

APN# 1318-09-810-118



SHAWNYNE GARREN, RECORDER

Recording Requested by/Mail to:

Name: Paul H. Miller, Attorney at Law

Address: 1235 N. Harbor Blvd., Ste. 200

City/State/Zip: Fullerton, CA 92832-1349

Mail Tax Statements to:

Name: Eric C. Futterer, Trustee*

Address: 123 N. Yale Avenue

City/State/Zip: Fullerton, CA 92831

Affidavit-Death of Trustee

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)

Eric C. Futterer

Signature

Eric C. Futterer, Trustee*

Printed Name

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

*under a Declaration of Trust dated April 30, 1987, executed by Thoma C. Nicolls as Trustor and as original Trustee

Assessor's Parcel #: 1318-09-810-118

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Paul H. Miller, Esq.
1235 No. Harbor Blvd., Suite 200
Fullerton, CA 92832-1349

MAIL TAX STATEMENTS TO:

Eric C. Futterer, Trustee of the
Thoma C. Nicolls Trust dated April 30, 1987
123 N. Yale Avenue
Fullerton, CA 92831

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY.

AFFIDAVIT-DEATH OF TRUSTEE

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

Eric C. Futterer, Trustee under a Declaration of Trust dated April 30, 1987, executed by Thoma C. Nicolls as Trustor and as original Trustee, of legal age, being first duly sworn, deposes and says:

That, Thoma Elizabeth Nicolls, who was also known as Thoma Chichester Nicolls, is the decedent mentioned in the attached Certificate of Death, is the same person as, "Thoma C. Nicolls, as trustee under a Declaration of Trust dated April 30, 1987, executed by Thoma C. Nicolls as Trustor and as original Trustee," as grantee in that Quitclaim Deed dated May 27, 2005, and recorded as Document No. 2023-999232 on August 3, 2023, in Official Records of Douglas County, Nevada, concerning the following described real property situated in the City of Marla Bay, County of Douglas, State of Nevada: *ECF*

Lot 6 in Block H as delineated on that certain map entitled "Amended Map of Subdivision No. 2 Zephyr Cove Properties, Inc. in Sections 9 and 10, T.13 N.R. 18E." which was filed for record August 5, 1929 in the office of the County Recorder of Douglas County, Nevada. This subdivision is sometimes called "Marla Bay."

Due to the death of Thoma Elizabeth Nicolls, I am a Trustee of the Thoma C. Nicolls Trust.

Dated: August 2, 2023


Eric C. Futterer
Eric C. Futterer, Trustee under a Declaration of Trust dated April 30, 1987, executed by Thoma C. Nicolls as Trustor and as original Trustee

A notary public or other officer completing this certificate verifies only the identify of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

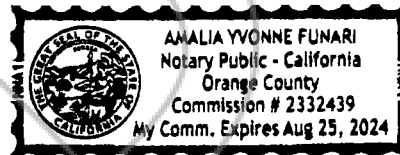
State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 2nd day of August, 2023, by Eric C. Futterer, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature of Notary Public



