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OFFICIAL RECORDS

Requested By:  
**BRAD ANDERSON**

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 13 Fee: \$ 26.00

Bk: 0814 Pg: 2914



Deputy ar

Assessor's Parcel Number: \_\_\_\_\_

Recording Requested By:

✓ Name: Brad Anderson

Address: 1007 Fairway Drive

City/State/Zip Gardnerville, NV 89460

Real Property Transfer Tax:

No SSN contained

[Signature]

\$ \_\_\_\_\_

Anderson Trust

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

## ANDERSON TRUST

THIS REVOCABLE LIVING TRUST, (hereinafter "Trust"), is being made this 13<sup>th</sup> day of August, 2014, by and between BRADLEY STEVEN ANDERSON of Gardnerville, Douglas County, Nevada, as the Trustor, and BRADLEY STEVEN ANDERSON serving as Trustee. This Trust shall be known as the ANDERSON TRUST, and shall be administered in accordance with the following terms:

### ARTICLE I INTRODUCTION

(A) **TRUST PURPOSE:** Any person shall deal with the Trustee without the approval of any court, the Trustor, or any beneficiary of any Trust created by this Trust, and shall assume that the Trustee has the same power and authority to act as an individual does in the management of his or her own affairs. Further, any person presented with a copy of this page and any other page of the Trust shall accept same as conclusive proof of the terms and authority granted by this Trust, and shall assume that no conflicting directions or terms are contained in the pages omitted.

(B) **TRUST ASSETS:** BRADLEY STEVEN ANDERSON, as Trustor, does hereby assign, convey and deliver to the Trustee, all of the Trustor's right, title, and interest in and to the personal property set forth on Schedule A as it presently exists or may be amended from time to time. Said property shall hereinafter be referred to as "Trust Property" or the "Trust Estate." A voluntary conveyance by the Trustor of a Trust asset, shall convey any interest held by this Trust so long as said conveyance does not violate any local, state or federal firearms law, including, but not limited to, **the National Firearms Act, 26 U.S.C.A. §§ 5801 et seq. ("NFA"), the Gun Control Act of 1968, the Firearms Owners' Protection Act of 1986, and the requirements established by the Bureau of Alcohol, Tobacco, Firearms, and Explosives ("BATFE").**

(C) **ABSTRACT OF TRUST:** In order to facilitate the convenient administration of the Trust, including the registration and transfer of assets to and from the Trust, the Trustee shall have the power to execute an Abstract of Trust describing any Trust matter, including but not limited to a description of the Trust terms, the administrative powers of the Trustee and the identity of any current Trustee. Any person who receives an original or photocopy of said Abstract of Trust shall be entitled to rely on same, and shall not be obligated to inquire into the terms of the Trust or maintain a copy of the Trust.

(D) **SUGGESTED TRUST REGISTRATION:** During the life of the Trustor, as long as he is acting as Trustee hereunder, assets may be registered to the Trust as follows: BRADLEY STEVEN ANDERSON, Trustee, under the ANDERSON TRUST dated the 13<sup>th</sup> day of August, 2014, and any amendments thereto.

Other forms of registration are permissible.

(E) **TAX IDENTIFICATION:** During the life of the Trustor, the Trust shall be identified by the Trustor's Social Security Number. Upon the death of the Trustor, the Trustee shall apply to the IRS for a tax identification number for the Trust.

### ARTICLE II ADMINISTRATION DURING THE LIFE OF THE TRUSTOR

(A) **TRUSTEE:** The Trustee of this Trust shall be the Trustor, BRADLEY STEVEN ANDERSON. If the Trustee cannot continue to serve for any reason, the Successor Trustee shall be LARRY STEVEN ANDERSON. The powers of the Trustee and the Successor Trustee are set forth in Article VI, below. All Trustees must ensure that they are legally entitled to possess NFA restricted firearms and items, be at least 18 years of age and not convicted of a felony or disqualifying misdemeanor. Moreover, the Trustee must ensure the Trust property is held in compliance with any and all local, state and federal firearms

laws, including BATFE rules and regulations.

