

DOUGLAS COUNTY, NV

2016-884782

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07/22/2016 08:20 AM

ETRCO, LLC

KAREN ELLISON, RECORDER

APN# : 1318-16-810-050

ESCROW NO 81614-PAH

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 081614-PAH

When Recorded Mail To:

John Frankovich, Esq

McDonald Carano Wilson, LLP

PO BOX 2670

Reno, Nevada 89505

This document is being
recorded as an
accommodation only.

Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

(Per NRS 239B.030)

Signature



P HANSON

ESCROW OFFICER

CERTIFICATION OF TRUST IN LIEU OF TRUST INSTRUMENT

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

APN 1318-16-810-050

Recording Requested by and
When Recorded Mail To:

John Frankovich, Esq.
McDonald Carano Wilson, LLP
Post Office Box 2670
Reno, Nevada 89505
ESCROW 81614PAH

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

**CERTIFICATION OF TRUST IN LIEU
OF TRUST INSTRUMENT**

PATRICK JOSEPH GROVE DEMING, JOHN DAVID DEMING and JOHN J. FRANKOVICH aka JOHN FRANKOVICH certify and state that:

1. A trust entitled THE DEMING FAMILY TRUST was created and executed by DAVID BIGELOW DEMING and MARSHA LEE FRANKOVICH DEMING as trustors and trustees on October 14, 1986 and revised and restated in its entirety on April 23, 2004 (the "Trust").

2. MARSHA LEE FRANKOVICH DEMING died on December 11, 2010. A copy of her Certificate of Death is attached hereto as Exhibit "A".

3. DAVID BIGELOW DEMING died on November 27, 2014. A copy of his Certificate of Death is attached hereto as Exhibit "B".

4. The current acting successor Co-Trustees of the Trust are PATRICK JOSEPH GROVE DEMING, JOHN DAVID DEMING and JOHN FRANKOVICH.

5. The co-trustees are vested with the powers provided to trustees under Nevada law, in addition to other specific powers granted to the trustee pursuant to the terms of the Trust as more specifically set forth in Article XII therein. An excerpt of the Trust, Exhibit "C" attached here and made a part hereof, includes (i) the pages of the Trust that identifies the original Trustors and Trustees and successor Co-Trustees; (ii) the powers of the trustees; and (iii) the signature and notarial page thereto. The foregoing powers have been given to the trustees and successor co-trustees without the necessity of supervision of any court.

6. The taxpayer identification number for the Trust may be requested by contacting the attorneys for the Trust, McDonald Carano Wilson LLP, at P. O. Box 2670, Reno, Nevada, 89505.


7. This certification of trust in lieu of trust instruments is furnished pursuant to Nevada Revised Statutes 164.400 to 164.440, et. seq. Persons, corporations, and other entities dealing with the trustee are expressly exonerated for any duty to inquire into the authority or power of the trustee or to see to the application of money or property delivered to the trustee. The trustee is not authorized to furnish copies of the Trust to any persons except as permitted by such statutes referenced above and as required by order of a court having jurisdiction of the Trust or the trustee, or if required under any law or regulation having the effect of law, or upon the trustee's expressed written permission.

8. The Trust remains in full force and effect as of this date and has not been revoked, modified, or amended in any manner that would cause the foregoing certification to be incorrect.

9. The signatures set forth below are that of currently acting Co-Trustees of the Trust.

We declare under penalty of perjury that the foregoing statements are true and correct.

DATED: This 14 day of July, 2016.



PATRICK JOSEPH GROVE DEMING
Co-Trustee



JOHN DAVID DEMING, Co-Trustee



JOHN FRANKOVICH, Co-Trustee

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

On this 15th day of July, 2016, personally appeared before me, a notary public, JOHN FRANKOVICH, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the instrument in the capacity indicated at the signature point.

Kathleen L. Morris
Notary Public



Exhibit "A"

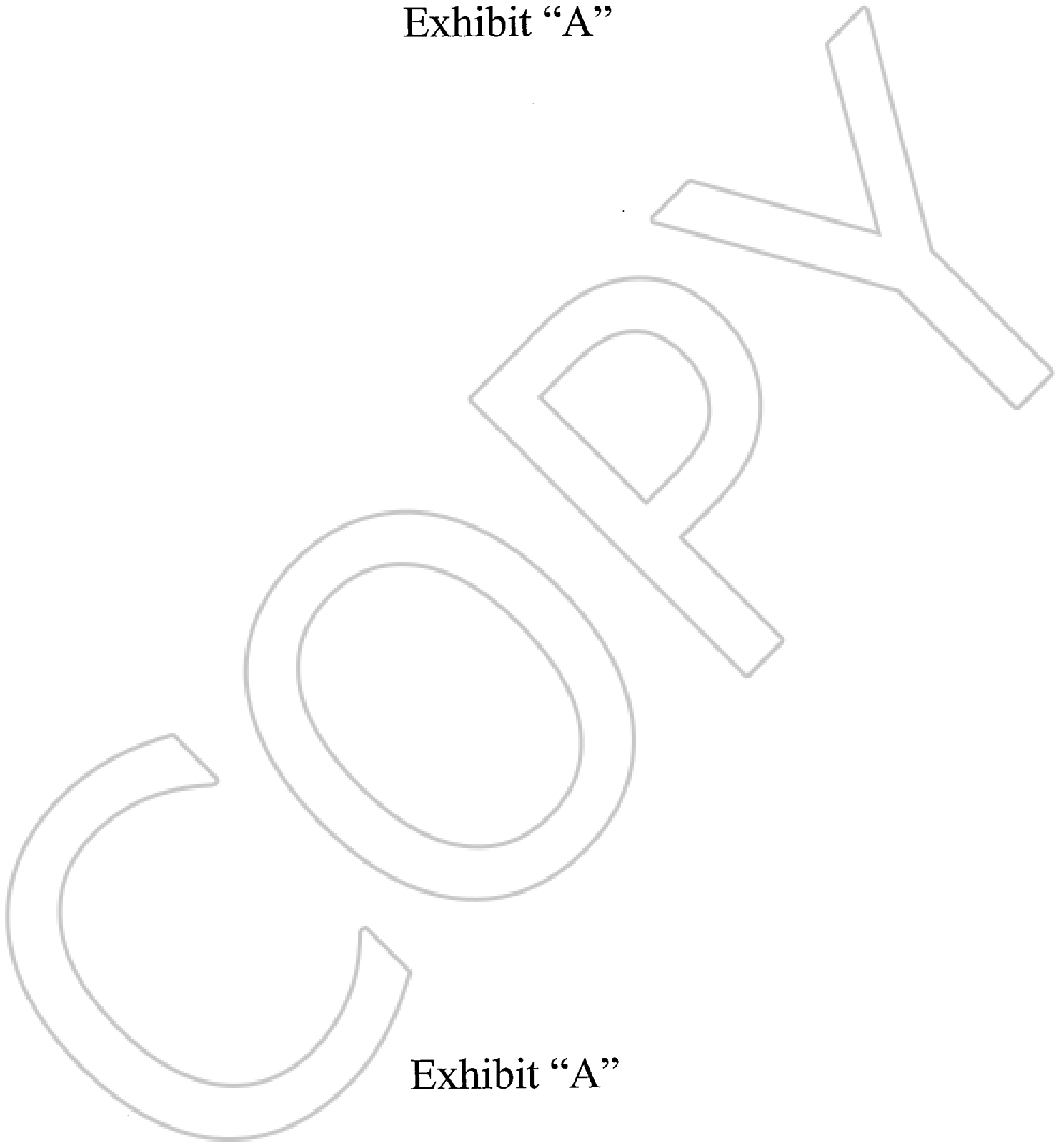


Exhibit "A"

CERTIFICATE OF VITAL RECORD

WASHOE COUNTY HEALTH DISTRICT
VITAL STATISTICS - RENO, NEVADA

CERTIFICATE OF DEATH

2010018839
STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK

DECEDENT

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

PARENTS

DISPOSITION

TRADE CALL

CERTIFIER

REGISTRAR

CAUSE OF DEATH

CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE - STATING THE UNDERLYING CAUSE LAST