Seal

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

3052021101900

CERTIFICATE OF DEATH

3202133006873

STATE FILE NUMBER		STATE OF CALIFORNIA USE BLACK INK ONLY / NO ERASURES, WHITE OUTS OR ALTERATIONS VS-1 (REV 3/08)				LOCAL REGISTRATION NUMBER	
DECEDENT'S PERSONAL DATA	1. NAME OF DECEDENT- FIRST (Given) THOMA		2. MIDDLE ELIZABETH		3. LAST (Family) NICOLLS		
	AKA ALSO KNOWN AS - Include full AKA (FIRST, MIDDLE, LAST) THOMA CHICHESTER NICOLLS			4. DATE OF BIRTH mm/dd/yyyy 10/07/1928	5. AGE Yrs 92	IF UNDER ONE YEAR Months Days IF UNDER 24 HOURS Hours Minutes 6. SEX F	
	9. BIRTH STATE/FOREIGN COUNTRY NV	10. SOCIAL SECURITY NUMBER 3301	11. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	12. MARITAL STATUS/GRDP (at Time of Death) WIDOWED		7. DATE OF DEATH mm/dd/yyyy 04/04/2021	8. HOUR (24 Hours) 1900
	13. EDUCATION - Highest Level/Degree (see worksheet on back) SOME COLLEGE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		14/15. WAS DECEDENT HISPANIC/LATINO(A)/SPANISH? (If yes, see worksheet on back) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		16. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back) CAUCASIAN		
17. USUAL OCCUPATION - Type of work for most of life DO NOT USE RETIRED PIANIST			18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) MUSIC		19. YEARS IN OCCUPATION 75		
USUAL RESIDENCE	20. DECEDENT'S RESIDENCE (Street and number, or location) 2970 N. FARRELL DRIVE						
	21. CITY PALM SPRINGS		22. COUNTY/PROVINCE RIVERSIDE		23. ZIP CODE 92262	24. YEARS IN COUNTY 56	
	25. STATE/FOREIGN COUNTRY CA						
INFORMANT	26. INFORMANT'S NAME, RELATIONSHIP ELLEN GAGNEBIN, DAUGHTER			27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip) 6230 INGLETON DR. #221, SPARKS, NV 89436			
	SPOUSE(S) AND PARENT INFORMATION	28. NAME OF SURVIVING SPOUSE/SRDP-FIRST -		29. MIDDLE -		30. LAST (BIRTH NAME) -	
31. NAME OF FATHER/PARENT-FIRST ROY		32. MIDDLE GEORGE		33. LAST CHICHESTER			
34. BIRTH STATE CA		35. NAME OF MOTHER/PARENT-FIRST ELSIE		36. MIDDLE -			
37. LAST (BIRTH NAME) FARRAR		38. BIRTH STATE CA		39. BIRTH STATE CA			
FUNERAL DIRECTORY/ LOCAL REGISTRAR	39. DISPOSITION DATE mm/dd/yyyy 04/12/2021		40. PLACE OF FINAL DISPOSITION ANTELOPE VALLEY CEMETERY COLEVILLE, CA 96107				
	41. TYPE OF DISPOSITION(S) CR/BU		42. SIGNATURE OF EMBALMER ▶ NOT EMBALMED				
	43. LICENSE NUMBER -		44. NAME OF FUNERAL ESTABLISHMENT WIEFELS PALM SPRINGS		45. LICENSE NUMBER FD836		
PLACE OF DEATH	46. SIGNATURE OF LOCAL REGISTRAR ▶ GEOFFREY LEUNG, M.D., ED. M.D.		47. DATE mm/dd/yyyy 04/12/2021		48. DATE mm/dd/yyyy 04/12/2021		
	101. PLACE OF DEATH OWN RESIDENCE HOSPICE		102. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> IP <input type="checkbox"/> ER/ED <input type="checkbox"/> ICU <input type="checkbox"/> ICU/ICU <input type="checkbox"/> Home <input type="checkbox"/> Home/LTC <input checked="" type="checkbox"/> Hospice <input type="checkbox"/> Other		103. IF OTHER THAN HOSPITAL, SPECIFY ONE <input type="checkbox"/> Home <input type="checkbox"/> Home/LTC <input checked="" type="checkbox"/> Hospice <input type="checkbox"/> Other		
	104. COUNTY RIVERSIDE		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location) 2970 N FARRELL DRIVE		106. CITY PALM SPRINGS		
	107. CAUSE OF DEATH Enter the chain of events, diseases, injuries, or complications that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.						
CAUSE OF DEATH	IMMEDIATE CAUSE (Final disease or condition resulting in death) (A) CARDIOPULMONARY ARREST		Time Interval Between Onset and Death (AT) MINS		108. DEATH REPORTED TO CORONER? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
	Sequentially, list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST (B) CONGESTIVE HEART FAILURE		Time Interval Between Onset and Death (BT) YRS		109. BIOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
	(C)		Time Interval Between Onset and Death (CT) YRS		110. AUTOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
	(D)		Time Interval Between Onset and Death (DT) YRS		111. USED IN DETERMINING CAUSE? <input type="checkbox"/> YES <input type="checkbox"/> NO		
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 NONE							
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date) NO					113A. IF FEMALE, PREGNANT IN LAST YEAR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK		
PHYSICIAN'S CERTIFICATION	114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED Decedent Attended Since: Decedent Last Seen Alive: (A) 12/05/2001 (B) 04/04/2021		115. SIGNATURE AND TITLE OF CERTIFIER ▶ WILLIAM STEVEN LONGFELLOW M.D.		116. LICENSE NUMBER A50581	117. DATE mm/dd/yyyy 04/08/2021	
	118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE WILLIAM STEVEN LONGFELLOW M.D. 71780 SAN JACINTO DR BLDG H-1, RANCHO MIRAGE, CA 92270						
CORONER'S USE ONLY	119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED		120. INJURED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		121. INJURY DATE mm/dd/yyyy		
	122. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		122. HOUR (24 Hours)				
	123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)						
	124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)						
125. LOCATION OF INJURY (Street and number, or location, and city, and zip)							
126. SIGNATURE OF CORONER / DEPUTY CORONER			127. DATE mm/dd/yyyy		128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		