(B) **BENEFICIARIES:** The primary beneficiaries of this Trust, together with their Dates of Birth, are as follows:

<u>NAME:</u>	<u>DATE OF BIRTH:</u>
LARRY STEVEN ANDERSON	November 10, 1954
LA VON GUTIERREZ	August 4, 1957
RACHEL ANGELINE RICHERSON	October 9, 1982
JESSICA CECLIA ANDERSON	April 28, 1984
KALLIEAH JADEN RICHERSON	December 6, 2001
ASHLEIGH KAYLAN QUEEN	January 13, 1995

(C) **DISPOSITION OF INCOME AND ASSETS:**

(1) **AT THE DIRECTION OF THE TRUSTOR**

The Trustee shall manage the property of the Trust estate, collect income, and shall pay from the income of the Trust such amounts and to such persons as the Trustor may from time to time direct. In the absence of direction, the Trustee may accumulate the net income or may disburse any portion of the net income to or for the benefit of the Trustor, BRADLEY STEVEN ANDERSON. The Trustee is under the obligation to ensure that any disbursement does not violate any local, state, or federal firearms laws, including BATFE rule and regulations. The Trustor, while alive, has the sole and exclusive right to sell, transfer, or otherwise remove any assets in the Trust.

(D) **RIGHT TO ADD TO ASSETS**

The Trustor, BRADLEY STEVEN ANDERSON, or any other person may, at any time and from time to time add property acceptable to the Trustee to the Trust. However, the Trustor (or Trustor acting as Trustee) is solely permitted to remove or transfer any property out of the Trust.

(E) **RIGHT TO REVOKE AND AMEND**

The Trustor, BRADLEY STEVEN ANDERSON, reserves the right while alive, except during any period when incapacitated, at any time and from time to time, by an instrument in writing, signed, acknowledged, and delivered to the Trustee:

- (1) To revoke this instrument entirely and to receive from the Trustee all property remaining after making payment or provision for payment of all expenses connected with the administration of this Trust,
- (2) From time to time to alter or amend this instrument in any and every particular,
- (3) From time to time to change the identity or number, or both, of the Trustee and/or Successor Trustee, so long as said change is in compliance with all local, state and federal firearms laws, and all Trustees are of legal age and ability to possess NFA firearms,
- (4) From time to time to withdraw from the operation of this Trust any or all of the Trust property,
- (5) Any revocation of this instrument or withdrawal of Trust property is conditioned upon a legal, proper, and viable transfer of the Trust property occurring **first**, in compliance with all applicable local, state and federal firearms laws and BATFE transfer requirements. Until such transfer(s) is/are fully completed, no revocation or withdrawal of Trust property may occur.

**ARTICLE III  
ADMINISTRATION AFTER THE DEATH OF THE TRUSTOR**

(A) **TRUSTEE:** The Trustee (also meaning the Successor Trustee then acting as Trustee), shall continue to administer the assets of this Trust upon the death or incapacity of the Trustor, and shall distribute said assets as provided below.

(B) **DEBTS AND EXPENSES:** The Successor Trustee may, in the Successor Trustee's sole and absolute discretion, pay to the estate of the Trustor from the income only of the Trust (but not the Trust property) prior to distribution as required hereunder or as determined by the Successor Trustee to be necessary.

(C) **DISTRIBUTIONS TO THE TRUSTOR'S ESTATE:** The Successor Trustee shall ensure that no transfer, distribution, or sale of any Trust property, including items listed in Schedule A, results in a violation of any applicable local, state or federal firearms law and will comply with BATFE rules and regulations.

