

Agreement for Transfer of Control

New West Broadcasting Systems, Inc. (“NWBS”) is filing this long form transfer of control application to report the 2012 assignment of Joseph E. Hart and Rhonda K. Hart’s (hereinafter referred to individually as “Mr. Hart” or “Mrs. Hart,” or collectively as the “Harts”) interests in NWBS to the 2 Bits Family Trust (the “Trust”), as set forth in the below attached Assignment of Shares agreement.

On November 5, 2012, the Harts assigned to the Trust their entire interests in several FCC licensees, including NWBS. Mr. Hart and Mrs. Hart were initially appointed as co-trustees of the Trust and served as such until Mr. Hart’s death on September 11, 2022. Following Mr. Hart’s death, Mrs. Hart, as surviving grantor, appointed the Harts’ daughter Trisha K. Hart as co-trustee, as set forth in the below attached Certificate of Incumbency and Appointment and Acceptance of Co-Trustee documents. The co-trustees of the Trust currently are Trisha K. Hart and Rhonda K. Hart.

The beneficiaries of the Trust are the Harts’ surviving children which currently are the following: Cari Jo Hart Hokanson; Trisha Kay Hart; Jodi Rileen Hart Wilson; and Amy Jean Hart Bleak.

With the 2012 assignment of the Harts’ interests to the Trust and the 2022 appointment of Trisha K. Hart as co-trustee, the changes in interest in NWBS are as follows:

BEFORE	AFTER
Joseph E. Hart 50% Voting / 50% Total Assets	Joseph E. Hart 0% Voting / 0% Total Assets
2 Bits Family Trust 0% Voting / 0% Total Assets	2 Bits Family Trust 0% Voting / 50% Total Assets
Estate of Lowell T. Patton 50% Voting / 50% Total Assets	Estate of Lowell T. Patton 50% Voting / 50% Total Assets
Rhonda K. Hart 0% Voting / 0% Total Assets	Rhonda K. Hart 25% Voting / 0% Total Assets
Trisha K. Hart 0% Voting / 0% Total Assets	Trisha K. Hart 25% Voting / 0% Total Assets

It should also be noted that, until recently, NWBS was unaware that the transfer of the Harts’ interests to the Trust necessitated the filing of a transfer of control application. NWBS only became aware as a result of recent conversations with counsel following Mr. Hart’s death.

Attachments

Attached hereto are the following Trust documents:

1. Assignment of shares, dated November 5, 2012;
2. First Amendment and Total Restatement of Trust, dated March 25, 2021 (“Trust Agreement”);
3. Certificate of Incumbency, dated October 20, 2022; and
4. Appointment and Acceptance of Co-Trustee, dated October 20, 2022.

The Schedules to the Trust Agreement listed below have been omitted because they do not reflect on the qualifications of the parties, nor do they contain information relevant to whether the structure of the transaction complies with the Commission’s rules. The Schedules contain public information already available or proprietary information relating to the licensee and the stations. Therefore, the Schedules need not be submitted to the Commission but will be provided upon the Commission’s request. *See LUJ, Inc. and Long Nine, Inc.*, Memorandum Opinion and Order, 17 FCC Rcd 16980 (2002).


SCHEDULES

Schedule A	Assets of the Trust Estate
Schedule B	Specific Gifts upon the Death of the Decedent
Schedule C	Specific Gifts upon the Death of the Survivor

ASSIGNMENT OF SHARES

The undersigned, **Joseph E. Hart** and **Rhonda K. Hart**, hereby assign all their right, title, and interest, in and to **New West Broadcasting Systems, Inc.**, an Arizona Corporation, to **Joseph E. Hart** and **Rhonda K. Hart**, Trustees of **2 Bits Family Trust** dated November 5, 2012.

Dated November 5, 2012.



Joseph E. Hart



Rhonda K. Hart

ACCEPTANCE OF ASSIGNMENT

The undersigned, **Joseph E. Hart** and **Rhonda K. Hart**, as Trustees of **2 Bits Family Trust**, hereby accept the assignment of the above-described corporate shares in **New West Broadcasting Systems, Inc.**. **Joseph E. Hart** and **Rhonda K. Hart**, on behalf of the Trust, hereby agree to assume all obligations of **Joseph E. Hart** and **Rhonda K. Hart**, and to be subject to all restrictions to which **Joseph E. Hart** and **Rhonda K. Hart** are subject under the By-Laws, Shareholder Agreements, and other corporate agreements, as such obligations and restrictions are applicable to the transferred corporate shares.