STATE REGISTRAR A B C D E FAX AUTH.# CENSUS TRACT

CERTIFIED COPY OF VITAL RECORD

STATE OF CALIFORNIA }
 COUNTY OF RIVERSIDE } SS

This is a true and exact reproduction of the document officially registered and placed on file by the Riverside University Health System, Department of Public Health

* 0 0 1 9 3 3 5 4 4 *

DATE ISSUED **Apr 15, 2021**

Dr. Cameron Kaiser, M.D., County Health Officer
 RIVERSIDE COUNTY, CALIFORNIA

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



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

**ATTACHMENT "A"
TO
STATE OF NEVADA
DECLARATION OF VALUE**

copy

This is not a transfer. The document being recorded is an affidavit advising individuals reviewing title to these lots that Thoma C. Nicolls has died.

COPY

ATTACHMENT "B"
TO
STATE OF NEVADA
DECLARATION OF VALUE

COPY

CERTIFICATION OF TRUST
[CALIFORNIA PROBATE CODE SECTION 18100.5]

**Thoma C. Nicolls Trust Created Under
A Trust Agreement dated April 30, 1987**

Eric C. Futterer, Trustee of the Thoma C. Nicolls Trust created under a Trust Agreement dated April 30, 1987 executed by Thoma C. Nicolls, as Trustor and Trustee, hereby confirms the following facts and information:

1. Thoma C. Nicolls executed a trust agreement on April 30, 1987, as Trustor and Trustee (the "Trust Agreement") which created a Trust sometimes referred to as the Thoma C. Nicolls Trust dated April 30, 1987. This trust is sometimes referred to in this Certification of Trust as the "Trust."

2. Trustor and Trustee, Thoma C. Nicolls, died on April 4, 2021 causing the Trust Agreement to become irrevocable.

3. The Trust nominates Kenneth T. Futterer, Eric C. Futterer, and Ellen F. Gabnebin to serve as co-trustees, but Kenneth T. Futterer and Ellen F. Gabnebin, have declined to accept the position as a co-trustee in an attached writing.

4. Eric C. Futterer is currently the only acting successor co-trustee of the Trust.

5. This document is a certification of trust with respect to the Trust. It satisfies the requirements of and is in accordance with California Probate Code Section 18100.5 et seq.

6. The co-trustee has attached to this certification the following selected provisions of the Trust:

First paragraph of the Trust Agreement: providing the date the Trust Agreement was created; page 2 of the Trust Agreement.