(D) **SPECIFIC GIFTS OF TANGIBLE PERSONAL PROPERTY:** Upon the death of the Trustor, the Successor Trustee shall make such gifts of the tangible personal property of the Trustor held or acquired by the Trust as may be directed by the Trustor's Will, or as may be directed by a list, letter, or other writing of the Trustor permitted by the Will, or as may be directed by a list, letter or other writing. The cost of storing, packing, shipping and insuring any tangible personal property gift prior to delivery to its intended recipient shall be paid by the Trust. The Trustor shall also ensure that any transfer, distribution, or sale of any of the Trust property, as set forth in Schedule A will not result in a violation of any local, state or federal firearms law and is approved by the BATFE prior to commencing the transfer, distribution, or sale of Trust Property. If any beneficiaries cannot legally own or possess the Trust property, the Trustee may sell the Trust property (in compliance with local, state and federal firearms laws) and disburse the funds in lieu of Trust Property to the beneficiary who may not legally possess said Trust Property.

**ARTICLE IV  
DEATH OF THE TRUSTOR**

(A) **DISTRIBUTIONS AND DISBURSEMENTS:** Upon the death of the Trustor, the following distributions shall be made after the BATFE approves of the transfer/disbursement of the Trust property when necessary:

All Trust property, including items listed in Schedule A of this Trust shall be distributed to the beneficiaries as established in Article II(B), unless otherwise indicated in Article III or the Trustor's will. If the Trust property cannot be legally distributed to a beneficiary (or otherwise at the discretion of the Trustee) then the Trustee may sell the Trust property and disburse the funds to the beneficiary in lieu of receiving Trust Property.

(B) **DEATH OF BENEFICIARY BEFORE COMPLETE DISTRIBUTION OF TRUST ASSETS:** In the event the Beneficiary dies before a complete distribution of his Trust is made, then their share shall go to:

The deceased beneficiary's heirs in accordance with the provisions of this Trust. No distribution shall be made if possession and/or ownership of the Trust property would violate local, state or federal firearms laws. In that event, the Trustee may sell the Trust property and disburse the funds to the heir(s) on a per stirpes basis in lieu of receiving Trust Property.

(C) **PERPETUITIES CLAUSE:** Notwithstanding any provision of this Trust to the contrary, it shall vest

then to the beneficiary or beneficiaries twenty-one years after the death of the last of the issue of the Trustor who was alive when the Trustor died.

**(D) CONDITIONS ON DISTRIBUTIONS AND DISBURSEMENTS:** If any of the Trust property listed includes a firearm or firearm related item, any distribution or disbursement made under this Trust must be in accordance with all applicable local, state and federal firearms laws. If any beneficiary, heir, recipient, buyer, or transferee of any of the Trust property resides in a state wherein such possession would be unlawful, such transfer, sale, distribution, or disbursement is null and void and of no legal effect. The Trustee must ensure that any such transfer, sale, distribution, or disbursement of Trust property complies with the laws of the state and locale wherein the recipient resides prior to any distribution and disbursement, and that the recipient is of legal age to possess and/or own the Trust property. The Trustee has power under this Trust to lawfully sell the Trust property, including items in Schedule A, if the beneficiaries cannot legally own or possess the Trust property and thereafter pay the proceeds of the sale to the beneficiaries in lieu of the Trust Property. In any event, the Trustee must ensure compliance with BATFE transfer requirements prior to any sale or transfer of the Trust Property.

**ARTICLE V  
INCAPACITY AND REHABILITATION**

Throughout this Trust Agreement, where there have been references to "incapacity" and "rehabilitation", those two terms shall have the following meanings:

**(A) "INCAPACITATED"**

If BRADLEY STEVEN ANDERSON, as a Trustee, is under a legal disability or by reason of illness, or mental or physical disability is, in the written opinion of two doctors currently practicing medicine, unable to properly manage his or her affairs, he or she shall be deemed incapacitated for the purposes of this Trust Agreement.

**(B) "REHABILITATION"**

BRADLEY STEVEN ANDERSON, as a Trustee, once deemed incapacitated under Paragraph (A) of this Article, shall be deemed rehabilitated when he or she is no longer under a legal disability or when, in the written opinion of two doctors currently practicing medicine, he or she is able to properly manage his or her affairs. Upon rehabilitation, he or she shall resume the duties and powers he or she had prior to incapacity and his or her successors shall relinquish all powers and be relieved of all duties.

