THE RIEDLE FAMILY TRUST

JOINT REVOCABLE LIVING TRUST AGREEMENT FOR THE LIFETIME USE OF CREATORS WITH AN ESTATE VALUE OF UP TO \$1,200,000, THEN YOUR ASSETS CAN BE PASSED ON TAX-FREE TO YOUR BENEFICIARIES.

- 1. THIS JOINT REVOCABLE LIVING TRUST AGREEMENT IS MADE BY THE CREATORS, TO BE CONTROLLED BY THE CREATORS AS TRUSTEES, FOR THE BENEFIT OF THE CREATORS AS BENEFICIARIES, FOR SO LONG AS THEY LIVE.
- 2. WE, THE CREATORS, HEREBY CONVEY, ASSIGN, TRANSFER, AND DELIVER TO OUR TRUST AND TO US AS JOINT TRUSTEES, ALL RIGHTS, TITLE, AND INTEREST IN ALL ASSETS OWNED BY US. WE, THE CREATORS, CAN REVISE PART OR ALL OF THIS REVOCABLE LIVING TRUST WHILE WE BOTH LIVE AND AGREE TO DO SO. EITHER SPOUSE MAY REVOKE THIS TRUST WHILE BOTH LIVE. AFTER THE DEMISE OF THE FIRST CREATOR, THE SURVIVING SPOUSE MAY AMEND OR REVOKE THIS TRUST FOR SO LONG AS HE/SHE LIVES.
- 3. WE, THE CREATORS ARE THE PRIMARY BENEFICIARIES OF ALL ASSETS OWNED BY THIS TRUST, AND ALL INCOME RECEIVED FROM THE TRUST ASSETS, OR FROM THE SALE THEREOF, SHALL BE DISTRIBUTED TO US AS THE CREATORS/TRUSTEES/ BENEFICIARIES, OR USED FOR OUR BENEFIT OR AT OUR DIRECTION.

4. THE NAME OF OUR TRUST WILL BE Leadle tamely Just, Charles in liedle in Betty Mikedle trustees, dated 1/3/9/2 AND IF EITHER CREATOR REVOKES THE JOINT LIVING TRUST, THEN THE TRUST PROPERTY SHALL BE TRANSFERRED BACK TO THE OWNERSHIP AND TITLE THAT EXISTED PRIOR TO THE TRANSFER INTO THE TRUST. SEPARATE PROPERTY WILL AGAIN BE SEPARATE, AND TITLE WILL BE RETURNED TO THE SEPARATE OWNER.

5. AFTER THE DEMISE OF THE SURVIVING SPOUSE, THE SUCCESSOR TRUSTEE WILL DISTRIBUTE, WHATEVER PERCENT OF THE REMAINDER OF ASSETS A SUCCESSOR BENEFICIARY IS TO RECEIVE, ACCORDING TO THIS TIME FRAME:

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	8	AFTER	AGE	18;	8	AFTER	AGE	25;	8	AFTER	AGE	30;
		AFTER	AGE	35;	<b>%</b>	AFTER	AGE	40.				
Belly,	Riedle	ر			•					3784	<b>55</b>	

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## PRIVACY

SOME STATES REQUIRE THAT A TRUST, OR ABSTRACT OF IT, BE RECORDED IF ANY REAL ESTATE IS BEING HELD IN THE NAME OF THE TRUST. RECORDING A LEGAL DOCUMENT IS ALWAYS A GOOD IDEA, AND SINCE THERE IS NO LAW REQUIRING DISCLOSURE OF THE ASSETS THAT ARE BEING LEFT TO SUCCESSOR BENEFICIARIES, I CREATED THIS ALTERNATE PAGE FOR RECORDING PURPOSES. THUS, NO ONE KNOWS WHAT YOUR ASSETS ARE OR WHO'S GETTING WHAT!!

