

51-

**OFFICIAL RECORD**

Requested By:  
MCDONALD CARANO WILSON

APN: 1318-157-150-18

**Recording Requested By:**

Jacqueline L. Hand

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 13 Fee: 51.00  
BK-0805 PG- 1371 RPTT: # 7



**When Recorded Mail To:**

Bank of America, N.A.  
Attention: Linda H. Bowers, V.P.  
Bank of America  
201 East Washington St., 23<sup>rd</sup> Floor  
Phoenix, Arizona 85004

**Mail Future Tax Statements To:**

Jacqueline L. Hand  
6417 J.F. Douglas Drive  
Ocean Springs, MS 39564

Space above for recorder's use

**QUITCLAIM DEED**

Thomas F. Sotham, the original Trustee of the Thomas F. Sotham Trust dated December 22, 1998 (the "Trust"), died on the 29th day of June, 2004, as evidenced by the Certificate of Death attached hereto as **Exhibit "A"**. **BANK OF AMERICA, N.A.**, formerly known as **BANK OF AMERICA, NT & SA**, by and through its authorized agent, Vice President, Sherri G. Neathery, the Successor Trustee of the Trust as evidenced by an excerpt of the Trust, attached hereto as **Exhibit "B"**, does quitclaim unto **JACQUELINE L. HAND**, an unmarried woman, and to her successors and assigns, all its right, title, and interest in and to that certain real property and improvements situate in the County of Douglas, State of Nevada, commonly referred to Douglas County Assessor's Parcel No. 1318-157-150-18, and more particularly described as:

Lot 3-6 as shown on the map of **ROUNDRIDGE TOWNHOUSES**, filed in the office of the County Recorder of Douglas County, Nevada, on August 14, 1967, as Document No. 37524.

TOGETHER WITH, all and singular, the tenements, the hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

DATED: This 22nd day of July, 2005.

**THE THOMAS F. SOTHAM TRUST  
AGREEMENT (u/t/a: December 22, 1998):**

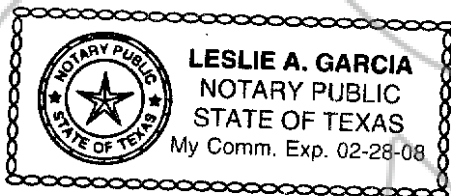
**BANK OF AMERICA, N.A.,  
Successor Trustee:**

By: *Sherri Neathery*  
**Sherri Neathery, Vice President**

STATE OF TEXAS            )  
                                      : ss.  
COUNTY OF DALLAS        )

On the 22 day of July, 2005, before me, a notary public in and for said State, personally appeared SHERRI NEATHERY, Vice President of Bank of America, N.A., Successor Trustee of The Thomas F. Sotham Trust Agreement (u/t/a: December 22, 1998), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



*Leslie A. Garcia*  
NOTARY PUBLIC

STATE OF NEVADA

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF HUMAN RESOURCES
DIVISION OF HEALTH
VITAL STATISTICS

STATE OF NEVADA — DEPARTMENT OF HUMAN RESOURCES
DIVISION OF HEALTH — SECTION OF VITAL STATISTICS
CERTIFICATE OF DEATH

TYPE OR PRINT IN PERMANENT BLACK INK

PRECEDENT

IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS

PARENTS

POSITION

CERTIFIER

NOTIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE OF DEATH USE DURING THE DEFLATING USE LAST

USE OF DEATH

Form containing fields for DECEASED-NAME, DATE OF DEATH, COUNTY OF DEATH, RACE, AGE, MARRIED, NEVER MARRIED, DIVORCED, SOCIAL SECURITY NUMBER, USUAL OCCUPATION, KIND OF BUSINESS OR INDUSTRY, FATHER, MOTHER, MAILING ADDRESS, BURIAL, CREMATION, REMOVAL, OTHER, FUNERAL DIRECTOR, NAME AND ADDRESS OF FACILITY, DATE SIGNED, HOUR OF DEATH, NAME OF ATTENDING PHYSICIAN, NAME AND ADDRESS OF CERTIFIER, REGISTRAR, IMMEDIATE CAUSE, OTHER SIGNIFICANT CONDITIONS, ACC. SUICIDE HOM., UNDET., OR PENDING INVEST., INJURY AT WORK, PLACE OF INJURY, LOCATION, STREET OR R.F.D. No., CITY OR TOWN, STATE.