**ARTICLE VI  
PROVISIONS REGARDING THE TRUSTEE**

The following general provisions apply to the Trustee, any Co-Trustee and any Successor Trustee of the Trust:

**(A) GENERAL PROVISIONS:**

**(1) TRUSTEE'S POWER:** It is the intention of the Trustor to grant to the Trustee and Successor Trustee the power to deal with all of the Trust property as freely as the Trustor could do individually, and the only requirement that the Trustor places upon the Trustee is that the Trustee act as a fiduciary in good faith. The Trustee shall have all the powers and protection granted to Trustees by statute at the time of application, including all of the powers enumerated below or contained in any Certificate of Trust signed by the Trustor; and the Trustor intends that such powers be construed in the broadest possible manner.

Notwithstanding the foregoing, the Trustee shall not hold or exercise any power or any discretion granted by Article VII which creates unexpected or adverse tax consequences to the Trustor's estate, any Trust  
*Anderson Trust (NFA/Firearms Trust)*



created by this agreement, or any beneficiary, or which causes taxation to the Trustee or the estate by virtue of the existence of the power, or violates or would cause to violate any local, state or federal firearms law regarding the possession, ownership, or transfer of any firearm or firearm related Trust property. The Trustee's powers are ministerial in nature and are not intended to create or alter substantive rights. The limitations of this paragraph shall not affect the rights of any third person who deals with the Trustee. The Trustee or Successor Trustee shall have the power to use, retain and possess the Trust property.

**(B) SPECIFIC POWERS OF THE TRUSTEE:**

(1) **RETAIN TRUST ESTATE:** To retain, use or possess, without liability for loss or depreciation resulting from such retention, use or possession, the original assets and all other property later transferred, devised or bequeathed to the Trust for such time as the Trustee shall deem advisable although such property may not be of the character prescribed by law or by the terms of this agreement for the investment of Trust assets and although it represents a large percentage of all of any Trust; said original property may accordingly be held as a permanent investment. Retention and/or possession of the Trust property must be in accordance with any and all local, state and federal firearms laws.

(2) **HOLD UNINVESTED CASH AND UNDERPRODUCTIVE PROPERTY:** For any periods deemed advisable, to hold cash, uninvested, even though the total amount so held is disproportionate under trust investment law or would not be permitted without this provision, and to retain or acquire and hold underproductive realty or personalty.

(3) **INVEST AND ACQUIRE:** To invest and reinvest Trust assets in any type of property or security or any interests in such property (including cotenancies and remainders) without regard to the proportion that investments of the type selected may bear to the entire Trust estate, without limitation to the classes of trust investments authorized by law. The property acquired may be realty or personalty and may include life insurance, bonds, debentures, leaseholds, options, easements, mortgages, notes, mutual funds, investment trusts, common trust funds, voting trust certificates, limited partnership interests, U.S. Treasury obligations redeemable at par in payment of Federal Estate Tax, and any class of stock or rights to subscribe for stock, regardless of whether the yield rate is high or low or whether or not the new asset produces any income at all. It is intended that the Trustee shall have the authority to act in any manner deemed in the best interests of the Trust involved, regarding it as a whole, even though certain investments considered alone might not otherwise be proper. The Power of the Trustee is limited to assure compliance with local, state and federal firearms laws with regards to any firearm or firearm related Trust property.

(4) **RECEIVE ADDITIONAL PROPERTY:** To receive additional property from any source, including the Personal Representative of a Trustor's estate and the Trustee or beneficiary of any other trust, by whomsoever created, and to hold and administer this property as part of the Trust Estate.

(5) **SELL:** To sell, convey, grant options to purchase, transfer, exchange or otherwise dispose of any Trust asset on any terms deemed advisable, to execute and deliver deeds, bills of sale, and other instruments of whatever character, and to take or cause to be taken all action deemed necessary or proper. This power is only to be exercised where the applicable local, state and federal firearms laws permit such actions and in conformance therewith.