"BUBSTITUTE THIS PAGE, INSTEAD OF PAGE 18, WHEN YOU RECORD"

THESE ARE THE NAMES AND ADDRESSES OF BENEFICIARIES OF THIS TRUST.
Bruce A. Jackson 3182 Oreana Dr. Arson ato M
BENEFICIARY NAME & ADDRESS
Suren a Suckeron 44 65 Baca Way 50 182 Keno 7
BENEFICIARY NAME & ADDRESS
Brandon of Jackson 5695 Widekind Rd Sparke no
BENEFICIARY NAME & ADDRESS
Brin S. Jackson 5695 Wedekend Rd Sparks nv
BENEFICIARY NAME & ADDRESS
Helda S. Lund 5695 Widekend Ed Harris ni
BENEFICIARY NAME & ADDRESS
6 velim X. Xamusen 7984 Windower St. Ca.
BENEFICIARY NAME & ADDRESS
Jonnie Bennett 1500 Bay Flat & Dodgad Ba
BENEFICIARY NAME & ADDRESS
BENEFICIARY NAME & ADDRESS

- 9. THE TRUSTS HEREUNDER SHALL TERMINATE NOT LATER THAN 21 YEARS AFTER
  THE DEMISE OF THE LAST BENEFICIARY.
- 10. NO INTEREST HEREUNDER SHALL BE TRANSFERRABLE OR ASSIGNABLE BY ANY BENEFICIARY, OR BE SUBJECT TO BENEFICIARY'S CREDITOR'S CLAIMS.
- 11. IN THE EVENT OF THE DEMISE OR A CONDITION OF PHYSICAL OR MENTAL INCOMPETENCE OF A CREATOR, VERIFIED IN WRITING BY TWO M.D. OR D.O. PHYSICIANS ATTESTING TO SAID CONDITION, THEN THE OTHER CREATOR OR THE SUCCESSOR TRUSTEE WILL AUTOMATICALLY SERVE AS TRUSTEE FOR THE TRUST. THE TRUSTEE'S POWERS SHALL APPLY, AS IF REWRITTEN, TO EMPOWER THE TRUSTEE TO ACT FOR THE CREATORS AS ATTORNEY IF FACT UNDER A DURABLE GENERAL POWER OF ATTORNEY AND DURABLE MEDICAL POWER OF ATTORNEY.
- 12. IF THE CREATOR(S) WANT A SUCCESSOR TRUSTEE TO BE TRUSTEE PRIOR TO
  THE DEMISE OF THE CREATOR(S), THEN AN APPOINTMENT SHALL BE RECORDED
  AT YOUR COUNTY RECORDER'S AND BE GOOD UNTIL A REVOCATION IS
  RECORDED.

13.	WE DIRECT THAT THE FOLLOWING PERSONS WILL BE SUCCESSOR TRUSTEES:
	Bruce A Jackson 3182 Oreana Dr City, NV.
	#1 SUCCESSOR TRUSTEE NAME & ADDRESS-IF TRUSTEE CAN'T SERVE THEN
	Evelyn Lee Rasmussen 92509-0111
	#2 SUCCESSOR TRUSTEE NAME & ADDRESS-IF TRUSTEE CAN'T SERVE THEN  7984 Windower De Vinerville Ca  OTHER SUCCESSORS TO BE NAMED BY A MAJORITY OF BENEFICIARIES.
	OTHER SUCCESSORS TO BE NAMED BY A MAJORITY OF BENEFICIARIES.

- 14. NO PERSON DEALING WITH THE TRUSTEE SHALL BE OBLIGED TO INQUIRE AS TO TRUSTEE'S POWERS OR TO SEE TO THE APPLICATION OF ANY MONEY OR PROPERTY DELIVERED TO TRUSTEE. TRUSTEE NEEDS NO COURT AUTHORITY TO EXECUTE AND DELIVER ANY AND ALL INSTRUMENTS IN WRITING WHICH TRUSTEE MAY DEEM ADVISABLE TO CARRY OUT ANY OF THE FOREGOING POWERS.
- 15. THE SUCCESSOR TRUSTEE SHALL HAVE THE POWER THAT WAS POSSESSED BY THE CREATOR(S) TO DO ALL THINGS FOR THE TRUST.