STATE REGISTRAR

No. 264071

10263

CERTIFIED COPY OF VITAL RECORDS

This is a true and exact reproduction of the document officially registered and placed on file in the office of the State Registrar and Vital Records.

DATE ISSUED: JUL 01 2004

This copy is not valid unless prepar

Yvonne Sylva

STATE REGISTRAR

BK- 0805
PG- 1373



**EXHIBIT "B"**

**EXCERPT OF TRUST**

**THE THOMAS F. SOTHAM TRUST AGREEMENT**  
Dated December 22, 1998

1. Page 1. of the Trust, showing the name of the original Settlor and Trustee, Thomas F. Sotham;
2. Pages 8. through 13. of the Trust, showing the Fiduciary Powers, including the power to sell real property;
3. Page 15 of the Trust, showing the named Successor Trustee, Bank of America NT & SA, now known as Bank of America, N.A.; and
4. Page 18 of the Trust, showing the notarized signature to the Trust by the Trustee.



**THOMAS F. SOTHAM TRUST AGREEMENT**

**THIS AGREEMENT** (hereafter referred to as the "THOMAS F. SOTHAM TRUST") made on December 22, 1998, by THOMAS F. SOTHAM, of Zephyr Cove, Douglas County, Nevada, as Settlor and Trustee (hereinafter sometimes referred to as "Settlor" or using first person pronouns, and sometimes also referred to as "Trustee");

**WITNESSETH:**

**WHEREAS**, Settlor hereby declares that he is a single person, and that at the time of the execution of this Trust Agreement, he has no children, living or deceased; and

**WHEREAS**, Settlor desires to establish a revocable trust for the primary benefit of Settlor, as hereinafter set forth; and

**WHEREAS**, Settlor will after the execution hereof cause the benefits under certain policies of insurance on Settlor's life to be made payable to BANK OF AMERICA NT & SA, as successor Trustee hereunder, said policies of insurance being described in the schedule attached hereto, marked Schedule A and made a part hereof; and

**WHEREAS**, Settlor may cause additional policies of insurance on Settlor's life to be made payable to BANK OF AMERICA NT & SA, as successor Trustee hereunder; and

**WHEREAS**, Settlor does hereby transfer, assign, convey and deliver unto the Trustee the property described in the schedule attached hereto, marked Schedule B and made a part hereof, and may cause (by testamentary disposition or otherwise) other property to be made subject to the terms of this Trust Agreement;

**NOW, THEREFORE**, in consideration of the premises and for the purposes of declaring the terms and conditions upon which the Trustee is to receive, hold, and dispose of the principal and income of all property which may be made subject to this Trust Agreement, it is agreed by the parties hereto that **THE TRUSTEE SHALL HAVE AND HOLD** the above-described property, and any other property which he may hereafter at any time hold or acquire, from Settlor or otherwise, all of which shall hereinafter collectively be referred to as the "trust estate", **IN TRUST, NEVERTHELESS**, for the uses and purposes and subject to the terms and conditions hereinafter set forth:



Custodian under the Uniform Transfers to Minors Law, the Uniform Custodial Trust Act or similar statute. If such property is set aside in a separate trust, the Trustee shall be the Trustee named herein. The Trustee shall pay to or for the benefit of the beneficiary so much of the net income and principal as the Trustee in its discretion shall deem necessary for the health, education, maintenance and support of the beneficiary, and may accumulate any net income not so distributed. When the beneficiary reaches age twenty-one (21) or is no longer incompetent, as the case may be, the Trustee shall pay to the beneficiary the remaining trust property. If the beneficiary dies before the entire trust property is distributed, the Trustee shall pay the remaining trust property to the beneficiary's descendants or estate as the beneficiary shall appoint by a Will which refers specifically to this provision. Any property not so appointed shall be distributed to the beneficiary's descendants by right of representation, or if the beneficiary leaves no descendants who survive the beneficiary, the property shall pass pursuant to the Trust Residue (as hereinafter defined). The Trustee shall have all powers vested in any fiduciary under the provisions of this instrument. The authority conferred by this provision shall not operate to suspend or prevent the absolute vesting of any property in the beneficiary.