(6) **INSURANCE:** To carry any insurance deemed advisable with any insurer against any hazards, including public liability, and to use insurance proceeds to repair or replace the asset insured. In addition, the Trustee may carry or purchase life insurance on the life of any Trust beneficiary, and exercise or release any rights in such policy.

(7) **BORROW:** To borrow whatever money the Trustee deems desirable on any terms from any lender, including the personal representative of Trustor's estate, and the Trustee or beneficiary of any other trust, by whomsoever created, and to mortgage, pledge or otherwise encumber as security any assets of the borrowing Trust (with the exception of any firearms or firearm related Trust property, if prohibited  
*Anderson Trust (NFA/Firearms Trust)*

by local, state or federal law).

(8) **TERM OR DURATION OF OBLIGATION:** Incident to the exercise of any power, to initiate or change the terms of collection or of payment of any debt, security, or other obligation of or due to any Trust, upon any terms and for any period, including a period beyond the duration or the termination of any or all Trusts.

(9) **COMPROMISE OR ABANDONMENT OF CLAIMS:** Upon whatever terms the Trustee deems advisable, to compromise, adjust, arbitrate, sue on, defend, or otherwise deal with any claims, including tax claims, against or in favor of any Trust, to abandon any asset the Trustee deems of no value or of insufficient value to warrant keeping or protecting; to refrain from paying taxes, assessments, or rents, and from repairing or maintaining any asset; and to permit any asset to be lost by tax sale or other proceeding.

(10) **DISTRIBUTION IN CASH OR IN PROPERTY:** To distribute any shares in cash or in property, or partly in each, and the Trustee's valuations of and selection of assets upon making distribution shall, if made in good faith, be final and binding on all beneficiaries. Any distribution of Trust property must be made in compliance with local, state, and federal firearms laws.

(11) **BID ON OR TAKE OVER WITHOUT FORECLOSURE:** To foreclose any mortgage, to bid on the mortgaged property at the foreclosure sale or acquire it from the mortgagor without foreclosure, and to retain it or dispose of it upon any terms deemed advisable.

(12) **PAY OFF ENCUMBRANCES:** To pay off any encumbrance on any Trust asset and to invest additional amounts to preserve it or to increase its productivity.

(13) **VOTE STOCK:** To vote stock for any purpose in person or by proxy, to enter into a voting trust, and to participate in corporate activities related to a trust in any capacity permitted by law, including service as officer or director.

(14) **PARTICIPATE IN REORGANIZATION:** To unite with other owners of property similar to any held in Trust in carrying out foreclosure, lease, sale, incorporation, dissolution, liquidation, reincorporation, reorganization, or readjustment of the capital or financial structure of any association or corporation in which any Trust has a financial interest, to serve as a member of any protective committee, to deposit Trust securities in accordance with any plan agreed upon; to pay any assessments, expenses, or other sums deemed expedient for the protection or furtherance of the interests of the beneficiaries; and to receive and retain as Trust investments any new securities issued pursuant to the plan, even though these securities would not constitute authorized Trust investments without this provision.

(15) **EMPLOYMENT OF ASSISTANTS AND AGENTS:** To any extent reasonably necessary, to employ attorneys-at-law, accountants, financial planners, brokers, investment advisors, realtors, managers for businesses or farms, technical consultants, attorneys-in-fact, agents and any other consultants and assistants the Trustee deems advisable for the proper administration of any Trust.

(16) **ESTABLISHMENT AND MAINTENANCE OF RESERVES:** Out of the rents, profits, or other gross income received, to set aside and maintain reserves to the extent deemed advisable to meet present or future expenses, including taxes, assessments, insurance premiums, debt amortization, repairs, improvements, depreciation, obsolescence, general maintenance and reasonable compensation for services, including services of professional and other employees, as well as to provide for the effects of fluctuations in gross income and to equal or apportion payments for the benefit of beneficiaries entitled to receive income.