Main form containing fields for: 1a. DECEASED NAME (Marsha Frankovich DEMING), 2. DATE OF DEATH (December 11, 2010), 3a. COUNTY OF DEATH (Washoe), 3b. CITY, TOWN, OR LOCATION OF DEATH (Reno), 3c. HOSPITAL OR OTHER INSTITUTION (50 N Sierra Street #1104), 4. SEX (Female), 5. RACE (White), 6. AGE (68), 7a. UNDER 1 YEAR (MOS), 7b. UNDER 1 DAY (HOURS), 7c. UNDER 1 DAY (MINS), 8. DATE OF BIRTH (August 02, 1942), 9a. STATE OF BIRTH (California), 9b. CITIZEN OF WHAT COUNTRY (United States), 10. EDUCATION (16), 11. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specified) (Married), 12. SURVIVING SPOUSE (David B DEMING), 13. SOCIAL SECURITY NUMBER (4558), 14a. USUAL OCCUPATION (Real Estate Realtor), 14b. KIND OF BUSINESS OR INDUSTRY (Real Estate), 15a. RESIDENCE - STATE (Nevada), 15b. COUNTY (Washoe), 15c. CITY, TOWN OR LOCATION (Reno), 15d. STREET AND NUMBER (50 N Sierra Street #1104), 15e. INSIDE CITY LIMITS (Yes), 16. FATHER - NAME (Lee FRANKOVICH), 17. MOTHER - NAME (Dorothy SHIPP), 18a. INFORMANT - NAME (David B DEMING), 18b. MAILING ADDRESS (550 W Plumb Lane Suite B Box 518 Reno, Nevada 89509), 19a. BURIAL, CREMATION, REMOVAL, OTHER (Specified) (Cremation), 19b. CEMETERY OR CREMATORY - NAME (Sierra Crematory), 19c. LOCATION (Reno Nevada 89501), 20a. FUNERAL DIRECTOR - SIGNATURE (JUDITH KIMPTON), 20b. FUNERAL DIRECTOR LICENSE (877), 20c. NAME AND ADDRESS OF FACILITY (Neptune Society of Reno, 390 E. Moana Ln. Suite D1 Reno, NV 89502), 21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated (KELLE BROGAN M.D.), 21b. DATE SIGNED (December 14, 2010), 21c. HOUR OF DEATH (17:00), 21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER, 22a. On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) stated, 22b. DATE SIGNED, 22c. HOUR OF DEATH, 22d. PRONOUNCED DEAD (Mo/Day/Yr), 22e. PRONOUNCED DEAD AT (Hour), 23a. NAME AND ADDRESS OF CERTIFIER (Kelle Brogan M.D., 429 Elm Street Reno, NV 89503), 23b. LICENSE NUMBER (6000), 24a. REGISTRAR (BRIDGES SANDI), 24b. DATE RECEIVED BY REGISTRAR (December 16, 2010), 24c. DEATH DUE TO COMMUNICABLE DISEASE (NO), 25. IMMEDIATE CAUSE (Metastatic Pancreatic Carcinoma), 26. AUTOPSY (No), 27. WAS CASE REFERRED TO CORONER (Yes), 28a. ACC., SUICIDE, HOM., UNDET. OR PENDING INVEST. (Specify), 28b. DATE OF INJURY, 28c. HOUR OF INJURY, 28d. DESCRIBE HOW INJURY OCCURRED, 28e. INJURY AT WORK (Specify Yes or No), 28f. PLACE OF INJURY (At home, farm, street, factory, office building, etc. (Specify)), 28g. LOCATION (STREET OR R.F.D. No., CITY OR TOWN, STATE)

STATE REGISTRAR



VRS-Rev. 20100219

001188774

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.

OCT 28 2014

DEPUTY REGISTRAR

Mary Clahoon

DATE ISSUED:

This copy not valid unless prepared on engraved border displaying date, seal and signature of Registrar.

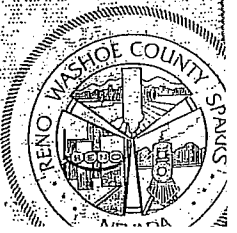
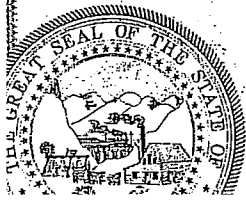


Exhibit "B"

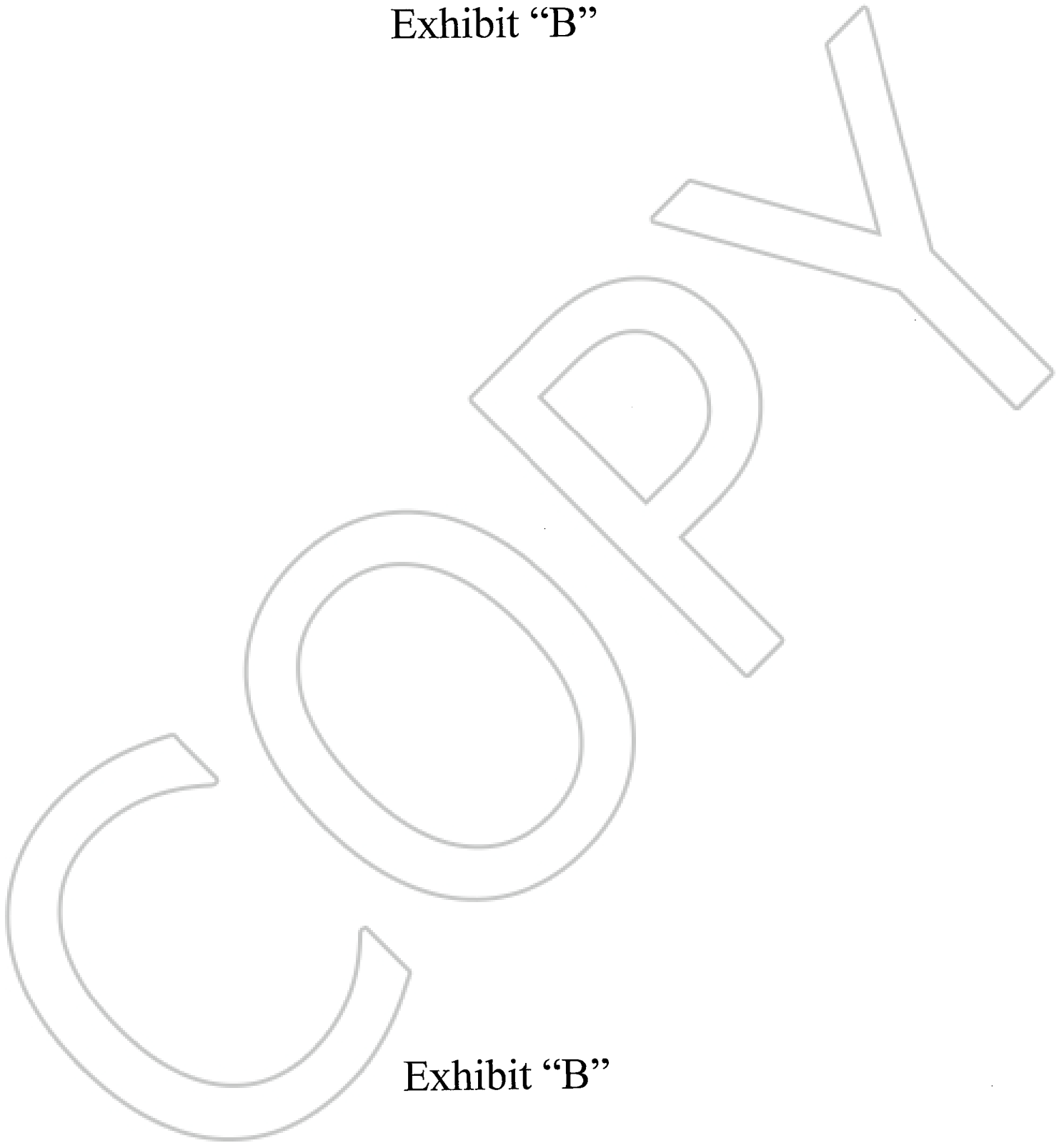


Exhibit "B"