#### **ARTICLE IX** **Fiduciary Powers**

Except as otherwise expressly provided herein, the Trustee of any trust created hereunder (referred to as "fiduciary" in this Article), shall have the following powers, to be exercised in the fiduciary's discretion without the approval of any court:

A. **Retaining and Investing Assets.** To take charge of any and all property, real or personal; to make or retain investments even though they may not be diversified or of the character generally permissible for investment by fiduciaries and to hold such investments indefinitely; to invest and reinvest in preferred or common stocks, bonds, notes, investment trusts, mutual funds, common trust funds, and any other securities or property, real or personal, secured or unsecured, whether the obligations of individuals, corporations (foreign or domestic), trusts, associations or governments, expressly including shares or interests in investment trusts, common trust funds, any investment company organized under the Investment Company Act of 1940 (mutual fund) and any mutual fund for which the corporate fiduciary or its affiliate is acting as an investment advisor, or in any other capacity, for its own profit, and/or obligations of any financial institution serving as a fiduciary hereunder, mortgages and mortgage participations, either within or outside this state; to buy and sell commodities, options on securities and precious metals whether covered or uncovered; to trade futures or options on futures, domestically or internationally; to acquire life insurance on the life of any income beneficiary or any person in whom such income beneficiary has an insurable interest; to acquire property returning slight or no income or to retain any such property for any period of time, without the proceeds thereof (in case of sale) being in any part deemed income due to the acquisition or retention of property which returns slight or no income; to register or hold bonds, shares, other securities or any other assets in the fiduciary's name individually, as fiduciary,



or in a nominee name or to take and keep such assets unregistered, and to retain them or any part thereof in such condition that they will pass by delivery; to maintain a checking or savings account of reasonable size with the commercial or savings department of any financial institution serving hereunder as a fiduciary, but only with an indication of the fiduciary nature of the account;

B. Selling, Leasing, Managing and Mortgaging Property. To manage, insure, repair, improve, develop, alter, sell, pledge, mortgage, encumber, assign, convey, transfer, exchange, demolish, abandon, partition, subdivide, convert or otherwise dispose of, or grant options with respect to, any and all property, real or personal, at public or private sale, for any purpose, price and consideration (including cash or credit) and other terms or conditions, whether or not any term extends beyond the period of administration or duration of any trust; as lessor or lessee, to make leases for any length of time, which are longer or shorter than the duration of any trust and which commence at the present time or in the future, and to extend, renew or grant options with respect to any lease;

C. Operating Business. To operate or participate in the operation of any business owned by any trust in whole or in part or in any form of business organization, including the operation of proprietorships, the formation of a general partnership, limited partnership, limited liability partnership, limited liability company, or other entities, the continuation of ownership in or transfer of any business or property to any entity, the incorporation of all or part of a business, the continuation of corporations and the election of or maintenance of S status; to invest additional capital in such business; to settle and liquidate interests; to vote in person or by proxy, or to refrain from voting, with respect to any stock or security; to become a party to or vote pursuant to any stockholders agreement or voting trust agreement; to exercise subscription and conversion rights or privileges; and to participate or refuse to participate in any type of reorganization, recapitalization, foreclosure, pooling agreement, merger, consolidation, liquidation, dissolution, or other action with respect to any corporation, and in connection therewith, to take any action which could be taken if the securities concerned were owned by an individual;

D. Making or Obtaining Loans. To make secured or unsecured loans in any amount and upon any terms to any person, firm, association, partnership, corporation, trust or estate; to borrow money for any purpose including maintaining margin accounts, from any lender (including any financial institution which may be serving hereunder as a fiduciary), for and upon any terms, including terms whereunder the loan extends beyond the time that would otherwise be needed for completing the administration of any trust;

E. Paying or Settling Obligations. To pay, continue, renew, settle, contest, compromise, sell, foreclose, release, partially release, extend, modify, discharge, enforce or abstain from enforcement of any right, claim, note, mortgage, or other indebtedness in favor of or against any trust hereunder;