(C) **DEALINGS WITH THE TRUSTEE:** Any person who deals in good faith with the Trustee shall deal only with the Trustee and shall presume that the Trustee has full power and authority to act. No person shall require court confirmation or the approval of a beneficiary for any transaction with the Trustee. The signature of the Trustee shall bind the interest of any Trust beneficiary, including the *Anderson Trust (NFA/Firearms Trust)*

Trustor, and no person need see the application of any property delivered to the Trustee.

**(D) COMPENSATION OF TRUSTEE:** Any Trustee or Successor Trustee shall serve without compensation for his or her services except that the Trustee shall be reimbursed for reasonable expenses incurred in the administration of the Trust.

**(E) BOND AND QUALIFICATIONS:** No bond shall be required of the Trustee or any Successor Trustee. The Trustee and any Successor Trustee shall not be required to qualify in any court and are relieved of the filing of any document and accounting in any court.

**(F) SUCCESSOR TRUSTEE(S):** No Successor Trustee shall be responsible for acts of any prior Trustee. In the event a Trustee of any Trust is unable to serve or continue to serve as Trustee for any reason and no successor has been provided, the Successor Trustee shall be elected in writing by any of the persons who have previously served as Trustee, with preference in the making of such appointment being determined in the same order of their succession as Trustee. If no appointment exists, the Successor Trustee shall be elected in writing by the majority in interest in the income of the Trust. No person shall be required to apply to any court in any jurisdiction for confirmation of said appointment. Any Successor Trustee so elected shall either be an issue of the Trustor or shall be a corporate Trustee qualified to exercise Trust powers. All Successor Trustees must ensure that they are legally entitled to possess NFA restricted firearms and items, be at least 21 years of age and not convicted of a felony or disqualifying misdemeanor or they cannot accept appointment as Successor Trustee. Moreover, the Successor Trustee must ensure the Trust property is held in compliance with any and all local, state and federal firearms laws, including BATFE rules and regulations.

**(G) REMOVAL OF SUCCESSOR TRUSTEES:** In the event a Successor Trustee is administering any Trust created hereunder, the Successor Trustee may be removed by the last individual to serve as Trustee; however, if that person is deceased or incapacitated, the Successor Trustee may be removed by a majority vote in interest in Trust income. Said removal must be in writing, stating the reasons for removal and indicate the successor Trustee, which must be a corporate trustee.

Removal of a Successor Trustee shall be permitted only for the convenient administration of the Trust. For example, a Successor Trustee may be removed in order to transfer administration because of mismanagement of Trust funds, or because of lack of attention to Trust matters, or other such reason. Removal shall not be permitted for the purpose of influencing the exercise of discretion of a Successor Trustee, which is granted by this instrument. For example, removal of a Successor Trustee that refuses to make a discretionary invasion of principal shall not be allowed.

Removal of a Successor Trustee shall be effective upon delivery of the notice of removal and the removed Trustee shall have a reasonable period of time to deliver assets to its successor. The delivery of Trust assets/property must be conducted in accordance with any and all local, state and federal firearms laws and BATFE rules and regulations. In the event the successor Trustee believes that its removal is improper, it may, but shall not be required to, apply to a court of competent jurisdiction, at its expense, for a declaration of the propriety of the removal. In that event, the removal shall be effective only upon the order of said court and after any appeal. In the event the Successor Trustee prevails it shall be entitled to reimbursement from the Trust for its reasonable costs and attorneys' fees.