Original and Successor Trustees: providing the name of the original Trustee and the names of the successor Trustees; page 2 of the Trust Agreement.

Investment Duties of the Trustee: pages 3 through 6 of the Trust Agreement.

Miscellaneous Provisions: pages 6 through 7 of the Trust Agreement.

Signatures: providing the signatures of the Trustor and Trustee; page 8 of the Trust Agreement.

A copy of the Certificate of Death of Thoma Elizabeth Nicolls also known as Thoma Chichester Nicolls;

A copy of a document entitled "Declination to Act as a Co-trustee of the Trust Created under the Trust Agreement dated April 30, 1987 Executed by Thoma C. Nicolls as Trustor and Trustee" signed by Kenneth T. Futterer; and

A copy of a document entitled "Declination to Act as a Co-trustee of the Trust Created under the Trust Agreement dated April 30, 1987 Executed by Thoma C. Nicolls as Trustor and Trustee" signed by Ellen F. Gabnebin.

7. The taxpayer identification number for the Trust is [REDACTED] 6164.
8. The proper vesting for assets included in the Trust is as follows:

Eric C. Futterer, Trustee
of the Thoma C. Nicolls Trust dated April 30, 1987

This vesting may be abbreviated to:

Eric Futterer, TTEE Nicolls Tr 4/30/87

9. The Trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this certification of trust to be incorrect.
10. This certification of trust is being signed by the currently acting trustee of the Trust.
11. This certification is in the form of an acknowledged declaration as required by Probate Code Section 18100.5(c).
12. This certification does not include the dispositive provisions of the Trust as permitted by Probate Code Section 18100.5(d).

This certification is executed in Fullerton, California on August 2, 2023.



Eric C. Futterer, Trustee of the Thoma C. Nicolls Trust
created under an agreement dated April 30, 1987

A notary public or other officer completing this certificate verifies only the identify of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

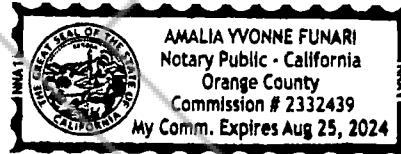
On August 2, 2023, before me, Amalia Yvonne Funari, a Notary Public,
personally appeared Eric C. Futterer,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Amalia Yvonne Funari
Signature of Notary



(Seal)

TRUST AGREEMENT

The Trust Agreement is dated April 30, 1987 between THOMA C. NICOLLS, as Trustor, and THOMA C. NICOLLS, as Trustee.

The Trustor transfers and delivers to the Trustee, the property described in Exhibit "A", attached hereto and made a part hereof, to said Trust. The Trustee acknowledge receipt of this property, which, together with any other property that may later become subject to this trust, shall constitute the trust estate, and shall be held, administered and distributed by the Trustee as provided herein.

ORIGINAL AND SUCCESSOR TRUSTEES

The original Trustee under this Declaration of Trust shall be THOMA C. NICOLLS, to serve with all of the obligations, powers and authority contained within this Trust Agreement.

In the event of the death of THOMA C. NICOLLS, or if for any reason she ceases to serve as Trustee hereunder, the Trustor nominates and appoints KENNETH T. FUTTERER, ELLEN F. GABNEBIN, and ERIC C. FUTTERER to serve as Trustees hereunder without the approval of any Court.

DISTRIBUTIVE PROVISIONS

The Trustee shall apply and distribute the net income and principal of the trust estate in the following manner:

(a) During the lifetime of the Trustor, the Trustee shall make the following payments from the trust estate:

(1) The Trustee shall pay to or apply for the benefit of the Trustor all of the net income from the trust estate in monthly or other convenient installments, unless the Trustee are otherwise directed in writing by the Trustor.