- 16. THE SUCCESSOR TRUSTEE WILL GIVE YEARLY REPORTS TO BENEFICIARIES.
- 17. THE SUCCESSOR TRUSTEE SHALL NOT BE LIABLE FOR SIMPLE ERRORS.
- 18. IN CASE OF SIMULTANEOUS DEATH OF A CREATOR AND AN HEIR, IT SHALL BE CONCLUSIVELY PRESUMED THE CREATOR'S DEMISE WAS FIRST. AND, IN CASE OF SIMULTANEOUS DEATH OF THE CREATORS, TO AVOID A LAWSUIT, IT WILL BE CONCLUSIVELY PRESUMED THAT THE HUSBAND'S DEMISE WAS FIRST.
- 19. IF PART OF THE TRUST IS INVALID ALL OTHER PARTS WILL REMAIN VALID.
- 20. FINAL TERMINATION OF THIS TRUST SHALL OCCUR WHEN ALL ASSETS HAVE BEEN DISTRIBUTED TO THE BENEFICIARIES ACCORDING TO THE TRUST.
- 21. STATE LAW OF CREATOR'S PRIMARY RESIDENCE WILL APPLY TO THE TRUST UNLESS THE CREATORS NAME ANOTHER STATE HERE
- 22. THE CREATORS ANTICIPATE THAT SERVICES BY A SUCCESSOR TRUSTEE WILL PROBABLY BY PERFORMED FREE BY A FAMILY MEMBER OR FRIEND. BUT, IT IS PERMISSIBLE TO PAY AN INDIVIDUAL OR A CORPORATE SUCCESSOR TRUSTEE, IF A MAJORITY OF BENEFICIARIES SO AGREE.
- 23. A MAJORITY OF BENEFICIARIES CAN REMOVE A SUCCESSOR TRUSTEE.
- 24. UPON THE FIRST DEMISE OF A CREATOR, THE TRUSTEE, WILL FOLLOW THE DIRECTIONS ON PAGE 13B, PARAGRAPH E, FOR PAYMENT OF DEBTS & EXPENSES.
- 25. REPRODUCTIONS OF THIS EXECUTED ORIGINAL LIVING TRUST, WITH REPRODUCED SIGNATURES, SHALL BE DEEMED TO BE ORIGINALS AND TREATED AS SUCH.

AS SUCH.		
Charles SIGNATURE OF	15 1-3-96 De	the m Budle
DATE & SIGNATURE OF	HUSBAND DATE AND S	IGNATURE OF WIFE
Vinona Rudle Witness #1 Signature	Alel Janne	But Done
Witness #1 Signature	Witness #2 Signature	Witness #3 Signature
Wy WONA Riedle Print Witness Name	DEL TANNER	BETH LONG
Print Witness Name	Print Witness Name	Print Witness Name
2620 E LUCAS BOTTX	1325 SANDEN, MINDEN	
Print Witness Address	Print Witness Address	Print Witness Address
1-3-96	1-3-96	1-3-96
Witnessing Date	Witnessing Date	Witnessing Date

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## THE TWO-TRUST MARITAL DEDUCTION TRUST

- A. DIVISION OF LIVING TRUST INTO TWO TRUSTS UPON DEMISE OF FIRST SPOUSE. The first creator to pass away shall be called the deceased spouse, and the living spouse shall be called the surviving spouse. On the deceased spouse's demise, the trustees shall divide the trust estate, including any additions made to the trust by reason of the deceased spouse's demise, such as from the decedent's will or life insurance policies on the decedent's life, into two separate trusts, designated the "surviving spouse trust" and the "exemption trust".
- B. SURVIVING SPOUSE'S TRUST. The surviving spouse's trust shall consist of the surviving spouse's separate property that is a part of the trust estate and the surviving spouse's interest in the creator's community estate included in or added to the trust estate in any manner, including any undistributed or accrued income on it, and the marital deduction amount identified in the next paragraph.