Dated November 5, 2012.

2 Bits Family Trust dated November 5, 2012

By: 

Joseph E. Hart, Trustee

By: 

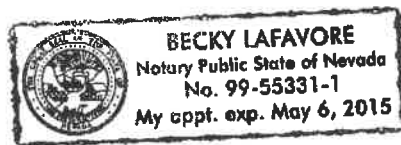
Rhonda K. Hart, Trustee

STATE OF NEVADA)
)ss.:
COUNTY OF CLARK)

On the 5th day of November, 2012 before me, a Notary Public in and for said State, personally appeared **Joseph E. Hart** and **Rhonda K. Hart**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this instrument and acknowledged that they executed it.



NOTARY PUBLIC



2 BITS FAMILY TRUST
FIRST AMENDMENT AND TOTAL RESTATEMENT

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2 BITS FAMILY TRUST
FIRST AMENDMENT AND TOTAL RESTATEMENT

This FIRST AMENDMENT TO AND TOTAL RESTATEMENT OF TRUST is made by **JOSEPH E. HART** and **RHONDA K. HART** as Grantors (hereinafter referred to as the "GRANTORS") and **JOSEPH E. HART** and **RHONDA K. HART** as Trustees (hereinafter referred to as the "TRUSTEES") this 25th day of March, 2021.

RECITALS

WHEREAS, the Grantors executed a revocable living trust known as the **2 BITS FAMILY TRUST** on November 5, 2012 (hereinafter referred to as "TRUST");

WHEREAS, pursuant to Article 3, Section 3.3 of the Trust, the Grantors are permitted to amend the terms of the Trust; and

WHEREAS, the Grantors desire to amend and completely restate the Trust to reflect their desires.

NOW, THEREFORE, the Grantors do hereby amend and completely restate the Trust.

DECLARATION

This Declaration of Trust is entered into by the Grantors and Trustees in order to establish a trust for the beneficiaries hereinafter named and upon the terms and conditions hereinafter set forth.

The name of this Trust shall be **2 BITS FAMILY TRUST**, and this Trust may be referred to by such name for all purposes.

ARTICLE 0
DEFINITIONS

A. The words "CHILD" and "CHILDREN" mean the blood descendants in the first degree of the parent designated; and "ISSUE" and/or "DESCENDANTS" means the lineal descendants in any degree of the ancestor designated. All such terms shall include adopted persons other than persons who are adults at the time of their adoption. The word "LIVING" shall include unborn persons in the period of gestation.

The Grantors presently have the following children:

<u>NAME</u>	<u>BIRTH DATE</u>
CARI JO HART HOKANSON	JANUARY 10, 1969
TRISHA KAY HART	MARCH 16, 1972

JODI RILEEN HART WILSON
AMY JEAN HART BLEAK

JULY 31, 1973
JULY 3, 1975

- B. The term "CODE" shall mean the INTERNAL REVENUE CODE OF 1986, as amended.
- C. The term "DECEDENT" shall mean the first Grantor to die.
- D. The words "INCAPACITY," "INCOMPETENT," or "INCOMPETENCE," as used in this instrument, and the term "UNABLE TO SERVE" or equivalents thereof shall be deemed to include not only a person who has been judicially declared incompetent and a person for whom a guardian or conservator or other fiduciary of the person or estate or both shall have been appointed, but also a person who is incapacitated by reason of physical or mental disability, substance dependency, or other similar cause so as to make it impossible or improbable for such person to exercise consistently good judgment in matters concerning the management of the Trust Estate. Such incapacity shall be determined in the sound discretion of the nonincapacitated acting Trustee and may be evidenced by the written statement of such person's attending physician (who represents that he or she is certified by a recognized medical board). A person or institution designated as a successor Trustee may commence acting in such capacity upon such evidence without liability by reason thereof. The Trustee may assume that the person is not incompetent unless the Trustee is in receipt of such physician's certification or unless the person shall have been judicially declared incompetent. Such person's capacity shall be deemed restored upon a written statement to that effect by the original, certifying physician, or another licensed board certified physician.
- E. The term "PRIMARY BENEFICIARY" shall have the meaning described in Article 8.
- F. The term "SURVIVOR" shall mean the Grantor living after the death of the first Grantor to die.
- G. The term "TRUSTEE" shall be deemed to include any successor Trustee or Co-Trustee.
- H. The term "TRUST ESTATE" shall refer to any property which is intended to be transferred, as well as property that is transferred or received by the Trustee to be held under the terms of this Trust.
- I. The masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