(b) Upon the death of the Trustor, after first paying any inheritance, estate or other death taxes that may by reason of her death be due and which the Trustee may be required to pay, the Trustee shall distribute and deliver all of the remaining balance of the trust estate, including any income from such trust estate that may then be accrued or undistributed, in the following manner:

(1) To: Kenneth T. Futterer of Dover, Arkansas or his issue by right of representation, Ellen F. Gagnebin of Reno, Nevada or to her issue by right representation, Eric C. Futterer of Fullerton, California or his issue by right of representation in equal shares.

(c) If any beneficiary named above dies without issue the Trustee shall divide that portion of the trust estate that would have been said beneficiary's share into as many equal portions as there are named beneficiaries surviving, and the Trustee shall distribute and deliver one of each said portions to each said beneficiary.

(d) Whenever the right of any beneficiary to payments from net income or principal hereunder shall terminate, either by reason of death or otherwise, all such payments accrued or undistributed by the Trustee at the date of such termination shall be distributed to the beneficiary entitled to the next successive interest hereunder, except as otherwise specifically provided.

(e) Upon any division or partial or final distribution of the property of the trust estate, as herein provided, the Trustee may divide or distribute such property in kind, including undivided interests therein, or in its absolute discretion the Trustee may sell all or any part of such property and make such division or distribution in cash or partly in cash and partly in kind; and the decision of the Trustee as to what constitutes a proper division of the trust estate either prior to or upon any distribution thereof shall be binding upon all of the beneficiaries.

(f) The term "issue" as used herein shall mean lawful issue and shall include legally adopted children.

INVESTMENT DUTIES OF THE TRUSTEE

The rights, powers, and duties of the Trustor and of the Trustee with respect to the investment of the trust estate shall be as follows:

(a) The Trustor shall have the right at any time to direct the Trustee in writing with reference to the retention, sale or exchange, encumbrance, lease, management and control of any property of the trust estate, and with respect to the investment or reinvestment of any of the trust funds in any property that the Trustor may deem advisable, whether or not of the character permitted by law for the investment of trust funds. Upon receipt of any such written directions the Trustee shall comply therewith and shall not incur any liability by reason of so doing.

(b) The Trustee is authorized to retain in the trust, for such time as it may deem advisable, any property received by it hereunder during the existence of this trust, or purchased by the Trustee pursuant to the written direction of the Trustor as provided herein, including shares of the Trustee's own stock, whether or not of the character permitted by law for the investment of trust fund.

(c) The Trustee shall have the power, with respect to the property of the trust estate or any part thereof, and upon such terms and in such manner as it may deem advisable, to sell, convey, exchange, convert, improve, repair, manage, operate and control; to lease for terms within or beyond the terms of this trust and for any purpose, including exploration for and removal of gas, oil and other minerals, to borrow money for any trust purpose, and to encumber or hypothecate by mortgage, deed of trust, pledge or otherwise; to carry insurance of such kinds and in such amounts as the Trustee may deem advisable, at the expense of the trust; to compromise or otherwise adjust any claims against or in favor of the trust; to commence or defend such litigation with respect to the trust or any property of the trust estate as it may deem advisable, at the expense of the trust; to invest and reinvest the trust funds in such property as the Trustee may deem advisable, whether or not of the character permitted by law for the investment of trust funds, and with respect to securities held in the trust, to vote, give proxies and pay assessments or other charges, to participate in foreclosures, reorganizations, consolidations, mergers and liquidations, and incident thereto to deposit securities with and transfer title to any protective or other committee upon such terms as the Trustee may deem advisable, and to exercise or sell stock subscription or conversion rights; and the Trustee shall have such additional powers as may now or hereafter be conferred upon it by law or as may be necessary to enable the Trustee to administer this trust in accordance with the provisions of the Trust Agreement subject to any limitation thereof.