STATE OF NEVADA
CERTIFICATION OF VITAL RECORD

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
VITAL STATISTICS

CERTIFICATE OF DEATH

2014019923

STATE FILE NUMBER

TYPE OR
PRINT IN
PERMANENT
BLACK INK

DECEDENT

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

PARENTS

DISPOSITION

TRADE CALL

CERTIFIER

REGISTRAR

CAUSE OF
DEATH

CONDITIONS IF
ANY WHICH
GAVE RISE TO
IMMEDIATE
CAUSE
STATING THE
UNDERLYING
CAUSE LAST

1a. DECEASED NAME (FIRST, MIDDLE, LAST, SUFFIX) David Bigelow DEMING		2. DATE OF DEATH (Mo/Day/Year) November 27, 2014		3a. COUNTY OF DEATH Washoe	
3b. CITY, TOWN, OR LOCATION OF DEATH Reno		3c. HOSPITAL OR OTHER INSTITUTION - Name (if not either, give street or 3e. If Hosp. or Inst. Indicate DOA OR Emor. Rm. (Inpatient) (Specify) 50 N. Sierra St #1104 Home		4. SEX Male	
5. RACE - White (Specify)		6. Hispanic Origin? Specify No - Non-Hispanic		7a. AGE - Last birthday (Years) 72	
7b. UNDER 1 YEAR MOS DAYS HOURS MINS		7c. UNDER 1 DAY		8. DATE OF BIRTH (Mo/Day/Yr) December 22, 1941	
9a. STATE OF BIRTH (If not U.S.A.) Nevada		9b. CITIZEN OF WHAT COUNTRY United States		10. EDUCATION 16	
11. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Widowed		12. SURVIVING SPOUSE (if wife, give maiden name)		13. SOCIAL SECURITY NUMBER 6362	
14a. USUAL OCCUPATION (Give Kind of Work Done During Most of)		14b. KIND OF BUSINESS OR INDUSTRY Finance		Ever in US Armed Forces? No	
15a. RESIDENCE - STATE Nevada		15b. COUNTY Washoe		15c. CITY, TOWN OR LOCATION Reno	
15d. STREET AND NUMBER 50 N. Sierra St #1104 #1104		15e. INSIDE CITY LIMITS (Specify Yes or No) Yes		16. FATHER/PARENT - NAME (First, Middle, Last, Suffix) Joseph Grove DEMING	
17. MOTHER/PARENT - NAME (First, Middle, Last, Suffix) Sarah PAIGE		18a. INFORMANT - NAME (Type or Print) John David DEMING		18b. MAILING ADDRESS (Street or R.F.D., No., City or Town, State, Zip) 4320 Slide Mountain Circle Reno, Nevada 89511	
19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Crementation		19b. CEMETERY OR CREMATORY - NAME Sierra Crematory		19c. LOCATION - City or Town - State Reno Nevada 89503	
20a. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) JAMES SMOLENSKI SIGNATURE AUTHENTICATED		20b. FUNERAL DIRECTOR LICENSE NUMBER 217		20c. NAME AND ADDRESS OF FACILITY Neptune Society of Reno 969 West Moana Lane Reno NV 89509	
TRADE CALL - NAME AND ADDRESS					
21a. To the best of my knowledge, death occurred at the time, date and place and due to DENVER JOEL MILLER JR., M.D. SIGNATURE AUTHENTICATED			22a. On the basis of examination and/or investigation, in my opinion, death occurred at the date and place and due to the cause(s) stated. (Signature & Title)		
21b. DATE SIGNED (Mo/Day/Yr) December 02, 2014		21c. HOUR OF DEATH 15:04		22b. DATE SIGNED (Mo/Day/Yr)	
21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER		22d. PRONOUNCED DEAD (Mo/Day/Yr)		22c. HOUR OF DEATH	
22e. PRONOUNCED DEAD AT (Hour)		23a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) Denver Joel Miller Jr. M.D. 6538 Longley Lane Ste B Reno, NV 89511			
23b. LICENSE NUMBER 7330		24a. REGISTRAR (Signature) BRIDGES SANDI SIGNATURE AUTHENTICATED		24b. DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) December 05, 2014	
24c. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) PART I (a) Metastatic laryngeal cancer DUE TO, OR AS A CONSEQUENCE OF: Interval between onset and death Months			
(b) DUE TO, OR AS A CONSEQUENCE OF: Interval between onset and death		(c) DUE TO, OR AS A CONSEQUENCE OF: Interval between onset and death			
(d) DUE TO, OR AS A CONSEQUENCE OF: Interval between onset and death		PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in Part I.		26. AUTOPSY (Specify Yes or No) No	
27. WAS CASE REFERRED TO CORONER (Specify Yes or No) No		28a. ACC., SUICIDE, HOA, UNDET. OR PENDING INVEST. (Specify)		28b. DATE OF INJURY (Mo/Day/Yr)	
28c. HOUR OF INJURY		28d. DESCRIBE HOW INJURY OCCURRED			
28e. INJURY AT WORK (Specify Yes or No)		28f. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)		28g. LOCATION - STREET OR R.F.D. No. - CITY OR TOWN - STATE	

STATE REGISTRAR

361190

VRS-Rev-20120523a

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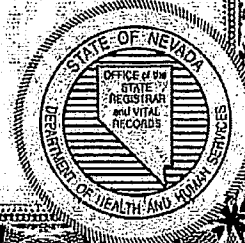
CERTIFIED COPY OF VITAL RECORDS

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: **12/17/2014**

This copy is not valid unless prepared on engraved border displaying date, seal and signature of Registrar

R. J. White
STATE REGISTRAR
SIGNATURE AUTHENTICATED



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Exhibit "C"

