



KAREN ELISON, RECORDER

APN# _____

Recording Requested by/Mail to:

Name: RICHARD C. NEWMAN

Address: PO BOX 6451

City/State/Zip: GARDNERVILLE, NV 89460

Mail Tax Statements to:

Name: JANE

Address: _____

City/State/Zip: _____

DECLARATION OF TRUST

Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

The DAN Living Trust
DECLARATION OF TRUST

I. Trust Name

This trust shall be known as The DAN Living Trust.

II. Intentional Disinheritance of Our Children

For reasons known to us, we make no provision in The DAN Living Trust for any of our biological children from our previous marriages and/or the lineal descendants of said children, or any other persons claiming to legally be our children

III. II. Trust Property

(A) Property Placed in Trust

Richard Carroll Newman and Ann K Newman, Husband and Wife, called the grantors or trustees, declare that they have set aside and hold in The DAN Living Trust all their interest in the property described in the attached Schedule A.

The trust property shall be used for the benefit of the trust beneficiaries, and shall be administered and distributed by the trustees in accordance with this Declaration of Trust.

(B) Rights Retained by Grantors

As long as both grantors are alive, both grantors retain all rights to all income, profits, and control of the trust property listed on Schedule A of The DAN Living Trust.

(C) Additional or After-Acquired Property

Either grantor, or both, may add property to this trust at any time.

(D) Character of Property Placed in Trust

While both grantors are alive, property transferred to this trust shall retain its original character. If the trust is revoked, the trustee shall distribute the trust property to the grantors based on the same ownership rights they had before the property was transferred to the trust, as specified below.

1. Shared Property

All trust property listed on Schedule A was shared property: owned as community property of the grantors and shall retain that character after being transferred to this trust. If the trust is revoked, this property shall be returned to the grantors as their community property.

(E) Revocation

As long as both grantors live, either grantor may revoke The DAN Living Trust at any time by writing given to the other grantor. No beneficiary need be given any notice of revocation. After the death of a grantor, the surviving grantor can revoke this living trust at any time.

(F) Amendment

As long as both grantors live, The DAN Living Trust may be altered, amended, or modified only by a writing signed by both grantors. After the death of a grantor, the surviving grantor can amend the continuing living trust.

(G) Homestead Rights

If the grantors' principal residence is held in this trust, grantors have the right to possess and occupy it for life, rent-free and without charge, except for taxes, insurance, maintenance, and related costs and expenses. This right is intended to give grantors a beneficial interest in the property and to ensure that the grantors, or either of them, do not lose eligibility for a state homestead tax exemption for which either grantor otherwise qualifies.

III. Trustees

(A) Original Trustees

The trustees of The DAN Living Trust shall be Richard Carroll Newman and Ann K Newman. Either trustee may act for, and represent, the trust in any transaction.

(B) Trustee on Death or Incapacity of Original Trustee

Upon the death or incapacity of Ann K Newman or Richard Carroll Newman, the other grantor shall serve as sole trustee of this trust.

(C) Trustee's Responsibility

The trustee in office shall serve as trustee of the DAN trust under this Declaration of Trust.

(D) Terminology

In this Declaration of Trust, the term "trustee" includes any successor trustee or trustees. The singular "trustee" also includes the plural.

(E) Successor Trustee

Upon the death or incapacity of the surviving grantor, or the incapacity of both grantors, the successor trustee shall be Billydean Garrett. If Billydean Garrett is unable to serve or to continue serving as successor trustee, the next successor trustee shall be determined by Grantors at a later date..

Any of the successor trustees has full and independent authority to act for and represent the trust.

(F) Resignation of Trustee

Any trustee in office may resign at any time by signing a notice of resignation. The resignation must be delivered to the person or institution who is either named in this Declaration of Trust, or appointed by the trustee under Section III, Paragraph (G), to next serve as trustee.

(G) Power to Appoint Successor Trustee

If all the successor trustees named in this Declaration of Trust cease to, or are unable to, serve as trustee, any trustee may appoint an additional successor trustee or trustees to serve in the order nominated. The appointment must be made in writing, signed by the trustee, and notarized.

(H) Bond Waived

No bond shall be required of any trustee.

(I) Compensation

No trustee shall receive any compensation for serving as trustee, except that a trustee shall be entitled to reasonable compensation, as determined by the trustee, for serving as trustee because the grantors or a grantor becomes incapacitated.

(J) Liability of Trustee

With respect to the exercise or nonexercise of discretionary powers granted by this Declaration of Trust, the trustee shall not be liable for actions taken in good faith.

IV. Beneficiaries

(A) Husband's Primary Beneficiary

Upon the death of Richard Carroll Newman, all interest in the trust property listed on Schedule A shall belong solely to the surviving grantor, Ann K Newman.

(B) Wife's Primary Beneficiary

Upon the death of Ann K Newman, all interest in the trust property listed on Schedule A shall belong solely to the surviving grantor, Richard Carroll Newman.

V. Administration of Trust Property

(A) Terminology

The first grantor to die shall be called the "deceased grantor." The living grantor shall be called the "surviving grantor."

(B) No Division nor Distribution of Trust Property upon Death of Grantor

Upon the death of a grantor, the surviving trustee shall maintain as a single trust containing all property of The DAN Living Trust listed on Schedule A and continue to serve as trustee thereof.