The surviving spouse's trust shall consist of the minimum value amount necessary to entirely eliminate (or reduce to the maximum) any federal estate tax at the deceased spouse's demise, after considering:

- All deductions taken in determining the estate tax payable by reason of the deceased spouse's demise;
- (2) The net value of all other property, whether or not it is given under the trust or passes at the time of the deceased spouse's demise or has passed before the deceased spouse's death to or in trust for the surviving spouse, so that it is included in the deceased spouse's gross estate and qualifies for the federal estate tax marital deduction; and
- (3) All credits allowed for federal estate tax purposes, provided no credit shall be taken into account in determining the size of the survivor's trust if such credit shall result in the disallowance of the marital deduction.
- C. EXEMPTION TRUST AS RESIDUAL AMOUNT. The exemption trust shall consist of the balance of the trust estate. The trustees shall satisfy the amount so determined in cash or in kind, or partly in each, and shall allocate to the surviving spouse's trust only assets of the deceased spouse contributed or added to the trust that are eligible for the federal estate tax marital deduction. Assets allocated in kind shall be deemed to satisfy this amount on the basis of their net fair market values as finally determined for federal estate tax purpose.

Assets qualifying for the federal estate tax marital deduction shall be transferred to the survivor's trust only to the extent that the transfer reduces the federal estate tax otherwise payable by reason of the deceased spouse's demise. No assets for which a credit for foreign death taxes is allowed under the federal estate tax law applicable to the deceased spouse's estate shall be allocated to the surviving spouse's trust, unless that estate contains insufficient other property to fully fund the surviving spouse's trust. The trustees shall select property to satisfy the value amount within the surviving spouse's trust so that any appreciation or depreciation that has occurred in the value of this property between the applicable valuation date and the date of allocation shall be fairly apportioned between the surviving spouse's trust and the exemption trust.

- D. SAVINGS CLAUSE. It is the creator's intention to have the surviving spouse's trust qualify for the marital deduction under Internal Revenue Code Section 2056 and regulations pertaining to that section or any corresponding or substitute provisions applicable to the trust estate. In no event shall the trustees take any action or have any power that will impair the marital deduction, and all provisions regarding the marital trust shall be interpreted to conform to this primary objective.
- trustees, in the trustees' discretion, shall pay out of the trust estate, the deceased spouse's debts outstanding at the time of his or her death and not barred by the statute of limitations, statute of frauds, or any other provision of law, the federal or state estate and inheritance taxes, including interest and penalties, the last-illness and funeral expenses of the deceased spouse, and other costs incurred in administering the deceased spouse's probate estate. Any payments for estate or inheritance taxes shall be charged to the exemption trust without apportionment or charge against any beneficiary of the trust estate or any transferee of property passing outside of the trust estate.

Payments for last-illness, funeral, and other administration costs shall be charged to the exemption trust, and if the exemption trust is insufficient, to the marital trust, provided, however, administration costs allocable to the surviving spouse's share of the community property administrated in the deceased spouse's estate shall be charged to the survivor's trust.

Payment of any of deceased spouse's debts shall be made proportionately from the property of the trust estate as such property shall be liable for the debts.

F. PAYMENT OF PRINCIPAL AND INCOME OF SURVIVOR'S TRUST. From the time of the deceased spouse's demise, the trustees shall pay to or apply for the benefit of the surviving spouse the net income of the surviving spouse's trust in quarterly or monthly installments.

If the trustees consider such income insufficient, the trustees shall also pay to or apply for the benefit of the surviving spouse any sums from the principal of the surviving trust that the trustees, in the trustees' discretion, consider necessary for the surviving spouse's proper health, support, comfort, enjoyment and welfare.

G. DISTRIBUTION OF PRINCIPAL AND INCOME OF EXEMPTION TRUST. On the deceased spouse's demise, the trustees shall pay to or apply for the benefit of the surviving spouse and the creator's issue (children, grandchildren, etc.) from the net income of the exemption trust all sums and in any proportion that may be necessary, in the trustees' discretion, for their respective health, education, support, and maintenance, in accordance with their accustomed standard of living at the date of the deceased spouse's demise. Any income that is not distributed will be added to principal.