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F. Making Tax Decisions. To make any and all tax elections or decisions (without being required to make adjustments to the share or interest of any person who may be adversely affected thereby), including, but not limited to, choosing the method of income tax reporting; to claim expenses as either income or federal estate tax deductions when an election is permitted by law and to make such adjustment of tax between income and principal as the fiduciary shall deem proper; to file income or gift tax returns (joint or otherwise), or both, for any period prior to my death, to pay any part or all of the taxes or interest found to be due with respect to such returns;

G. Generation Skipping Tax. To exercise discretion and to make elections and allocations regarding the generation-skipping transfer tax ("GST") as the fiduciary deems advisable; to allocate any portion of my GST exemption to any property of which I am the transferor; to make any GST elections under the Internal Revenue Code, as amended; to divide any trust hereunder which otherwise would have an inclusion ratio between one and zero, before the allocation of the GST exemption and as of the relevant valuation date under Section 2642 of the Internal Revenue Code, as amended, into two separate trusts representing fractional shares of the property being divided, so as to permit one trust, after the allocation of any GST exemption, to have an inclusion ratio of zero; to make discretionary distributions taking into account any GST implications; to satisfy pecuniary payments in cash or in kind, provided that such payments other than in cash and which are not required to be satisfied at date of distribution values must be satisfied on a basis that fairly reflects net appreciation and depreciation of all property available for distribution from date of valuation to date of distribution; to allocate to a pecuniary payment a pro rata share of the income earned by all property available to satisfy the pecuniary payment from date of valuation to date of distribution, provided that such allocation shall be required if such payment does not bear appropriate interest; to allocate property upon the division or distribution of a trust, to the maximum extent practicable, from a trust having an inclusion ratio of zero to a trust or share which is more likely to result in a generation-skipping transfer, and from a trust having an inclusion ratio of other than zero to a trust or share which is less likely to result in a generation-skipping transfer; to treat additions or allocations of property to any trust hereunder as being made to a separate trust, so as to segregate property subject to different GST treatment;

H. Allocating Between Income and Principal. To determine, in the fiduciary's discretion, how any money or other property received, or any gain or loss realized or incurred, shall be allocated as between income and principal, and to apportion any loss or expenditure between income and principal; to use any income realized during the period of administration to pay expenses of administration, debts and taxes, except as expressly provided otherwise herein, but this provision shall not be applied in a way that will jeopardize obtaining any federal estate tax marital or charitable deduction;

I. Insurance. To collect the proceeds of any insurance policies; to seek reimbursement from the trust for any costs and expenses of collection, including attorney's fees (provided, however, that no fiduciary is obligated to bring suit regarding collection of such proceeds or to compromise,





adjust or submit to arbitration any such claim unless and until indemnified to the fiduciary's satisfaction for any expense in connection therewith); to permit the proceeds (in whole or in part) of any insurance policy to remain with the insurance company under any option available under the terms of such policy; to deal with as absolute owner any insurance policies owned by any trust, and exercise all the options, benefits, rights, privileges, and interests under the policies; to apply for life insurance on my life if this would be in the best interests of the beneficiaries of this trust; to use any property contributed to the trust or already held in the trust to purchase such policies; to borrow against the policies, surrender such policies for their cash surrender values, convert any policy to a paid-up policy, apply dividends in any manner, convert any policy to extended term insurance, or exercise any other right, option, power, or election available under any policy, and any cash obtained as a result may be used to pay premiums, distributed as provided herein, or held in trust hereunder;

J. Merging Trusts. To merge the trust estate of any trust created hereunder with that of any other trust (created under this or any other instrument) so that the resulting trust estate shall be administered pursuant to the terms and provisions of the instrument which governs the trust estate containing the larger principal amount at the time of such merger, if, in the opinion of the fiduciary hereunder, the provisions of the two trusts are substantially identical;

K. Making Distributions. To make distribution of any income or principal payment (other than a required principal payment) to any beneficiary who is under age twenty-one (21), incompetent, or, in the fiduciary's sole discretion, unable to properly apply such payment to the beneficiary's best advantage, in any of the following manners: to the beneficiary directly, to the beneficiary's conservator, to the beneficiary's legal guardian or any adult person with whom the beneficiary resides for the benefit of the beneficiary, or to use or apply such payment directly for the benefit of the beneficiary; provided, however, that this power shall not be exercised in any manner so as to disqualify any gift or trust for the federal estate tax marital deduction;