**(H) LIMITED POWER TO AMEND:** The Trustee may amend this Trust to create or renounce management powers as may be required to facilitate the convenient administration of this Trust, deal with the unexpected or the unforeseen, or avoid unintended or adverse tax consequences, or any violations of applicable local, state and federal firearms laws. The Trustee's limited power to amend permits the ability to act in order to ensure that any disbursement, sale, or transfer of any Trust property, including items listed in Schedule A, is not a violation of any applicable local, state or federal firearms laws. The amendment shall be in writing and shall be consented to by the Trustor, if not then deceased or incapacitated, or the beneficiaries of the Trust. The amendment may be retroactive. This limited power may only be exercised to provide for the convenient administration of any Trust and satisfaction of all applicable local, state and federal firearms laws; and shall not affect the rights of any beneficiary to enjoy *Anderson Trust (NFA/Firearms Trust)*



Trust income or principal without his consent, shall not alter the dispositive provisions of any Trust, and shall not be exercisable in such a manner as to create gift, estate, or income taxation to the Trustee or any beneficiary. No amendment shall affect the rights of third persons who have dealt or may deal with the Trustee without their consent.

**ARTICLE VII  
ADMINISTRATIVE PROVISIONS**

**(A) ALLOCATION TO PRINCIPAL AND INCOME:** All receipts of money or property paid or delivered to the Trustee and all expenses may be allocated to principal or income in accordance with the laws of the State of Nevada or any other state in which a Trust is being administered, provided that possession of the Trust property does not violate any local, state or federal firearms laws. However, the Trustee, in a reasonable and equitable manner, shall have the discretion to allocate, in whole or in part:

1. Administration expenses to income or principal.
2. To income, any expense of the administration of the Trust or its assets, which is deductible for Federal Income Tax purposes.
3. To income and capital gains distributions from utility shares, on mutual funds, or tax managed funds; and
4. To income or principal, distributions from qualified or non-qualified pension plans, profit sharing plans, IRA accounts or deferred compensation arrangements.

**(B) PROHIBITION OF ALIENATION:** No income or principal beneficiary of any Trust (except the Trustor) shall have any right or power to anticipate, pledge, assign, sell, transfer, alienate or encumber his or her interest in the Trust, in any way. No interest in any Trust shall, in any manner, be liable for or subject to the debts, liabilities or obligations of such beneficiary or claims of any sort against such beneficiary.

**(C) SMALL TRUST TERMINATION:** If, at any time, the Trust shall be in the aggregate principal value of Ten Thousand Dollars (\$10,000.00) or less, the Trustor may, in his or her sole discretion, terminate such Trust and distribute the assets to the beneficiary, or beneficiaries, the share of each being in the same proportion as he or she is a beneficiary under the terms of the Trust. Any termination and distribution under this provision requires that the Trustor must ensure that said distribution(s) or transfers of Trust property are valid and in compliance with all applicable local, state and federal firearms laws, and any potential distribution or transfer in violation of said laws is null and void and without legal effect. In the event a beneficiary may not receive a Trust asset due to any local, state or federal law, the Trustor shall liquidate the asset in compliance with the applicable laws and distribute the proceeds of said sale to the beneficiary.

**(D) DISCLAIMER:** Any beneficiary of the Trust shall have the right to disclaim his or her interest in said Trust. Said disclaimer may be effected in compliance with the requirements of the laws of any jurisdiction in which any Trust may be administered. Alternatively, the Trustee may act upon any written disclaimer of any interest, in whole or in part, in any Trust. In the event any beneficiary is incapacitated, the Trustee may accept the disclaimer of a legal or natural guardian of said beneficiary.

**ARTICLE VIII  
MISCELLANEOUS PROVISIONS**

**(A) SURVIVORSHIP**

This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

**(B) NEVADA LAW GOVERNS**

This Agreement shall be construed and regulated in all respects by the laws of the State of Nevada. In the event any Trust or asset is being administered in another state, this Trust may be regulated by the laws of such state if required to avoid excessive administrative expense, or to uphold the validity of any of the terms of this Trust. Any distribution, sale, or transfer of Trust property must also comply with any applicable local, state or federal firearms laws, including BATFE requirements.

**(C) TRUSTEE AND TRUST**

The term "Trustee" refers to the single, multiple and Successor Trustee, who at any time may be appointed and acting in a fiduciary capacity under the terms of this agreement.

