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v. Jeffrey K. Rohbeck
P.O. Box 435
ZEPHYR COVE, NV
89448

EMMA KELLY

REVOCABLE LIVING TRUST AGREEMENT

THIS TRUST AGREEMENT, known as the EMMA KELLY REVOCABLE LIVING TRUST AGREEMENT, made and entered into this 17th day of December, 1988, by and between EMMA KELLY, hereinafter referred to as Trustor or Settlor, and SYLVIA A. WALTER, hereinafter referred to as Trustee;

W I T N E S S E T H:

Trustor has assigned, transferred and delivered and does by these presents assign, transfer and deliver to Trustee, the real and personal property hereinafter described in Schedule "A," which is attached hereto and incorporated herein as if set forth herein verbatim. Receipt is hereby acknowledged by Trustee of the real and personal property set forth in Schedule "A," together with any additional property that may hereinafter be assigned, transferred and delivered to Trustee by Trustor and intended to constitute and is hereinafter referred to as the trust estate.

It is the intent of Trustor to transfer all property now owned by her or hereafter acquired to this trust. In the event title is held in her individual then she holds title as nominee of and for Trustee named in this trust.

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IT IS UNDERSTOOD AND AGREED that no consideration was given by Trustee for the assignment, transfer and delivery to her of the property hereinafter described in Schedule "A," and that the same has been received and accepted by her to be owned, held and administered in trust for the uses, purposes and beneficiaries, with the powers and subject to the conditions following, to wit:

FIRST: Trustor may, at any time, assign, transfer, convey and deliver to Trustee other property which, if received and accepted by Trustee for the purposes of the trust, shall become a part of the trust estate herein and shall be held and administered in the manner provided herein and be subject to all of the conditions of this agreement.

SECOND: The rights, powers and duties of Trustor and of Trustee with respect to the management and investment of the trust estate shall be as follows:

(a) Trustor, during her lifetime and while competent, reserves the right to direct Trustee in connection with the retention, sale or other disposition of the trust estate and with respect to the investment and reinvestment of any of the trust funds in any property that Trustor deems advisable.

It is the wish and desire of Trustor that Trustee shall make recommendations in writing to Trustor as to any investment action deemed advisable, and Trustor shall act properly thereunder. In the event, after a reasonable period of time, Trustor fails to advise Trustee either with reference to the

approval or disapproval of the recommended action, then Trustee may act in accordance with Trustee's own judgment and for the best interests of the trust estate.

(b) Trustee is expressly authorized to retain in the trust, for such time as she may deem advisable, any property received by her hereunder during the existence of this trust, or purchased by Trustee pursuant to the written directions of Trustor or as provided herein, without any liability or responsibility whatsoever.

(c) After the death of Trustor, or during the period of her incompetency, Trustee shall have full power of management and control with respect to the trust property, upon such terms, conditions and in such manner as she may deem advisable, including, but not limited to:

(1) To manage, control, sell, convey, divide and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the trust for any purpose, including exploration for and removal of gas, oil or other minerals; to enter into community oil leases.

(2) To retain property, including stock of Trustee, and invest and reinvest as provided by law from time to time existing, including investments in any common trust fund now or hereafter established by Trustee.

(3) To borrow; to place, replace, renew, or extend any encumbrance upon any trust property.

(4) To participate in voting trusts, pooling agreements, foreclosures, reorganization, consolidation, mergers and liquidations and in connection therewith, to deposit securities with and transfer title and delegate discretions to any protective or other committee as Trustee may deem advisable.

(5) 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 therein.

(6) To make ordinary or extraordinary repairs or alterations in buildings or other trust property, to demolish any improvements, to raze existing or erect new party walls or buildings.

(7) To subdivide, develop, or dedicate land to public use; or to make or obtain the vacation of plats and adjust differences in valuation on exchange or partition by giving or receiving consideration; or to dedicate easements to public use without consideration.

(8) To grant an option involving disposition of a trust asset or to take an option for the acquisition of any asset.

(9) To vote a security in person or by general or limited proxy.

(10) To pay calls, assessments and any other sums chargeable or accruing against or on account of securities.

(11) To sell or exercise stock subscription or conversion rights.

(12) 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 Trustee is liable for any act of the nominee in connection with the security so held.

(13) To insure the assets of the trust against damage or loss and Trustee against liability with respect to third persons.

(14) 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, for which advances with any interest Trustee has a lien on the trust assets as against the beneficiary.

(15) To pay or contest any claim; to settle a claim by or against the trust by compromise, arbitration or otherwise; and to release, in whole or in part, any claim belonging to the trust to the extent that the claim is uncollectible; to institute, compromise and defend actions and proceedings.

(16) To pay taxes, assessments, compensation of Trustee, and other expenses incurred in the collection, care, administration and protection of the trust.

(17) To continue to 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.

(d) All taxes, assessments, fees, charges and other expenses incurred by Trustee in the administration or protection of this trust, including any compensation of Trustee, shall be a charge upon the trust estate, and shall be paid by Trustee in full out of the principal or in full out of the income of the trust estate, or partially out of it in such manner and proportions as Trustee in her sole discretion may determine to be advisable, prior to final distribution of the trust property; and the determination of Trustee with respect to all such powers shall be conclusive upon all persons howsoever interested in this trust.

(e) Notwithstanding the provisions of that certain act passed by the legislature of the State of California known as the Revised Uniform Principal and Income Act, California Civil Code Section 730, et seq., inclusive, to the contrary, Trustee shall have full power to determine whether any receipt is income or principal, or partly income and partly principal, and the power to determine whether any expenses, charges or losses are to be borne by income or principal, or partly by income and partly by principal.