L. Environmental. To use and expend income and principal to conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state or federal agency concerned with environmental compliance, or by a private litigant; comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and employ agents, consultants and legal counsel to assist or perform the above undertakings or actions; and furthermore, no fiduciary shall be liable for any loss or depreciation in value sustained by my estate or any trust as a result of any fiduciary retaining any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state or local environmental law,



unless such fiduciary contributed to the loss or depreciation in value through willful default, willful misconduct, or gross negligence;

M. Farming. To operate farming enterprises with hired labor, tenants, or sharecroppers; to hire a farm manager or a professional farm management service to supervise farm operations; to lease or rent equipment or livestock for cash or on shares; to decide when items of property, including livestock, harvested crops, and other farm products shall be sold; to sell, purchase, exchange, or otherwise acquire or dispose of farm machinery, livestock, farm products, supplies, and services used in connection with the business; to remove, construct, repair, and improve fences and structures of all kinds on the premises; to fertilize, terrace, or clear land; to ditch and drain fields and install irrigation systems; in general, to follow soil conservation and other practices designed to conserve, improve, and maintain the fertility and productivity of the soil; to secure insurance upon crops and other farm properties and interests, including contracting for worker's compensation and public liability coverage; to carry on both crop and livestock programs, including the raising, purchase, and sale of livestock and any other range or farm products; to enter into and carry out contracts, notes, chattel mortgages, and other engagements relating to agriculture with the Commodity Credit Corporation, the Secretary of Agriculture of the United States or any other officer or agency of the federal or state governments or of any corporation organized thereunder; to pledge harvested or growing crops; to enter into acreage reduction agreements; to make soil conservation commitments; and, in general, to do all acts necessary to cooperate with any governmental agriculture programs and to participate in and receive all payments, proceeds, and other benefits thereunder;

N. Dealing with Mineral Interests. To sell, lease, or grant the right to mine or drill and to remove from any real property, gas, oil, sand, gravel, and other minerals, whether or not any such grant or lease is to continue longer than the duration of any trust; to carve out or retain interests in mineral properties, and to enter into farm outs, lease trades or similar transactions; to pool or unitize any or all of the lands, leaseholds or mineral interests with other types of mineral interests with individuals, corporations, trusts, or other entities; to engage in secondary or tertiary recovery methods; to make contracts and other instruments necessary or desirable to engage in the oil, gas, or mining business, including agreements for the installation and operation of absorption, repressuring, and other processing plants, the drilling of wells or sinking of mine shafts, and any other act or thing, whether the same are now or hereafter recognized or contemplated as common or proper practices by or among those engaged in the business of prospecting for, developing, producing, processing, transporting, or marketing any such oil, gas, or mineral interest; to join in limited or general partnerships, joint ventures or other entities, for the purpose of owning, developing or operating mineral interests; and to receipt for any bonus, royalties, rental, or proceeds of sales received in respect to any mineral interest hereunder;

O. General Administrative Clause. To mingle the trust properties of any separate trusts established under this instrument, allotting to each separate trust an undivided interest in the mingled