(1) The Trustee shall have no right, duty or responsibility to recommend, initiate or make any sales or exchanges of any personal property in the trust other than obligations secured by real estate, or any investments of the trust funds, or to possess or maintain any of the real property in the trust, or to exercise any of the powers hereinabove granted to the Trustee in paragraph (c) of this Section or perform any services in connection with such real property or in connection with any obligations secured by real estate held in the trust, other than to collect the income from such real property and such obligations secured by real estate, unless the Trustee is directed in writing to do so by the Trustor as provided in paragraph (a) of this Section; except that the Trustee shall have full authority to carry public liability or any other type of insurance covering the real property in the trust in such amount and form as the Trustee may require for its own protection, at the expense of the trust.

(2) The Trustee shall have no right, duty or responsibility to make any sales or exchanges of any personal property in the trust other than obligations secured by real estate, or any investments of the trust funds, or to possess or maintain any of the real property in the trust, or to exercise any of the powers hereinabove granted to the Trustee in paragraph (c) of this Section or perform any services in connection with

such real property or in connection with any obligations secured by real estate held in the trust, other than to collect the income from such real property and such obligations secured by real estate, unless the Trustee is directed in writing to do so by the Trustor as provided in paragraph (a) of this Section; but the Trustee shall from time to time furnish investment advice and recommendation in writing to the Trustor with respect to any of the property in the trust and the Trustee shall execute such recommendations only in accordance with the written directions of the Trustor, and the Trustee shall not incur any liability by reason of so doing. The Trustee shall have full authority to carry public liability or any other type of insurance covering the real property in the trust in such amount and form as the Trustee may require for their own protection, at the expense of the trust.

(3) The Trustee shall have full power and responsibility with respect to the management and investment of the trust estate in accordance with the provisions of paragraph (c) of the Section.

(4) If at any time the Trustor should be incompetent or should in the judgment of the Trustee be unable for any other reason to act in his own behalf, the Trustee may in its absolute discretion pay to or apply for the benefit of such Trustor, in addition to the payments hereinabove provided for such Trustor, such amounts from the principal of the trust estate up to the whole thereof, as the Trustee may from time to time deem necessary or advisable for the use and benefit of such Trustor.

(d) In exercising its discretionary authority with respect to the payment of net income or principal of the trust estate or any share thereof to any beneficiary under any of the provisions hereinabove set forth, the Trustee shall take into consideration any income of or other means of care, maintenance, support and education available to such beneficiary from sources outside of this trust that may be known to the Trustee; and the determination of the Trustee with respect to the necessity for and the amounts of any payments from net income or principal to be made to or for the benefit of any such beneficiary, as hereinabove provided, shall be conclusive upon all persons howsoever interested in this trust.

(e) If at any time the Trustor should be incompetent or should in the judgment of the Trustee be unable for any other reason to act in his own behalf, then during such time Trustee shall have full power and responsibility with respect to the management and investment of the trust estate in accordance with the provisions of paragraph (c) of this section.

ADDITION, AMENDMENT AND REVOCATION PROVISIONS

The following provisions shall determine all matters relating to additions to the trust and amendment and revocation of this Trust Agreement:

(a) The Trustor shall have the right at any time either during her lifetime or by Will at her death, to add to this trust other property acceptable to the Trustee, which additional property, upon its receipt and acceptance by the Trustee, shall become a part of the trust estate.

(b) The Trustor shall have the right at any time to amend any of the provisions of this Trust Agreement or any amendment thereto, by an agreement in writing executed by the Trustor and the Trustee. During the lifetime and competency of the Trustor, the Trustor shall have the right to revoke this trust in whole or in part by an instrument in writing executed by her, and delivered to the Trustee.

(c) As soon as reasonably possible after the Trustee receive notice of revocation, the Trustee shall cause property then in its hands to be transferred to the Trustor.

MISCELLANEOUS PROVISIONS

The following are certain miscellaneous provisions of this Trust Agreement:

(a) The Trustee shall have the following rights and powers with respect to the management of the trust estate:

(1) The Trustee is authorized to loan or advance its own funds to the trust for any purpose thereof, at the then current rate of interest, and any such loan or advance, together with interest, shall be a first lien against the trust estate and shall be repaid therefrom.