(f) Trustee may hold securities or other property in this trust in her name as Trustee hereunder, or in the name of

her nominee, or Trustee may hold such securities unregistered in such condition that ownership will pass by delivery.

THIRD: During the lifetime of Trustor, the income shall be paid to Trustor, unless otherwise directed in writing. If at any time Trustor should be incompetent or should in the judgment of Trustee be unable for any reason to act in her own behalf, Trustee may pay to or apply for the benefit of or pay on behalf of said Trustor, including and in addition to the payments herein provided, such amounts from the net income and/or principal of the trust estate, up to the whole thereof, as Trustee may from time to time deem necessary and advisable for the use and benefit of said Trustor.

FOURTH: The right is reserved by and granted to Trustor, during her lifetime, to change or amend any of the provisions of the trust and to revoke the trust in whole or in part and to take out of the trust or remove from the operation thereof any or all of the trust estate; providing, however, that any change or amendment to the trust shall be by written declaration or amendment subscribed by Trustor. In the case of a total revocation of the entire trust, Trustee shall be discharged of all liability for the trust estate or any part thereof removed from operation of the trust under the power of revocation; provided, further, however, that upon revocation of the trust in whole or in part, all preferred claims or charges against the trust estate and of this agreement shall first be paid and discharged.

FIFTH: Upon the death of Trustor, this trust shall terminate, and all trust assets shall be distributed to SYLVIA A. WALTER.

SIXTH: Whenever the right of any beneficiary to payments from net income or principal shall terminate, either by reason of death or otherwise, all such payments accrued or undistributed by Trustee at the date of such termination shall be distributed to the beneficiary entitled to the next successive interest hereunder.

SEVENTH: Upon any division or partial final distribution of the property of the trust estate, as herein provided, Trustee may divide or distribute such property in kind, including undivided interest therein, or in his sole discretion, Trustee may sell all or any part of said property and make such division or distribution in cash or partly in kind; and the decision of Trustee as to what constitutes a proper division of the trust estate, either prior to or upon any distribution thereof, shall be binding upon all of the beneficiaries.

EIGHTH: Each and every beneficiary of this trust shall be without right, power or authority to sell, assign, pledge, mortgage or in other manner encumber, anticipate, hypothecate or impair his or her beneficial or legal interest in the trust estate or any part thereof, and no part of the income or principal of the trust shall be subject to the claims of any creditors of beneficiary or liable to attachment, garnishment, execution or any other process of law, it being the intention of.

Trustor to embody herein all of the provisions of that certain act passed by the legislature of the State of California and known as the Spendthrift Act.

NINTH: The right is reserved by and granted to Trustee upon notice in writing to Trustor during his or her lifetime, to surrender this trust, and upon such election by Trustee, Trustor shall accept the resignation of Trustee and shall appoint a new Trustee, and in the event of the failure, refusal or inability of Trustor to do so, Trustee, at the cost and expense of the trust estate may secure the appointment of a new Trustee in the manner provided by law.

TENTH: In the event that any beneficiary under this trust shall, singularly or in conjunction with any other person or persons, contest in any Court the validity of this instrument or shall seek to obtain an adjudication in any proceeding in any Court that this trust, or any of its provisions, are void, or seek otherwise to void, nullify or set aside this trust, or any of its provisions, then the right of that person to take any interest given to him or her by this trust shall be determined as it would have been determined had said person predeceased the execution of this trust, without surviving issue. Trustee is hereby authorized and directed to defend, at the expense of the trust estate, any contest or other attack of any nature against this trust, or any of its provisions.

IN WITNESS WHEREOF, Trustor and Trustee have hereunto set their hands and have caused their names to be subscribed hereto the day and year hereinafter written.

TRUSTOR:

DATED: 12-17-88

Emma Kelly
EMMA KELLY

TRUSTEE:

DATED: 12/17/88

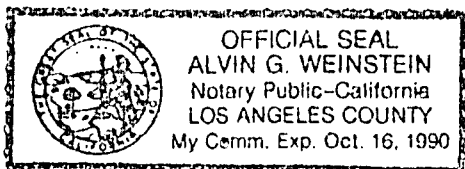
Sylvia A. Walter
SYLVIA A. WALTER

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) : ss.

On the 17 day of December, 1988, personally appeared before me, a Notary Public, in and for said County and State, EMMA KELLY, ^{known} known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same, freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State above-named, the day and year in this certificate first above written.

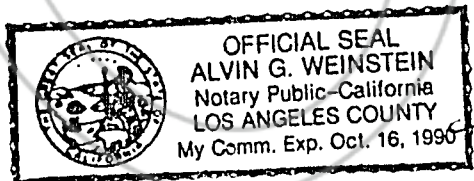


Alvin G. Weinstein
Notary Public

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) : ss.

On the 17 day of December, 1988, personally appeared before me, a Notary Public, in and for said County and State, SYLVIA A. WALTER, ^{known} known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same, freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State above-named, the day and year in this certificate first above written.



Alvin G. Weinstein
Notary Public

SCHEDULE A

1. Lot 259, as shown on the map of Gardnerville Ranchos Unit Six filed for record in the office of the County Recorder of Douglas County, Nevada on May 29, 1973 in Books 573, page 1026 as file number 66512. Assessor Parcel Number 29-182-10.

2. Bank account at Nevada Banking Company, Gardnerville branch being account number 20008789.

3. Bank account at Nevada Banking Company, Gardnerville branch being account number 121201610.

REQUESTED BY
Jeffrey Rabbeck
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'89 JUN 12 P12:13

SUZANNE BEAUDREAU
RECORDER
\$16⁰⁰ PAID *Bh* DEPUTY

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