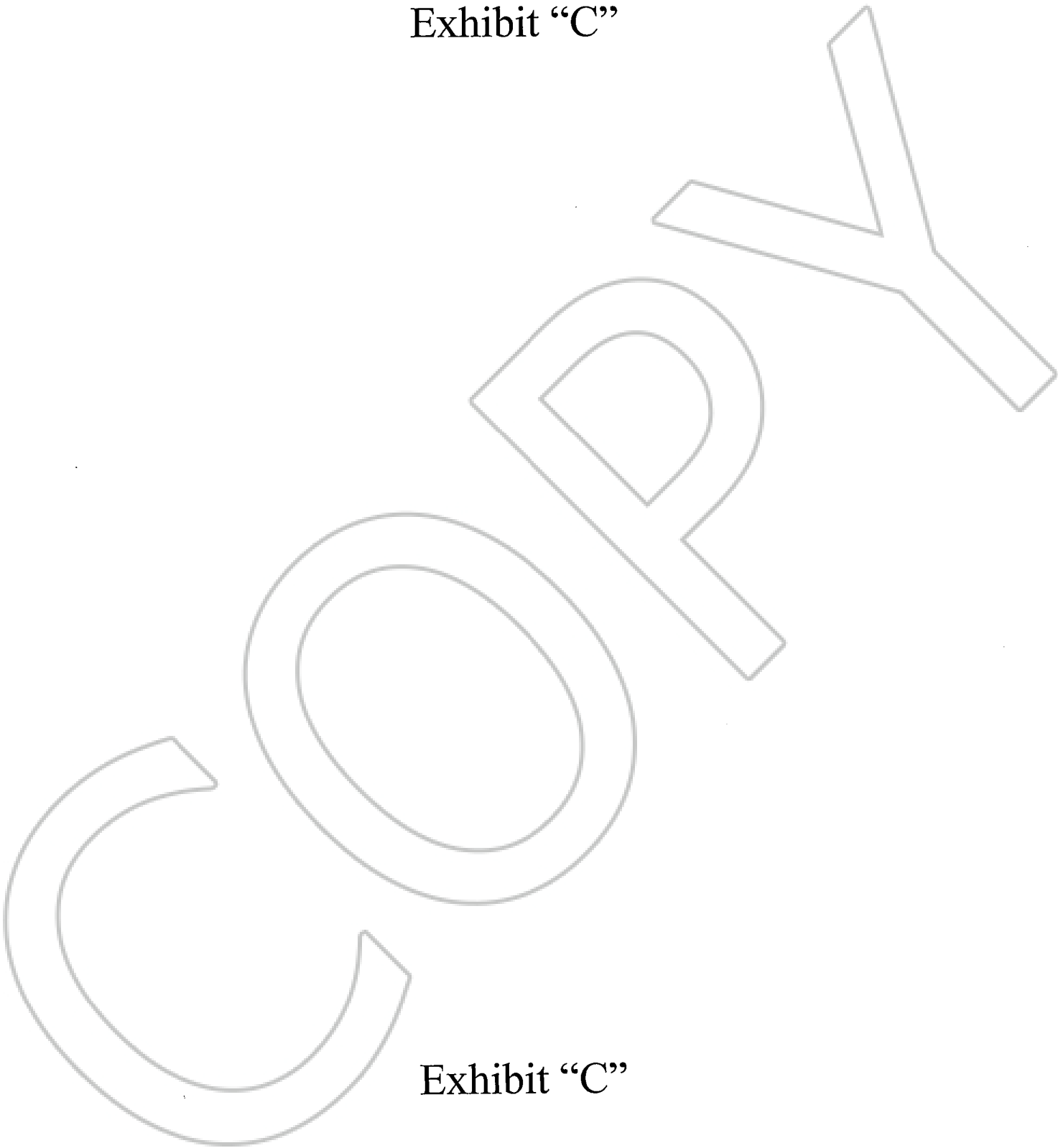


Exhibit "C"

THE DEMING FAMILY TRUST
ESTABLISHED OCTOBER 14, 1986

REVISED AND RESTATED DECLARATION OF TRUST
DATED APRIL 23, 2004

Prepared by:

Robert E. Armstrong, Esq.
McDonald Carano Wilson LLP
241 Ridge Street
Reno, Nevada 89505
(775) 788-2000

THE DEMING FAMILY TRUST
ESTABLISHED OCTOBER 14, 1986

REVISED AND RESTATED DECLARATION OF TRUST
DATED APRIL 23, 2004

DAVID BIGELOW DEMING and MARSHA LEE FRANKOVICH DEMING, husband and wife, of Reno, Washoe County, Nevada, in their individual capacities as "Trustors" and as "Co-Trustees," hereby agree to further amend and restate in its entirety THE DEMING FAMILY TRUST, as originally set forth under that certain written declaration of trust, dated October 14, 1986, as revised and restated earlier this day, pursuant to the power to amend reserved therein by the Trustors, as follows:

ARTICLE I
CREATION OF TRUST

A. Trust Estate. The Trustors does hereby transfer, assign, convey, and deliver to the Trustee, without consideration, by appropriate instruments, and the Trustee shall and does accept all that certain property described in Schedules "A," "B," and "C" attached hereto and made a part hereof, which, together with any and all other property hereafter transferred and delivered to the Trustee, shall constitute the "Trust Estate" and shall be held, administered, and distributed for the uses, purposes, and objectives set forth in this Declaration. It is intended and agreed that all property described in Schedules "A," "B," and "C" which has not already been transferred to the Trustee shall be deemed granted, transferred, and delivered to the Trustee immediately upon the execution hereof, notwithstanding that, by reason of legal formalities in processing documentation, the recorded or nominal title to any such property may still be in the name of one or both of the Trustors.

B. Character of Trust Estate. The Trustors declare that all property described in Schedule "A" shall be held as the community property of the Trustors, and such property described in Schedule "A" shall retain its character as community property notwithstanding the transfer to the trust. Trustors declare that all property described in Schedule "B" was, before its transfer, the separate property of DAVID BIGELOW DEMING and such property described in Schedule "B" shall retain its character as such notwithstanding the transfer to the trust. Trustors declare that all property described in Schedule "C" was, before its transfer, the separate property of MARSHA LEE FRANKOVICH DEMING, and such property described in Schedule "C" shall retain its character as such notwithstanding the transfer to the trust. In the event either Trustors acquire separate property after the date hereof, and Trustors desire to retain such property's character as separate property, then the Trustors shall execute and attach addenda to Schedules "B" or "C" hereto fully

describing such property, otherwise additions to the Trust Estate shall be considered community property of the Trustors.

C. Trust Purpose. The primary purposes of the Trustors entering into this Declaration and the resulting trusts are to benefit the Trustors, to facilitate the management of his estate during his respective lifetime, and to provide a convenient process for the ultimate devolution of his estate. The Trustors desire to give the Trustee broad discretion with respect to the management, distributions, and investments of the various trusts created herein with the intention of generally obtaining the objectives of benefiting the beneficiaries of the trusts while attempting to minimize the extent to which the Trust Estate is subject to the claims of creditors, to minimize all wealth transfer taxes on the trusts, and to minimize the income and wealth transfer taxes which any beneficiary hereunder or his or her estate may pay on any trust created herein. The rights and interests of remaindermen are secondary to those purposes. The Trustors declare that any business objective of this trust is limited to the preservation and protection of the trust assets for the beneficiaries hereof. The provisions of this Declaration shall be liberally construed in the interest and for the benefit of the Trustors.

D. Trustors' Children For the purposes of this Declaration, the Trustors have four children the issue of their marriage, namely: JOHN DAVID DEMING, KATHLEEN LEE DEMING, PATRICK JOSEPH GROVE DEMING and MEGAN DEMING ESCHER. All of the children set forth above shall be considered the Trustors' children for the purposes of this Declaration.

E. Trust Beneficiaries. The primary beneficiaries of the trusts created by this Declaration are as follows:

1. The Trustors during their respective lifetimes;
2. Upon the death of both Trustors, the Trustors' children;
3. The issue of Trustors' children; and
4. Such other individuals and organizations as may be named herein.

The foregoing identification of beneficiaries is not intended to control, modify or supplement the provisions of Article II through Article XVI hereof.

F. Nomination of Successor Trustees. If either Co-Trustee shall, for any reason, fail to qualify or cease to act as Trustee, then the remaining Co-Trustee shall serve as sole Trustee. If both Trustors are unable to serve, then PATRICK JOSEPH GROVE DEMING, JOHN DAVID DEMING and JOHN J. FRANKOVICH, shall act as successor Co-Trustees in his place and stead. If any of PATRICK JOSEPH GROVE DEMING, JOHN DAVID DEMING or JOHN J.

FRANKOVICH for any reason, fail to qualify or cease to act as a Co-Trustee, then ROBERT E. ARMSTRONG of Reno, Nevada shall act as Co-Trustee in his place and stead. As used in this Declaration, the term the "Trustee" shall include any successor Trustee and Co-Trustee unless context indicates otherwise. Any successor Trustee hereunder shall have all the rights, title, powers, and discretion of the predecessor Trustee without necessity of conveyance or transfer. If any Trustee, then acting, for whatever reason (such as the right to exercise a tax-sensitive power), is unable or unwilling to act with respect a particular matter or matters involving the administration of any trust hereunder, such Trustee shall notify, in writing, the named successor Trustees to determine whether such successor Trustee is able or willing to act as a Trustee with respect to such trust administration matter(s). If a successor Trustee, in order of priority, is able and willing to act, such successor Trustee shall act as "Special Trustee" with respect to such trust administration matter(s) until such trust administration matter(s) is resolved and shall have all of the duties, powers and authority of a Trustee hereunder with respect thereto. If no successor Trustee is able or willing to act with respect to such trust administration matter, a majority in number of the Primary Beneficiaries, or their legal guardians, entitled to receive notice above shall appoint a Special Trustee to act with respect to such trust administration matter(s) until it is resolved, by an instrument acknowledged by them and delivered to the acting Trustee, and such appointed Special Trustee shall have all of the duties, powers and authority hereunder with respect thereto.