ARTICLE 1
TRUST ESTATE

1.1. The Grantors will or have conveyed, transferred, assigned, and/or delivered to the Trustee without consideration all of their right, title, and interest in and to the property described on **SCHEDULE A** attached hereto and made a part hereof. The property described on **SCHEDULE A** is

acknowledged by the Grantors to be their community property, and such property and any community property subsequently added to the Trust and the proceeds thereof shall remain the community property of the Grantors subject, however, to the provisions of this Trust.

1.2. The property described on **SCHEDULE A** is intended to be part of the Trust Estate.

1.3. The Grantors shall furnish the Trustees information as to the character of any property transferred to the Trust Estate, and the Trustees shall, based upon such information, maintain adequate records which shall segregate and identify the community property of the Grantors, and the separate property of each of them, if received. The Trustees shall and shall aggregate and identify any property or moneys received upon the sale or exchange of either community property of the Grantors or the separate property of either of them, all to the end that, upon the death of either of the Grantors, property of the Trust Estate originally comprising or traceable to community property of the Grantors, or the separate property of either of them, may be identified for the purpose of determining applicable federal estate or gift taxes or state inheritance taxes and that, in the event of revocation of the Trust Estate, property of the Trust Estate may be conveyed to persons entitled thereto, as hereinafter provided.

1.4. So long as the Grantors are acting as Co-Trustees, they may, at any time in their sole and absolute discretion, cause the legal title to one or more of the assets (specifically including securities) owned by the Trust and comprising a portion thereof to be registered, issued, and held in the name of either of said Co-Trustees alone, without the name of the other Co-Trustee, as long as legal title to the asset is clearly designated to be held by such Co-Trustee in the name of and under the terms and conditions of this Trust Agreement. Such registration may also show the community or separate property character of the property so transferred to the Trust, but is not so required.

ARTICLE 2 **TRUSTEE**

2.1. **INITIAL TRUSTEE(S)**. The Grantors are hereby designated as Co-Trustees of this Trust. While the Grantors are serving as Trustees, either Trustee may bind the Trust. The Grantors shall have the right, but not the obligation, to appoint a Co-Trustee to serve with them at any time; additionally, the Grantors shall have the right to later remove any such Co-Trustee appointed by them. Any such change of Trustee shall be by written instrument signed by the Grantors and delivered to the Trustee.

2.2. **IF ONE GRANTOR IS UNABLE TO SERVE AS TRUSTEE**. If **JOSEPH E. HART**, is unable or unwilling to serve as Trustee, then **RHONDA K. HART** shall serve alone as sole Trustee and she shall have the right, but not the obligation, to appoint another to act as Co-Trustee. If **RHONDA K. HART** is unable or unwilling to serve as Trustee, then **JOSEPH E. HART** shall serve as Trustee with, **TRISHA KAY HART**, or if she is unable or unwilling to serve, then **JODI RILEEN HART WILSON** shall serve as Co-trustee in her stead.

2.3. **IF BOTH GRANTORS ARE UNABLE TO SERVE AS TRUSTEE.** If both Grantors are unable or unwilling to serve as Trustee, then **TRISHA KAY HART** shall serve as successor Trustee. Should **TRISHA KAY HART** for any reason be unable or unwilling to serve as successor Trustee, then **JODI RILEEN HART WILSON** shall serve as successor Trustee. Should **JODI RILEEN HART WILSON** for any reason be unable or unwilling to serve as successor Trustee, then **CARI JO HART HOKANSON** and **AMY JEAN HART BLEAK** shall serve as successor Co-Trustees. Should either **CARI JO HART HOKANSON** or **AMY JEAN HART BLEAK** for any reason be unable or unwilling to serve as successor Trustee, then the remaining of **CARI JO HART HOKANSON** and **AMY JEAN HART BLEAK** shall serve as successor Trustee. Unless otherwise provided, if there is no successor to the then acting Trustee, the then acting Trustee shall have the right to appoint his or her successor in writing.

