter, LinkedIn, any and all data and photo archiving sites, blogs and websites of mine whether I am maintaining such accounts in my individual name, through a pseudonym or anonymously.

Executed this April 20 2021, in the City of Alamo, County of Lincoln, State of Nevada.

Dorothy R. Miller

ACKNOWLEDGMENT

STATE OF NEVADA

) Ss.

COUNTY OF LINCOLN

On, April 29 2021 before me Mclivida Davis, personally appeared Dorothy R. Miller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that they executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appear to be of sound mind and under no duress, fraud, or undue influence.

WITNESS my hand and official seal.

Notary Public

MELINDA DAVIS NOTARY PUBLIC STATE OF NEVADA My Commission Expires: 04-05-22 Certificate No: 18-2381-11