(2) The Trustee may hold securities or other property in this trust in its name as Trustee hereunder, or in its own name, or in the name of its nominee, or the Trustee may hold such securities unregistered in such condition that ownership will pass by delivery.

3 All property taxes, assessments, fees, charges and other expenses incurred by the Trustee in the administration or protection of this trust, including the compensation of the Trustee as provided herein, shall be a charge upon the trust estate and shall be paid by the Trustee in full out of the principal or in full out of the income of the trust estate, or partially out of each of them, in such manner and proportions as the Trustee in its absolute discretion may determine to be advisable, prior to final distribution of the trust property; and

The determination of the Trustee shall be conclusive upon all persons howsoever interested in this trust.

(4) The Trustee shall have full power and authority to determine, in its absolute discretion, what shall constitute principal of the trust estate, gross income therefrom and net income distributable under the terms of this trust, except as herein otherwise specifically provided, and the determination of the Trustee with respect to all such matters shall be conclusive upon all persons howsoever interested in this trust.

(b) All rights granted to any person by any provision of this Trust Agreement may be exercised by such person at any time during his or her lifetime, unless otherwise specifically provided herein; except that if a guardian for the person or estate or a conservator of the person or property of any such person has been appointed by a court of competent jurisdiction, then neither such person nor any such guardian or conservator shall have any power to exercise any such rights of such person. The terms "incompetent" or "incompetency" or other words of similar import as used herein shall be construed as referring to all cases where any such guardian for or any such conservator of any such person has been appointed by a court of competent jurisdiction; and the terms "competent" or "competency" or other words of similar import as used herein shall be construed as referring to all cases where no such guardian for and no such conservator of any such person has been appointed by a court of competent jurisdiction.

(c) The Trustee shall have the right to resign at any time, and upon such resignation the Trustor shall appoint a successor Trustee; and in the event of the failure, refusal or inability of the Trustor to do so, then the Trustee or any beneficiary of the trust may secure the appointment of a successor trustee by a court of competent jurisdiction, at the expense of the trust.

(d) This trust has been accepted by the Trustee and will be administered in the State of California, and its validity, construction and all rights thereunder shall be governed by the laws of that State. If any provision of this Trust Agreement should be invalid or unenforceable, the remaining provisions thereof shall continue to be fully effective.

(e) No beneficiary of this trust shall have any right to alienate, encumber or hypothecate his or her interest in the principal or income of the the trust in any manner, nor shall such interest of any beneficiary be subject to claims of his or her creditors or liable to attachment, execution or other process of law.

FEES

The Trustee shall receive reasonable compensation for services rendered.

AMENDED TRUST

By execution of this document by Trustor and Trustee parties amend and substitute this form of trust for all prior trust agreements and amendments thereto insofar as they are in conflict or in any way restrict the terms of this amended trust.

SIGNATURES

The Trustor and the Trustee executed this Trust Agreement on the day and year hereinabove first written.

Approved:

H. J. Dougherty
H. MORGAN DOUGHERTY
Attorney for Trustor &
Trustee

Thomas C. Nicolls
THOMA C. NICOLLS
Trustor

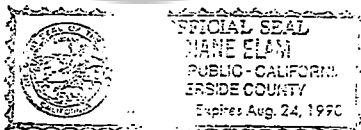
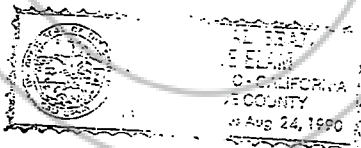
Thomas C. Nicolls
THOMA C. NICOLLS
Trustee

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On this the 30th day of April, 1987 before me, the undersigned, a Notary Public in and for said County and State, personally appeared THOMA C. NICOLLS personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

(Seal)