funds, which undivided interest shall always be equal to that trust's proportionate contribution to the mingled funds; to receive additions to any trust by gift, will or otherwise, including assets which are payable to the fiduciary under this instrument, and to hold and administer the same under the provisions hereof; to terminate at any time any trust created hereunder which has an aggregate principal value of less than Fifty Thousand Dollars (\$50,000) or which in the opinion of the fiduciary is economically unfeasible to continue, and upon such termination, to pay over the trust estate in equal shares outright to the beneficiaries then entitled to or permitted to receive the income thereof; to make, sign, acknowledge and deliver any and all documents in writing to carry out the provisions of this instrument; to employ attorneys, accountants, brokers, custodians, investment managers, and such other agents as the fiduciary shall deem necessary or desirable; to appoint an investment manager or managers to manage all or any part of the assets of any trust, including the power to acquire and dispose of such assets, and to delegate investment discretion to such manager or managers; to pay the compensation and other expenses of such attorneys, accountants, brokers, custodians, investment managers (provided a reasonable reduction in any fiduciary's fee is made to take into account the compensation paid any investment manager), and other agents; to purchase insurance of such kinds and such amounts and against such hazards as is necessary for the preservation and protection of any assets; to make any division or distribution in cash or in kind, or partly in each without regard to the income tax basis of specific property allocated to any beneficiary; to sell any property in order to make allocation or distribution; to cause any share to be composed of cash, property or undivided fractional shares in property different in kind from any other share; to pay any expenses, costs, fees (including the fiduciary's own fees), taxes, penalties or other charges incurred in administration, and to charge the same against principal or income or partly against the principal and partly against the income of the whole or any part of any trust (except this shall not be applied to allocate normal principal charges against the income of a trust which qualifies for the federal estate tax marital deduction (or which would qualify if the QTIP election is made)); to continue to exercise all powers given hereunder after the occurrence of an event requiring termination of any trust hereunder for such period as is necessary for the fiduciary to wind up the affairs of the trust and to make distribution therefrom; and to take any other action which in the discretion of the fiduciary is necessary or desirable for the proper and advantageous control, management and investment or reinvestment of any trust estate to the same extent and with the same effect as might legally be done by an individual in absolute ownership and control of such property. No person dealing with any fiduciary hereunder shall be obliged to inquire into the validity of any action taken by such fiduciary or be bound to see to the application of any money or other property paid, transferred or delivered to such fiduciary; and

P. Pledging Assets. To pledge any asset of any trust as security for any loan or obligation of mine while I am living (although the fiduciary shall not, unless otherwise directed by me, be entitled to the proceeds of any such loan or other obligation); to guarantee any loan or other obligation of mine; to execute such documents and take such other action as is appropriate to perfect the security interest in any assets of any trust which are security for any indebtedness of mine or for the guarantee by the fiduciary of any indebtedness of mine.



Notwithstanding any statute or rule of law to the contrary, no Trustee shall be required to qualify or to file inventories or accountings in any probate or other court.

**ARTICLE XIV**  
**Successor Trustees**

Notwithstanding any provision of this instrument to the contrary:

- A. In the event of:
1. Settlor's death;
  2. Settlor's resignation;
  3. The adjudication of Settlor to be incompetent; or
  4. Settlor's inability to serve as Trustee hereunder;

BANK OF AMERICA NT & SA, shall serve as sole successor Trustee. Any Trustee's inability to serve shall be determined by such person's personal physician.

B. Any successor Trustee serving hereunder may resign at any time by delivering not less than thirty (30) days' written notice to Settlor, during his lifetime, and after Settlor's death, to a majority of the adult and otherwise legally competent beneficiaries and the Guardians, if any, or parents (in the case of minors having no Guardians) of any beneficiaries under a disability, to whom income of the trust may then be payable. After Settlor's death, a majority of such beneficiaries, Guardians and parents, may remove any successor Corporate Trustee at any time serving hereunder by instrument in writing delivered to such Trustee not less than thirty (30) days prior to the effective date of such removal. The beneficiaries, Guardians and parents, to whom such notice of resignation (other than from Settlor) shall be given or who shall exercise such power of removal, may, without liability to any present or future beneficiary, approve the accounts of, and give a full and complete release and discharge to, any such resigned or removed Trustee and shall appoint any bank or trust company which has not less than three (3) full time trust officers and which is administering (or has control of, or is affiliated with, any corporation administering) trust assets valued at no less than \$50,000,000, wherever situated, as successor Trustee hereunder.

C. No successor Trustee shall be liable or responsible for any act or default of any predecessor Trustee or for any loss or expense resulting from or occasioned by anything done or neglected to be done in the administration of the trust estate prior to its becoming a Trustee, nor shall it be required to inquire into or take any notice of the prior





IN WITNESS WHEREOF, this Agreement has been signed, as of the day and year first above written, by THOMAS F. SOTHAM, as Settlor and Trustee.

Thomas F. Sotham  
THOMAS F. SOTHAM  
SETTLOR AND TRUSTEE

STATE OF NEVADA        )  
  ) ss.  
COUNTY OF WASHOE    )

On the 22 day of December, 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared THOMAS F. SOTHAM, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Laura A. Carlson  
Notary Public

My appointment expires:

AUG. 21, 2000