H. AFTER SURVIVING SPOUSE'S DEMISE THE EXEMPTION TRUST HOLDS ALL FUNDS. On the surviving spouse's death, the trustees shall add to the exemption trust any portion of the surviving spouse's trust not disposed of, and as long as any beneficiary of the creator's is under age 21, the trustees shall pay to or apply for the benefit of all the creators beneficiaries, including those age 21 or older, and to the issue of any deceased child of the creator's, as much of the net income and principal of the exemption trust as the trustees in the trustees' discretion deem necessary for their proper support, health, maintenance, and education, after taking into consideration to the extent the trustees consider advisable any of the beneficiaries other income or resources known to the trustees.

In addition, the trustees, if the trustees consider it advisable, may apply net income and principal of the exemption trust for the support, health, maintenance, and education of the surviving spouse of any deceased beneficiary of the creators, after considering, to the extent the trustees consider advisable, any other income or resources of the surviving spouse of the deceased beneficiary known to the trustees (including also other trusts held for their benefit).

Any net income not distributed shall be added to principal. In exercising the discretion conferred by this subparagraph, the trustees may pay more to or apply more for the benefit of some beneficiaries than others, and may make payments to or applications of benefits for one or more beneficiaries to the exclusion of others, if the trustees consider this necessary or appropriate in light of the circumstances, the size of the trust estate, and the probable future needs of the beneficiaries. All payments or applications of benefits under this subparagraph shall be charged against the exemption trust as a whole, rather than against the ultimate distributive share of a beneficiary to whom or for whose benefit the payment is made.

When there is no beneficiary of the creators who is under the age of 21, the trustees shall divide the exemption trust into equal shares, one for each living beneficiary of the creators, and one for each group of the living issue of a deceased beneficiary of the creators. Each share shall be distributed or retained in trust as further provided in this document.

Each share allocated to a living beneficiary of the creators shall be retained and administered by the trustees in a separate trust. The trustees shall pay to or apply for the beneficiary's benefit the net income of the beneficiary's trust in quarterly or monthly installments until the beneficiary receives it all. If the trustees consider the income insufficient, the trustees shall also pay to or apply for the benefit of the beneficiary, as much of the principal of the beneficiary's trust as the trustees in the trustees' discretion consider necessary for the beneficiary's proper support, health, maintenance, and education, after considering to the extent the trustees consider advisable any of the beneficiary's other income or resources known to the trustees.

I. REVOCATION AND AMENDMENT BY SURVIVING SPOUSE. The surviving spouse may amend or revoke the surviving spouse's trust, but not the exemption trust. In case of revocation, all assets in the surviving spouse trust will be given to the surviving spouse.

- A. TO HOLD PROPERTY: To retain, without liability for loss or personal liability, received by Trustee from Grantors' estate, including, but not limited to, stock and securities of Trustee, for such time as to Trustee shall seem advisable; although such property may not be of the character prescribed by law or by the terms of this instrument for the investment of other trust assets and although it represents a large percentage or all the trust estate, that uniqual property may accordingly be held as a permanent investment.
- B. TO DEVELOP: To develop, improve, lease, partition, abandon, subdivide, dedicate as parks, streets and alleys, and grant easements and right-of-way with respect to any real property or improvements of this trust, and to improve, construct, repair, alter, reconstruct, or demolish any such improvements, and to lease for any periods, all or any part of the trust estate upon such terms and conditions and for such considerations as trustee may deem advisable. Any lease may be made for such period of time as Trustee may deem proper, without regard to the duration of the trust or any statutory restriction on leasing and without the approval of any court.
- C. TO SELL: To sell, lease, pledge, mortgage, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, any and all property at any time forming a part of the trust estate, in such manner, at such time or times, for such purposes, for such prices and upon such terms, credits & conditions as Trustee deems advisable. Any lease made by trustee may extend beyond the statutory period for leases made by fiduciaries and beyond the duration of the trust.
- D. <u>TO LEASE</u>: To lease property upon any terms or conditions and for any term of years although extending beyond the period of any trust.
- E. TO PURCHASE SPECIAL PROPERTIES: To purchase or otherwise acquire, and to retain, whether originally a part of the trust estate or subsequently acquired, any and all stocks, bonds, notes or other securities, or any variety of common trust funds, as Trustee may deem advisable, whether or not such investments by of the character permissible for investments by fiduciaries, or be unsecured, unproductive, over productive, or of a wasting nature. Investments need not be diversified and may be made or retained with a view to a possible increase in value. Trustee may at any time render liquid the trust estates, in whole or in part, and hold cash or readily marketable securities of little or no yield for such period as Trustee may deem advisable.
- F. TO SETTLE: To complete, extend, modify or renew any loans, notes, bonds, mortgages, contracts or any other obligations which the trust estate may owe or be a party to or which may be liens or charges against any property of the trust estate, although the trust estate may not be liable thereon, in such manner as trustee deems advisable, to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust estates against others or of others against the trust estates as Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of bonds and mortgages, and to make any payments in connection therewith.