**(D) GENDER- SINGULAR AND PLURAL**

Where appropriate, words of the masculine gender include the feminine and neuter; words of the feminine gender include the masculine and neuter; and words of the neuter gender include the masculine and feminine. Where appropriate, words used in the plural or collective sense include the singular and vice-versa.

**(E) IRC**

The term "IRC" refers to the Internal Revenue Code and its valid regulations.

**(F) SERVE OR CONTINUE TO SERVE**

A person cannot "serve or continue to serve" in a particular capacity if they are incapacitated, deceased, have resigned, are removed by a court of competent jurisdiction, or not qualified under any local, state or federal firearms laws.

**(G) ISSUE**

The term "issue", unless otherwise designated herein, shall include adopted "issue" of descendants and lineal descendants, both natural and legally adopted indefinitely. Such term shall specifically exclude individuals adopted out of the family of the Trustor or out of the family of a descendant of the Trustor. The word "living" shall include unborn persons in the period of gestation.

**(H) NOTICE**

No person shall have notice of any event or document until receipt of written notice. Absent written notice to the contrary, all persons shall rely upon the information in their possession, no matter how old, without recertification, verification, or further inquiry.

**(I) MERGER**

The doctrine of merger shall not apply to any interests under any Trust.

**(J) COMPLIANCE WITH LOCAL, STATE AND FEDERAL FIREARMS LAWS**

Any and all distributions, sales, transfers, assignments, or possession of the Trust property, including the items listed in Schedule A, must be conducted in accordance with any and all applicable local, state and federal firearms laws, including but not limited to **the National Firearms Act, 26 U.S.C.A. §§ 5801 et seq. ("NFA"), the Gun Control Act of 1968, the Firearms Owners' Protection Act of 1986, and the requirements established by the Bureau of Alcohol, Tobacco, Firearms, and Explosives ("BATFE")**, in existence at the time of execution of this Trust or  
*Anderson Trust (NFA/Firearms Trust)*

as modified, amended, or superseded during the existence of the Trust. The Trust property and any items in Schedule A cannot be transported, sold, transferred, distributed or assigned to anyone outside of the state of Nevada without compliance with Nevada law, any other state's laws, and federal firearms laws. Failure to do so could result in civil and/or criminal penalties, as well as the forfeiture or loss of the Trust property. The Trustee (and any Co-Trustee or Successor Trustee) is under a duty to comply with all state and federal firearms laws pertaining to the ownership, possession, transfer, sale, assignment, or distribution of the Trust property, including any items in Schedule A.

**(K) REPRESENTATION**

In any Trust matter a beneficiary whose interest is subject to a condition (such as survivorship) shall represent the interests in the Trust of those who would take in default of said condition. The members of a class shall represent the interests of those who may join the class in the future (e.g. living issue representing unborn issue). The legal natural guardian of a person under a legal disability shall represent the interests of the disabled person.

**(L) COMBINATION OF TRUSTS**

In the event that a similar trust or trusts are to be combined with this Trust, this Trust and its provisions will be the surviving and governing trust.

**(M) TRANSPORTATION OF TRUST PROPERTY – RESTRICTIONS**

The Trust property may not be transferred, moved, transported, or otherwise carried outside of the state of Nevada without first seeking proper approval from the BATFE where required and complying with any other applicable local, state or federal firearms law.

**[CERTIFICATION AND SIGNATURE PAGE TO FOLLOW]**



**ANDERSON TRUST**

Schedule A

Assignment of Property

I, BRADLEY STEVEN ANDERSON, as Trustor of the ANDERSON TRUST, dated \_\_\_\_/\_\_\_\_/2014, hereby assign and transfer all of my rights, title and interest in the following property:

ONE DOLLAR (\$1.00)

To BRADLEY STEVEN ANDERSON, as Trustee of the ANDERSON TRUST

dated \_\_\_\_/\_\_\_\_/2014,

Executed at \_\_\_\_\_, on \_\_\_\_/\_\_\_\_/2014.  
(city) (county) (state)

\_\_\_\_\_  
BRADLEY STEVEN ANDERSON, Trustor and Trustee