G. Names of Trusts. The trusts created under this Declaration may be referred to collectively as the DEMING FAMILY TRUST and each separate trust created under this Declaration may be referred to specifically by adding the name such separate trust and, where applicable, the name of its beneficiary.

ARTICLE II
TRUST ADMINISTRATION
DURING TRUSTORS' JOINT LIFETIMES

A. Community Property. During the lifetime of the Trustors, the Trustee shall pay to the Trustors for the account of the community, or shall apply for the Trustors benefit, as much of the net income and principal of the community estate as the Trustors demand and shall accumulate and add to principal of the community estate any undistributed net income. The Trustors receiving payment shall have the same duty to use the community income and principal received under this Declaration for the benefit of the Trustors as they have with respect to any other community property.

C. **Surviving Trustor's Power Over Survivor's Trust.** On the death of the Decedent, the Surviving Trustor reserves the power to revoke, amend, or terminate the Survivor's Trust created by this Declaration, in whole or in part, without the consent of any person, but the Marital Trusts, Contingent Trust, and Estate Tax Exemption Trust may not be revoked, amended, or terminated. Revocation and amendment of the Survivor's Trust shall be made by the delivery to the Trustee of an instrument in writing signed by the Surviving Trustor. On revocation or termination of the Survivor's Trust, all of its assets shall be promptly delivered to the Surviving Trustor.

D. **Irrevocable at Death of the Surviving Trustor.** On the death of the Surviving Trustor, no trust created hereunder may be revoked, amended, or terminated except through distributions permitted or required pursuant to the terms of this Declaration.

E. **Effect of Disability of Trustor on Power to Revoke or Amend.** All of the Trustors' powers to revoke and amend which are described in Paragraphs A, B, and C above are personal to the Trustors and, in the event of disability, may be exercised on behalf of the disabled Trustor by (1) a conservator or guardian of the estate of the disabled Trustor with court approval, or (2) the holder of a durable power of attorney for the purpose of making gifts or taking other actions that are authorized by express provisions of the durable power.

F. **Jurisdiction of Court.** Nothing contained in this Article shall affect the jurisdiction of the courts of competent jurisdiction or abridge the power of such courts to determine matters related to any trust created hereby, including, but not limited to, matters set forth in Nevada Revised Statutes §164.015 and §153.031.

ARTICLE XII **TRUSTEE PROVISIONS**

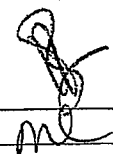
A. **Successor Trustees.** The Trustees, and their successors, shall be as stated in the preamble and in Article I, above. In the event the Trustor is unable to serve as Trustee of any trust created hereunder by reason of the express terms of the Trust, including, but not limited to, the Contingent Trust, then the successors nominated in Article I, Paragraph E, shall act as Trustee thereof. As used in this Declaration, the term "Trustee" shall include any successor Trustee and Co-Trustee unless context indicates otherwise. Any successor Trustee hereunder shall have all the rights, title, powers, and discretion of the predecessor Trustee without necessity of conveyance or transfer.

B. **Naming Co-Trustees; Special Trustee.** A Trustee may designate any individual or corporate fiduciary as a Co-Trustee, by a written instrument. A Co-Trustee so named shall serve only as long as the Trustee who appointed such Co-Trustee (or, if such Co-Trustee was named by more than one (1) Trustee acting together, by the last to serve of such Trustees), and such Co-Trustee

shall not become a successor Trustee upon the death, resignation, or disability of the Trustee who appointed such Co-Trustee, unless such Co-Trustee is otherwise appointed as successor Trustee pursuant to this Article. Additionally, the majority of the current income beneficiaries with the consent of the Trustees then in office may, from time to time, constitute and appoint an individual or corporate trustee as "Special Trustee" who is not a related or subordinate party within the meaning of I.R.C. §672(c) to act in specific matters wherein the named and acting Trustees are unable to act. Upon completion of such action on specific matters, the Special Trustee may resign without immediate replacement.

C. Incapacity of Trustee. Any person named or appointed as the Trustee or as a Co-Trustee pursuant to the provisions of this Declaration shall be considered to have failed to qualify as Trustee or as a Co-Trustee if the person at any time, as certified in writing by two (2) licensed physicians, becomes physically or mentally incapacitated such that the person is unable to manage the person's financial affairs, whether or not a court of competent jurisdiction has declared the person to be incapacitated, mentally ill, or in need of a conservator or guardian of the estate. However, the person retains the right to petition a court for a determination that no incapacity exists. The person may be restored to the office of Trustee or Co-Trustee as soon as the condition causing the physical or mental incapacity no longer exists, as certified in writing by two (2) licensed physicians at the election of the Co-Trustees then acting. It shall not be necessary for any court to make a determination of incompetency of the Trustors or his or her incapacity or inability to act as Trustee hereunder, and the Trustors hereby expressly release any and all the physicians acting hereunder from any liability with regard to any determination made of his or her inability to act as Trustee hereunder. For purposes of determining the physical or mental incapacity of the Trustors or of any Trustee serving hereunder, the Trustors and each Trustee (by accepting the appointment as Trustee) hereby expressly authorizes the release, to any person serving as Trustee of any trust created hereunder and to all persons nominated as successor Trustees herein, of all identifiable health information and medical records, including any written opinion relating to the capacity or lack of capacity of the Trustors or any Trustee serving hereunder. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. §1320d and 45 C.F.R. §§ 160-164, and applies even if a person requesting such medical information or written opinion regarding incapacity may not at the time of such request be serving as a Trustee.

D. Liability for Predecessor and Other Co-Trustee Acts. No successor Trustee shall be liable for any act, omission, or default of a predecessor Trustee. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary of the trust, no successor Trustee shall have any duty to investigate or review any action of a predecessor Trustee and may accept the accounting records of such Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in this trust. Likewise, no

Handwritten initials and a signature in black ink, appearing to be 'JD' and 'ME' respectively, written over two horizontal lines.

Co-Trustee shall be liable for any act, omission, or default of any other Co-Trustee, provided the Co-Trustee shall have had no knowledge of any facts that may reasonably be expected to have put the Co-Trustee on notice in sufficient time to have prevented the act, omission, or default.

E. Trustee Resignation/Vacancy. A Trustee may resign at any time, such resignation to be effective after delivery of thirty (30) days' written notice to the income beneficiaries of all trusts and shares established by this Declaration. Subject to Paragraph A hereof, in the event a Trustee acting hereunder resigns or a Trustee position is vacant, a majority of the then adult income beneficiaries (other than the Surviving Trustor) of the various trusts may appoint a successor Trustee, or upon division into separate trusts, an adult beneficiary of a separate trust may appoint a successor Trustee with respect to such trust. Notwithstanding the foregoing, no beneficiary shall have the power to appoint himself or herself, or any person who is related or subordinate to the beneficiary, as successor Trustee. Upon written acceptance by the successor Trustee filed with the records of the trust, the successor Trustee shall have all the powers and assume all the duties of a Trustee hereunder. Upon failure of a majority of the adult beneficiaries, or an adult beneficiary of a separate trust, to appoint a successor Trustee, the senior district judge of the Eighth Judicial District Court of the State of Nevada is empowered to fill such vacancy. A Trustee who has resigned shall have no duty, obligation, or right to appoint a successor Trustee.

F. Trustee Compensation; Bond. Any Trustee (other than the Trustors) shall receive reasonable compensation for services rendered in connection with the administration of this trust as determined under local law and practice as such laws and practices exist from time to time. All Trustees shall be reimbursed for expenses and costs reasonably incurred by them in the administration of this trust. No bond shall be required of any person named in this Declaration as Trustee for the faithful performance of his or her duties as Trustee.