Deane Elam
Notary Public



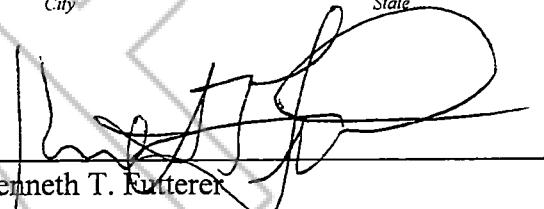
**DECLINATION TO ACT
AS A CO-TRUSTEE OF THE TRUST CREATED
UNDER THE TRUST AGREEMENT DATED APRIL 30, 1987
EXECUTED BY THOMA C. NICOLLS AS TRUSTOR AND TRUSTEE**

I, Kenneth T. Futterer, acknowledge the following: (1) on April 30, 1987, my mother, Thoma C. Nicolls executed a Trust Agreement creating a Trust which does not include a trust name (the "Trust"); and (2) I am nominated as a successor co-trustee of the Trust following the death of my mother, Thoma C. Nicolls, on April 4, 2021.

I hereby decline to act as a co-trustee of the Trust. Therefore, my sister, Ellen F. Gagnebin, and my brother Eric C. Futterer, will act alone as co-trustees of my mother's Trust.

I agree that if I send a signed copy of this document as an attachment to an email or by fax that my signature thereon shall be considered as effective as an "ink signed" original.

Executed on ^{Oct} September 9, 2021 in Indio, CA.
City State



Kenneth T. Futterer

RNP
SEE
ATTACHED
10.09.21

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

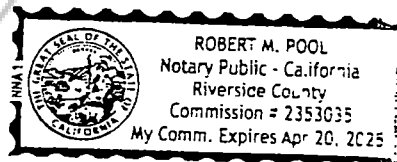
County of Riverside

On 10.09, 2021, before me, Robert M. Pool, NOTARY PUBLIC, personally appeared Kenneth T Futterer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____

A handwritten signature in black ink, appearing to read 'R M Pool', written over a horizontal line.

(Signature of Notary Public)

PLACE NOTARY SEAL ABOVE

Document Title: Certificate of trust

**DECLINATION TO ACT
AS A CO-TRUSTEE OF THE TRUST CREATED
UNDER THE TRUST AGREEMENT DATED APRIL 30, 1987
EXECUTED BY THOMA C. NICOLLS AS TRUSTOR AND TRUSTEE**

I, Ellen F. Gabnebin, acknowledge the following: (1) on April 30, 1987, my mother, Thoma C. Nicolls executed a Trust Agreement creating a Trust which does not include a trust name (the "Trust"); and (2) I am nominated as a successor co-trustee of the Trust following the death of my mother, Thoma C. Nicolls, on April 4, 2021.

I hereby decline to act as a co-trustee of the Trust. Therefore, my brothers, Kenneth T. Futterer and Eric C. Futterer, will act alone as co-trustees of my mother's Trust.

I agree that if I send a signed copy of this document as an attachment to an email or by fax that my signature thereon shall be considered as effective as an "ink signed" original.

Executed on September 10th, 2021 in Andio, CA.
City State

Ellen F. Gabnebin
Ellen F. Gabnebin

not
10-04-21
SEE
ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On 10-09, 2021, before me, Robert M. Pool, NOTARY PUBLIC, personally appeared Ellen F. Gabrehan

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Signature of Notary Public)

PLACE NOTARY SEAL ABOVE

Document Title:

Certificate of trust

1616 8th Street
PO Box 218
Minden, NV 89423
Phone (775) 782-9025
Fax (775) 783-6413



Recorder@douglasnv.us
www.douglascountynv.gov

Office of Douglas County Recorder
Shawnyne Garren – Recorder

LEGIBILITY NOTICE

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties right may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy.

Eric C. Futterer

Signature

8-3-2020

Date

ERIC C. FUTTERER

Printed Name