VI. Incapacity

(A) Incapacity of Both Grantors

If both grantors become physically or mentally incapacitated and are no longer able to manage this trust, the person or persons named as successor trustee shall serve as trustee. The determination of the grantors' capacity to manage this trust shall be made by those of the persons listed below who are reasonably available when the successor trustee (or any

of them, if two or more are named to serve together) requests their opinion. If a majority of these persons state, in writing, that in their opinion the grantors are no longer reasonably capable of serving as trustee, the successor trustee shall serve as trustee.

The successor trustee shall pay trust income monthly to, or for the benefit of, the grantors and may also spend any amount of trust income or trust principal necessary, in the successor trustee's discretion, for the needs of the grantors, until the grantors, or either of them, are again able to manage their own affairs, or until their deaths.

(B) Incapacity of Surviving Grantor

If, after the death of the deceased grantor, the surviving grantor becomes physically or mentally incapacitated and is no longer able to manage the trust, the person or persons named as successor trustee shall serve as trustee. The determination of the grantor's capacity to manage the trust shall be made by those of the persons listed below who are reasonably available when the successor trustee (or any of them, if two or more are named to serve together) requests their opinion. If a majority of these persons state, in writing, that in their opinion the grantor is no longer reasonably capable of serving as trustee, the successor trustee shall serve as trustee.

The successor trustee shall pay trust income monthly to, or for the benefit of, the surviving grantor and may also spend any amount of the trust principal necessary in the successor trustee's discretion, for the needs of the surviving grantor until the surviving grantor is again able to manage his or her own affairs, or until his or her death.

VII. Simultaneous Death

If both grantors should die simultaneously, or under such circumstances as to render it difficult or impossible to determine who predeceased the other, for purposes of this living trust, it shall be conclusively presumed that both died at the same moment, and neither shall be presumed to have survived the other. The trustee shall distribute the trust property to the named beneficiaries.

VIII. Trustee's Powers and Duties

(A) Powers Under State Law

To carry out the provisions of this Declaration of Trust, and to manage the trust

property of The DAN Living Trust, the trustee shall have all authority and power allowed or conferred under Nevada state law, subject to the rights retained by each grantor in Section III(B) and to the trustee's fiduciary duty to the grantors and the beneficiaries.

(B) Specified Powers

The trustee's powers include, but are not limited to:

1. The power to sell trust property, and to borrow money and to encumber property, specifically including trust real estate, by mortgage, deed of trust, or other method.
2. The power to manage trust real estate as if the trustee were the absolute owner of it, including the power to lease (even if the lease term may extend beyond the period of any trust) or grant options to lease the property, to make repairs or alterations, and to insure against loss.
3. The power to sell or grant options for the sale or exchange of any trust property, including stocks, bonds, debentures, and any other form of security or security account, at public or private sale for cash or on credit.
4. The power to invest trust property in property of any kind, including but not limited to bonds, debentures, notes, mortgages, stocks, stock options, stock futures, and buying on margin.
5. The power to receive additional property from any source and add to any trust created by either grantor of this Declaration of Trust.
6. The power to employ and pay reasonable fees to accountants, lawyers, or investment experts for information or advice relating to the trust.
7. The power to deposit and hold trust funds in both interest-bearing and non-interest-bearing accounts.
8. The power to deposit funds in financial accounts insured or uninsured by the FDIC.
9. The power to enter into electronic fund transfer or safe deposit arrangements with financial institutions.
10. The power to continue any business of either grantor.

11. The power to institute or defend legal actions concerning the trust or grantors' affairs.

12. The power to execute any document necessary to administer any trust created in this Declaration of Trust.

13. The power to diversify investments, including authority to decide that some or all of the trust property need not produce income.

(C) Payment by the Trustee of the Grantors' Debts and Taxes

1. Wife's Debts and Taxes

Ann K Newman's debts and death taxes shall be paid by the trustee. The trustee shall pay these from the trust property to be later identified by grantors.

2. Husband's Debts and Taxes

Richard Carroll Newman's debts and death taxes shall be paid by the trustee. The trustee shall pay these from the trust property to be later identified by grantors.

3. If Specified Property Insufficient

If the property specified above is insufficient to pay all a grantor's debts and death taxes, the trustee shall determine how such debts and death taxes shall be paid from that grantor's trust property.

IX. General Administrative Provisions

(A) Controlling Law

The validity of The DAN Living Trust and construction of its provisions shall be governed by the laws of Nevada.

(B) Severability

If any provision of this Declaration of Trust is ruled unenforceable, the remaining provisions shall nevertheless remain in effect.

(C) Amendments

The term "Declaration of Trust" includes any provisions added by valid amendment.

(D) Accountings

No accountings or reports shall be required of the trustee.

Certification by Grantors

We certify that we have read this Declaration of Trust and that it correctly states the terms and conditions under which the trust property is to be held, managed, and disposed of by the trustees and we approve the Declaration of Trust.

Dated: May 10, 2021

Richard C. Newman

Grantor and Trustee
Richard C. Newman

Ann K Newman

Grantor and Trustee
Ann K Newman

[Attached: Notary's Acknowledgment]



State of NV County of Douglas
The foregoing instrument was acknowledged before me
this 10th day of MAY, 2021
by Richard + Ann Newman
[Signature] Notary Public
My Commission Expires 7-8-21