G. Majority Control. During any period of time that there are more than two (2) Co-Trustees, all of the acts of the Co-Trustees shall be governed by the majority vote of the Co-Trustees, and any action taken by the majority vote of the Co-Trustees shall be binding on the Trust Estate and may be relied on by third parties dealing with the Co-Trustees. Where only two Co-Trustees are acting, the joinder of both of them shall be required. When multiple Co-Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a dissent or abstention with the records of the trust, but shall thereafter act with the other Trustee or Trustees in any way necessary or appropriate to effectuate the decision of the majority. Following the approval by the Co-Trustees of any transaction pursuant to this Paragraph G, any deeds, promissory notes, deeds of trust, mortgages, leases, contracts, checks, withdrawal orders for the disbursement or withdrawal of funds, or other instruments binding the assets of the trust or committing the trust to obligations may be executed on behalf of the trust by any one (1) of the Co-Trustees or by any other person designated in writing by all of the Co-Trustees. Any person or entity transacting business

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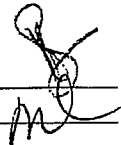
with the trust may rely upon any instrument executed by any one (1) of the Co-Trustees or by any other person designated in writing by all of the Co-Trustees without inquiring into the approval of the transaction pursuant to this Paragraph G.

H. Closely-Held Businesses/Conflicts. The Trust Estate may from time to time hold stock in closely held corporations or interests in other business entities. It is the Trustors direction that the Trustee be entitled to retain such stock or other interests in business entities as long as it is considered desirable to do so even though the Trust Estate would not be considered "diversified" under modern trust administration principles. In so doing, the Trustors recognize, among other things, that the Trustee may have occasion to deal with stock, securities, and interests in business entities in respect of which he or she may have an interest as stockholder, officer, director, or otherwise, or to employ or retain investment counsel or attorneys or other professional services from a firm of which a Trustee may be a partner, a stockholder, an officer, director, or otherwise. It is the Trustors direction that the fact of such interest shall not disqualify the Trustee from retaining such investment and shall not impair the right of the interested Trustee from acting with respect thereto or from obtaining such professional services as fully as if such interest did not exist, and it shall not preclude any interested Trustee from voting any stock in favor of himself or herself as director, or, as director, voting for himself or herself as officer, or from employing the firm in which he or she has an interest, or from taking any other action which might be or might be construed to constitute self-dealing or a conflict of interest. None of the foregoing shall constitute or be evidence of breach of trust on the part of any Trustee (original or successor) for the purpose of imposing personal liability upon or surcharging the account of any such Trustee.

I. Accounting.

1. During the lifetime of either Trustor, the Trustee shall account only to the Trustors, or the Surviving Trustor, and the written approval of either of them shall be final and conclusive with respect to transactions disclosed in the account as to all beneficiaries of the Trust Estate including unborn and contingent beneficiaries. In the event either Trustor becomes incapacitated as defined in Article II, Paragraph C, such accounting shall be made on behalf of the incapacitated Trustor to the Surviving Trustor who is not incapacitated, if any, or if there is none then to the adult children of the Trustors.

2. After the death of the Surviving Trustor, the Trustee shall render an accounting to each beneficiary entitled to current income distributions, or, if none, to each adult beneficiary entitled to receive current discretionary distributions from income or principal, and to each living adult non-contingent remainderman, if any. If any beneficiary entitled to receive an accounting is a minor or otherwise under any legal disability, then such accounting shall be delivered to his or her parents or the guardians of his or her estate. Any beneficiary entitled to receive an accounting shall have sixty (60) days to object thereto in writing delivered to the Trustee. If any objection is received, it shall be resolved by agreement between the Trustee and the objecting party.



Upon agreement or the expiration of the sixty (60) day period, and no party objecting, the accounting shall be final and conclusive as to all matters disclosed therein with respect to all beneficiaries, including unborn and unascertained beneficiaries, and the Trustee shall not be liable to any beneficiary as to such matters except for his or her intentional wrongdoing or fraud.

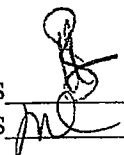
J. Trustee Administrative Powers. Except as otherwise provided in this Declaration and limited by the purposes of this Trust, the Trustee is vested with the following powers with respect to the Trust Estate and any part of it, in addition to those powers now or hereafter conferred by law:

1. To invest and reinvest the Trust Estate in every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind, stocks, preferred or common, shares of investment trust, investment and mutual funds, mortgages, bonds, debentures, notes, and deeds of trust that people of prudence, discretion and intelligence acquire for their own account, including any common trust fund administered by the Trustee. The investments need not be diversified, provided, however, that the aggregate return of all investments of the Marital Trusts shall, from time to time, be reasonable in light of the then existing circumstances.

2. To continue to hold any property, including any shares of the Trustee's own stock, and to operate at the risk of the Trust Estate, any business that the Trustee receives or acquires under the trust declaration as long as the Trustee considers advisable, including full power to form corporations, limited liability companies, associations, partnerships (limited and/or general) or other entities for the purpose of conducting any business venture which may be part of the Trust Estate, and pursuant thereto, file Articles of Incorporation and Articles of Organization, make application for the issuance of securities, execute partnership agreements, operating agreements, certificates or other instruments pertinent thereto, and perform any other acts or functions as may be necessary or desirable to carry into effect the formation or modification thereof or amendment thereto.

3. To have all the rights, powers, and privileges of an owner with respect to the securities held in trust, including, but not limited to, the power to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations; and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may consider advisable; and to exercise or sell stock subscription or conversion rights.

4. To hold securities or other property in the Trustee's name as Trustee under this Declaration, or in the Trustee's own name, or in the name of a nominee, or the Trustee may hold securities unregistered in such condition that ownership will pass by delivery.

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5. To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property; to execute and deliver any deeds, mortgages, contracts, instruments of transfer, or other documents necessary to pass marketable title in and to any assets of said Trust Estate or any part thereof; to execute powers of attorney, either general or special, for any trust purpose as the Trustee(s) may designate.

6. To write or sell covered call options on any securities held in trust through any recognized options exchange; to purchase or sell such shares or investments (including short sales), or exercise buy or sell stock options, including puts and calls, subscription, or conversion rights; and to buy and sell commodity futures.

7. To lease trust property for terms within or beyond the term of the trust declaration for any purpose, including exploration for the removal of gas, oil, and other minerals, including geothermal activity; and to enter into community oil leases, joint ventures, development, pooling, and unitization agreements.

8. To purchase property at its fair market value as determined by the Trustee, in the Trustee's discretion, from the probate estate of either Trustor, and to purchase shares of the Trustee's own stock, or its bonds or other securities, or the stock, bonds or other securities of an affiliate.

9. To collect and receive all dividends, interest, rent, and other income owing to the trust, hold a reasonable amount of cash uninvested as the Trustee may deem necessary to pay expenses in the administration of this trust or for general use in the preservation of the Trust Estate or to provide working capital for any business or businesses conducted by the Trustee in connection with the management of the Trust Estate, or for any other purpose relating thereto which the Trustee deems feasible.

10. To loan or advance the Trustee's own funds to the trust estate, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust estate; to purchase assets of the trust estate (either individually or as trustee of another trust) at fair market value as determined by an independent appraisal of those assets; and to sell property to the trust at a price not in excess of the fair market value of the property as determined by an independent appraisal.

11. To release or to restrict the scope of any power that the Trustee may hold in connection with the Trust Estate, whether such power is expressly granted in this Declaration or implied by law. The Trustee shall exercise this power in a written instrument executed by the Trustee, specifying the power to be released or restricted and the nature of the release or restriction.

12. To borrow money and to encumber trust property by mortgage, deed of trust, pledge, or otherwise. The Trustee is authorized to purchase, sell, and trade securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers and may pledge any securities held or purchased by the Trustee with such brokers as security for loans and advances made to the Trustee. In connection with the Trustee's powers to borrow and to encumber trust property, the Trustee is expressly authorized to act as a surety or to guaranty secured and unsecured loans extended to a trust beneficiary, to a business entity in which the trust or a trust beneficiary holds a direct or indirect interest, or to any other individual or entity and under such terms and conditions as the Trustee, in the Trustee's sole discretion, considers to be in the best interests of the trust estate and its beneficiaries.

13. To commence or defend, at the expense of the Trust Estate, such litigation with respect to the Trust Estate or any property of the Trust Estate as the Trustee may consider advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the Trust Estate.

14. To carry insurance of such kinds in such amounts as the Trustee considers advisable, at the expense of the Trust Estate, to protect the Trust Estate and the Trustee personally against any hazard.