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- G. TO BORROW: To borrow money for any purpose connected with the protection, preservation or improvement of the trust estate whenever in Trustee's judgement this action is deemed advisable, and as security to mortgage or pledge any real estate or personal property of the trust estate upon such terms and conditions as Trustee may deem advisable.
- H. TO ACQUIRE STOCK RIGHTS: To acquire stock and securities of the Trustee corporation by the exercise of rights to acquire stock and securities issued in connection with the stock of Trustee compitating a portion of the trust estate, including but not limited to the following: To vote in person or by general or limited proxy with respect to any shares of stock or other securities held by Trustee; to consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution or liquidation of any corporation, in which the trust estate may have any interest, or to the sale, lease, pledge or mortgage of any property by or to any such corporation; and to make any payments and to take any steps which Trustee may deem necessary or proper to enable Trustee to obtain the benefit of such transaction.
- I. <u>BROAD SECURITIES BROKERAGE POWERS</u>: To buy, sell, and hypothecate stocks, bonds, commodities and securities of every nature; to borrow money and to pledge any and all stocks, bonds and securities; to execute any & all agreements on behalf of the trust which any broker may require to establish an account and deal with the firm; and to transact all types of securities transactions with a brokerage firm.
- J. ADDITIONAL POWERS: Further powers of the Trustee include but are not limited to the following: To have rights, to apportion principal and income, add net income, purchase insurance, pay costs, deal between, determine value, insure and change real estate, settle claims, hold partnership interests, dissolve corporations, invest, register investments in Trustee's name, set up reserves, make distributions, designate any signor or joint signor on bank accounts, guarantee debts, transfer situs, receive additional assets, commence or defend litigation, make joint investments, reorganize, make loans, render liquid, exploit oil, gas & mineral interests, appoint ancillary Trustee, delegate powers, employ agents, keep property in the name of a nominee, and any authority given or conferred upon Trustee by law.
- K. <u>SUCCESSION OF POWERS</u>: Each Successor Trustee under this agreement shall have, exercise, and enjoy all the rights, privileges and powers, both discretionary and ministerial, as are given and granted to the imposed upon the original Trustee.
- L. PLACE OF CONSTRUCTIVE NOTICE OF TRUST REVOCATION, AMENDMENT OR TRUSTEE APPOINTMENT, OR REVOCATION: The creator designates the County Recorder of the creator's primary residence as the location where this trust shall be recorded and anyone may check to ascertain if the trust has been revoked or amended, or if the trustee has been revoked.

SELF-PROVING CLAUSE WITNESS NAME S/G WITNESS NAME SIC RIEDLE TANNER WYNONA THE ABOVE PARTIES, AFTER BEING BEEN DULY SWORN, DECLARED TO THE UNDERSIGNED NOTARY THAT THE CREATORS, IN THE PRESENCE OF THE THREE WITNESSES, SIGNED THIS REVOCABLE LIVING TRUST, AND THAT EACH OF THE WITNESSES, IN THE PRESENCE OF THE CREATORS AND OF EACH OTHER, SIGNED THIS REVOCABLE, LIVING TRUST AS WITNESSES. CREATOR #2 BETH LONG SWORN TO AND SUBSCRIBED BEFORE ME ON #1 NAME NAME NOTARY PUBLIC kathleen peterson NOTARY PUBLIC - NEVADA opt. Recorded in COURLAS CO. My Appl. Exp. Col. 27, 1998 '96 JAN -8 A11:35 378455

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