15. To employ agents, accountants, auditors and counsel (including investment counsel and property managers) and delegate to them without notice to any beneficiary any powers, discretions or duties of the trustee other than distribution discretions, even though the delegated function is not ministerial in nature, including the delegation to investment managers of investment review and selection. Where qualification for, or preservation of, a federal tax benefit attributable to a trust asset depends on the material participation or other management by one or more individuals, the trustee without liability may designate each such individual as "Manager" and may delegate to that individual for that purpose those fiduciary powers selected by the trustee. The compensation and related expenses of such attorneys, accountants, auditors and investment managers and other agents shall be a proper expense of the trust and not of the Trustee personally.

16. To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property of the Trust Estate, without the payment of interest, all or any part of the property, as long as the Trustee shall determine, in the Trustee's discretion, that the property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the Trust Estate or the probate estate of either Trustor.

17. To delegate to one or more of the Trustees then acting, the power and authority to draw checks on any trust bank accounts or to assign or convey trust property on behalf

of all of the Trustees by a written instrument either for a specified time or until the delegation is revoked on the face of such written instrument, and any bank, transfer agent, or any other person may rely upon such written instrument without further inquiry as to the authority of the Trustee to whom said power and authority has been delegated.

18. To partition, allot, and distribute the Trust Estate, on any division or partial or final distribution of the Trust Estate, in undivided interests or in kind, at valuations determined by the Trustee, and to sell such property as the Trustee may consider necessary to make any division or distribution. In making any division or partial or final distribution of the Trust Estate, the Trustee shall be under no obligation to make a pro rata division, or to distribute the same assets to beneficiaries similarly situated; but rather, the Trustee may, in the Trustee's discretion, make a non-pro rata division between trusts or shares and non-pro rata distributions to beneficiaries, so long as the assets allocated to the separate trusts or shares, or distributed to the beneficiaries, have equivalent or proportionate fair market value. The income tax bases of assets allocated or distributed non-pro rata need not be equivalent and may vary to a greater or lesser amount, as determined by the Trustee in his or her discretion, and no adjustment need be made to compensate for any difference in bases. This paragraph shall not apply to the Marital Trust to the extent such power and authority would disqualify the amount available for the marital deduction for federal estate tax purposes.

19. To take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of the Trust Estate and the beneficiaries. The Trustee, in the Trustee's sole discretion, shall have the power to allocate the tax benefits among the various beneficiaries, and to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

20. To determine all matters with respect to what is principal or income of the Trust Estate and the apportionment and allocation of receipts and expenses between these accounts in accordance with the provisions of this Declaration or, if not provided herein, in accordance with the provisions of Nevada's Uniform Principal and Income Act (1997), as amended from time to time. Any such matter not provided for either in this Declaration or in Nevada's Uniform Principal and Income Act (1997) shall be determined by the Trustee, in the Trustee's discretion.

21. To pay out of income first, and if insufficient, then out of income and principal, or principal, as the case may be, any and all loans and interest thereon or charges therefor, all taxes, assessments, fees, charges, insurance premiums for fire and other casualty and extended coverage policies, public liability and property damage policies, and other expenses incurred by said Trustee in the administration or preservation of this trust.

22. To divide property in any trust being held hereunder at any time, including prior to funding thereof, into two or more separate trusts, as the Trustee deems advisable in the exercise of discretion. Division of any trust that has been previously funded shall be on a fractional basis, using the fair market value of the trust assets at the time of division. The terms of the subdivided trusts shall, in the aggregate, provide for the same succession of interests of beneficiaries as is provided in the original trust. In addition, if any trust for any reason is severable into distinct shares, the Trustee may hold such distinct shares (or any portions thereof) as separate trusts.

23. If the Decedent's executors or personal representatives exercise the special election provided by I.R.C. §2652(a)(3), as to any part of the Marital Trust or other trust created hereunder which qualifies under I.R.C. §2056(b)(7), the Trustee is authorized in his or her sole discretion at any time prior to the death of the Surviving Trustor to set apart property constituting such part in a separate trust so that such trust's inclusion ratio is zero.

24. Income accrued or unpaid on trust property when received into the Trust Estate shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any trust or share created in this Declaration shall go to the next beneficiaries of the trust or share in proportion to their interests in it, except for accrued and undistributed income of the Survivor's Trust and Marital Trusts.

25. Among successive beneficiaries of any trust or share created in this Declaration, all taxes and other current expenses shall be considered to have been paid and charged to the period in which they were paid.

26. There need be no physical segregation or division of the various trusts or shares except as segregation or division may be required by the termination of any of the trusts or shares, but the Trustee shall keep separate accounts for the different undivided interests.

27. Other property acceptable to the Trustee may be added to the Trust Estate by any person, by the Will or Codicil of either Trustor, by the proceeds of any life insurance policy, or otherwise.

28. To exercise all tax related elections, choices, etc., that the Trustees may have whether or not specifically referred to hereunder, including the disclaimer of benefits receivable by such trust in any manner permitted by law or by a "transfer" meeting the requirements of I.R.C. §2518(c).

29. For investment purposes, the Trustee may, in the discretion of the Trustee, combine the assets of any of the trusts created under this Declaration with the assets of any other trust established by the Trustors pursuant to this Declaration, pursuant to the wills of the Trustors, or otherwise. In such event, the Trustee shall maintain separate records of the amounts allocable to

each such trust. In addition, the Trustee may, in the Trustee's discretion, merge any trust created under the terms of this Declaration with any other trust established by the Trustors pursuant to this Declaration, pursuant to the wills of the Trustors, or otherwise, so long as the beneficial interests under such merged trusts are substantially identical. In the event of any such merger, the Trustee shall not be required to maintain separate records of the amounts allocable to each merged trust.

30. To allocate basis increase under I.R.C. § 1022 to such assets as the Trustee, acting in concert with the executor of a deceased Trustor's estate and in the exercise of discretion, shall determine. The Trustee may elect, in the exercise of discretion, to allocate basis increase to one or more of the assets of the Trust to the partial or total exclusion of other assets with respect to which the election could be made. There shall be no requirement that the Trustee adjust the shares of beneficiaries to take into account the effect of any such allocation, and the Trustee shall not be liable to any person, nor be subject to removal or forfeiture of fees, as the result of allocating basis increase as permitted hereunder.

31. To transfer the situs of the administration of any trust created hereunder to another state, and to elect to have the governing law for such trust be the law of such state, without the requirement of court approval for such transfer or election.

32. Whenever, pursuant to Article III or Article VIII, the Trustee is directed to make a distribution or an allocation to a separate trust upon the death of the Decedent or upon the death of the Surviving Trustor, the Trustee may, in the Trustee's discretion, defer the distribution or the allocation for a period of six (6) months following the death if the Trustee considers such deferral necessary to preserve the alternate valuation date for Federal estate tax purposes in the estate of the Decedent or the estate of the Surviving Trustor, as the case may be. Except as otherwise specifically provided, no interest shall accrue on the amount deferred; however, the rights to the amount deferred shall vest upon the death of the Decedent or upon the death of the Surviving Trustor, as the case may be.

The powers granted herein to the Trustee shall be deemed to be supplementary to and not exclusive of the powers of the Trustee pursuant to Nevada Revised Statutes §163.265 to §163.410, which are incorporated fully herein by this reference, as they exist at the time of the execution of this trust Declaration.

K. Limitation on Discretionary Power.

1. Notwithstanding any provision of this Declaration to the contrary, at no time shall the discretion conferred on a Trustee (in his or her capacity as Trustee) to merge, divide, or terminate any trust created hereunder, be exercisable by a Trustee who is the beneficiary of such trust, acting alone or in conjunction with any other person, in favor of himself or herself, his or her estate, his or her creditors, or the creditors of his or her estate, or to discharge his or her legal



obligations, including his or her legal obligations of support. In addition, the Trustee's discretion to distribute income and principal to a beneficiary who is also a Trustee shall be limited, with respect to such Trustee, to distributions for the beneficiary's health, education, maintenance and support. No distribution by any Trustee from any Nonexempt trust under this Declaration shall satisfy or discharge, in whole or in part, the legal obligation of any person (the "Obligor"), including the obligation of an Obligor in his or her individual capacity if that Obligor is a Trustee of a trust created by this Declaration, unless the Obligor or another individual assigned to the same generation as, or a higher generation than such Obligor, otherwise has, without such distribution, or at any time has had an interest in such trust as defined in I.R.C. §2652(c)(1).

2. No Trustee may participate in the exercise of a tax-sensitive power if, as a result of such exercise, such Trustee could create a general power of appointment for himself or herself. Tax-sensitive powers include, but are not limited to, the powers to make, or direct, any allocation of generation-skipping transfer tax exemption or any other election for purposes of Chapter 13 of the Internal Revenue Code or similar provisions of state statutes, to create or revoke general powers of appointment in beneficiaries hereunder, to divide any trust created hereunder into two (2) separate trusts or create and fund two (2) separate trusts in order that the inclusion ratio for each such trust shall be either zero or one, and to make any other allocation, merger, election, or division hereunder.

3. If any such discretion or power is not exercisable by a Trustee under the provisions of this Paragraph K, such discretion or power shall be exercisable by (but only by) the other Trustee or successor Trustees who are capable of exercising the discretion or power, and if there be none, a Special Trustee shall be appointed pursuant to Paragraph B of this Article XII, who is capable of exercising such discretion or power.

L. Qualification for Marital Deduction. It is the Trustors intention to have the Marital Trust qualify for the marital deduction under I.R.C. §2056(b)(7) and the regulations pertaining to that section or to any corresponding provisions applicable to the Trust Estate. Notwithstanding anything in this Trust to the contrary, any power, duty, or discretionary authority granted to the Trustees [other than the power to exercise an election, in whole or in part under I.R.C. §2056(b)(7)(B)(v), as amended from time to time before the Decedent's death], or to the Surviving Trustor, shall be absolutely void to the extent that the right to exercise such power, duty, or authority or the exercise thereof shall in any way affect, jeopardize, or cause the disallowance to the Decedent's estate of all or any part of the tax benefit afforded by the marital deduction provisions of I.R.C. §2056, as amended from time to time before the Decedent's death. It is the Trustors clear intention to qualify for the federal estate tax marital deduction all or such portion of property the Decedent's personal representatives elect to be qualified terminable interest property as defined under I.R.C. §2056(b)(7)(B).

M. Investment of Trust Assets. Nothing in this Declaration shall be construed to restrict the Trustees from investing the trust assets in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets. The Trustees are authorized to employ and rely upon the advice given by investment counsel, to delegate discretionary investment authority over investments to investment counsel, and to pay investment counsel reasonable compensation in addition to fees otherwise payable to Trustees, notwithstanding any rule of law otherwise prohibiting such dual compensation. The Trustees are specifically authorized to acquire and retain investments that present a higher degree of risk than would be normally authorized by the "prudent investor" rule. The Trustors do not intend any type of investment, no matter how risky or speculative, to be absolutely prohibited, so long as prudent procedures are followed in selecting and retaining the investment and the investment constitutes a prudent percentage of this Trust Estate. The Trustees may retain and acquire property that does not produce income (other than for the account of the Marital Trusts) or does not diversify the Trust Estate, subject to any restrictions or qualifications of this power set forth elsewhere in this Declaration.

N. Early Termination of Small Trusts. If, at any time after the deaths of the Trustors and before final distribution, any trust being administered under this Declaration contains assets with an aggregate fair market value of less than One Hundred Thousand Dollars (\$100,000.00), and if the Trustee determines, in the Trustee's discretion, that continued administration of the trust would be impractical or that the costs of administration would outweigh the anticipated benefits of continued administration, then the Trustee may terminate the trust and distribute the remaining trust assets to the trust beneficiaries, both income beneficiaries and then living remaindermen. The identities of the remaindermen shall be determined as if the event which would otherwise cause the final distribution of the trust, such as the death of the last living income beneficiary, had then occurred. Except as otherwise specifically provided in this Declaration, distribution among the income beneficiaries and remaindermen shall be in accordance with sound actuarial principles.

O. Restrictions on Trustees. Notwithstanding any other provision of this Declaration to the contrary, no non-corporate trustee (other than the Trustors during their joint lifetimes and the Surviving Trustor during his or her remaining lifetime with respect to the Survivor's Trust) shall participate in the exercise of any discretionary power relating to:

1. The decision whether to pay trust property or to grant a power to himself as a beneficiary except to the extent such decision is governed by and made pursuant to an ascertainable standard within the meaning of I.R.C. § 2041 and § 2514.

2. A distribution of trust property that would discharge or satisfy any of his legal obligations except to the extent such distribution is governed by and made pursuant to an ascertainable standard within the meaning of I.R.C. § 2041 and § 2514.

3. A distribution of trust property that would constitute a taxable gift by him personally if he were to so participate.

4. A distribution of, or grant of a power with respect to, trust property, if, as to such property, he, in his individual capacity, previously made a "Qualified Disclaimer" or "Non-Qualified Disclaimer," except to the extent the distribution or grant is governed by and made pursuant to an ascertainable standard within the meaning of I.R.C. § 2041 and § 2514. As used herein, the term "Qualified Disclaimer" shall have the meaning ascribed to such term by Section 2518 of the Internal Revenue Code, and the term "non-Qualified Disclaimer" shall mean a disclaimer that is not a Qualified Disclaimer.

5. The determination to grant or withhold consent to the exercise of a general power of appointment if he has a substantial interest in the trust property adverse to the exercise of the power in favor of the holder of the power or his estate within the meaning of I.R.C. § 2041(b).

P. Restrictions on All Fiduciaries. Notwithstanding any other provision of this Declaration to the contrary, no person (other than the Trustors during their joint lifetimes and the Surviving Trustor during his or her remaining lifetime with respect to the Survivor's Trust) or entity acting in any fiduciary capacity hereunder shall participate in the exercise of a power conferred hereunder:

1. that the fiduciary would either be entirely prohibited from exercising, or prohibited from exercising in the manner desired, if he were serving as trustee in place of the acting trustee; provided, however, that this provision is not intended to prohibit fiduciaries from exercising powers expressly granted to them, but is only intended to restrict the manner in which they may exercise such powers,

2. to vote shares of stock in a company controlled by the fiduciary (in an individual capacity) (within the meaning of I.R.C. § 2036(b)(2)) that were transferred to the trust by the fiduciary, except if such transfer was a bona fide sale for adequate and full consideration in money or money's worth,

3. that would constitute an "incident of ownership" (within the meaning of I.R.C. § 2042) with respect to insurance on the fiduciary's life, or

4. that would render any portion of the trust property includible in his gross estate, and any such purported exercise shall be void and of no effect.

Except as set forth above, the Trustors hereby ratify, confirm, and reaffirm the existence of the subject trust, the terms and conditions of Trust, and the continuation of the trust in full force and effect.

EXECUTED at Reno, Washoe County, Nevada, on this 23rd day of April, 2004.

David Bigelow Deming

DAVID BIGELOW DEMING,
as Trustor and Co-Trustee

Marsha Lee Frankovich Deming

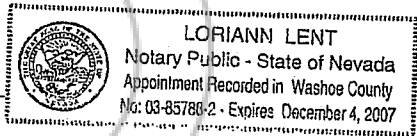
MARSHA LEE FRANKOVICH DEMING,
as Trustor and Co-Trustee

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

On the 23rd day of April 2004, personally appeared before me, a Notary Public, DAVID BIGELOW DEMING and MARSHA LEE FRANKOVICH DEMING, husband and wife, personally known (or proved) to me to be the persons whose names are subscribed to the above Declaration, and acknowledged to me that they executed the same for purposes therein stated.

Loriann Lent

NOTARY PUBLIC



THE DEMING FAMILY TRUST
REVISED AND RESTATED
DECLARATION OF TRUST

INITIALS *DL*
INITIALS *ML*
127469.2