At such time as the Trust Estate is divided in accordance with Article 8 Section 8.1 A, the Trustee for each of the sub-trusts created thereunder shall be the primary beneficiary for whom such sub-trust was primarily created.

2.4. **ACTION BY SUCCESSOR CO-TRUSTEES.** If Co-Trustees are appointed, all action by the successor Co-Trustees shall require their majority consent to be valid.

2.5. **SURVIVING GRANTOR'S ABILITY TO REMOVE OR APPOINT TRUSTEE.** The surviving Grantor shall have the power to remove any Trustee acting hereunder or to change any successor Trustee appointed hereunder and appoint any person or corporation qualified to conduct a trust business in any jurisdiction as a successor Trustee. A change of a successor Trustee shall be by written instrument signed by the Grantor and delivered to the acting Trustee. The removal of an acting Trustee shall be evidenced by delivery to such Trustee of a written notice of such removal, a written appointment of the successor Trustee, and its acceptance of the Trust in writing. Upon delivery of such instruments to the Trustee to be removed, it shall, after deducting all charges and amounts due to it as such Trustee, and upon receipt of such proper indemnity as it may require, transfer and deliver the Trust Estate, together with an accounting for all acts affecting the Trust since the date of any prior accounting, to the successor Trustee. Thereafter, the Trustee so removed shall have no further powers, discretion, rights, obligations, or duties with reference to the Trust Estate, and all such powers, discretion, rights, obligations, and duties of the Trustee so removed shall inure to and be binding upon such successor Trustee.

2.6. **SUCCESSION OF TITLE TO TRUST ESTATE.** Any successor Trustee shall succeed to all title to the property of the Trust Estate and all powers, rights, discretion, obligations, and immunities of the Trustee hereunder with the same effect as though such successor had been originally named as Trustee.

2.7. **ACTS OF PRIOR TRUSTEE.** A successor Trustee shall not be responsible to the beneficiaries or to the Trust Estate for the acts or omissions of a former Trustee in its administration of the Trust Estate, and a successor Trustee shall not be required to audit or investigate the acts or administration of any former Trustee, nor (unless requested in writing so to do by a person having a present or future beneficial interest under this Trust) shall it have any duty to take action to obtain

redress for breach of trust by a former Trustee.

2.8. **ACCOUNTABILITY OF TRUSTEE.** The accountability or responsibility of a successor Trustee shall be limited to those assets or properties title to which was vested in the prior Trustee as of the date on which the successor Trustee assumed its trusteeship and are either delivered into the possession of the successor Trustee, or the existence of which are known to the successor Trustee.

2.9. **RELEASE OF TRUSTEE.** The successor Trustee may receive from all of the current beneficiaries of the Trust who are competent to act instruments in writing releasing the Trustee from liabilities which may have arisen from the acts or omissions of a former Trustee, and such instruments shall be conclusive as to all parties, born or unborn, who may have an interest in the Trust.

2.10. **COMPETENCY OF A GRANTOR/TRUSTEE.**

A. If, due to physical or mental incapacity, a Grantor is unable to carry out his or her responsibilities as Trustee hereunder, including the custody and management of the Trust principal and income, then in such event such Grantor shall cease to serve as Trustee, and the continuing Grantor shall serve as sole Trustee or, if a Grantor is not then serving, the next named successor Trustee.

B. The successor Trustee shall possess all the rights, duties, and obligations to the same extent as the original Trustee and shall from time to time distribute to or expend for the benefit of the Grantors (or in the event of the incapacity of a Grantor, directly to the other Grantor for the benefit of the incapacitated Grantor) and those dependent upon them the income and sufficient principal which, together with funds known to the successor Trustee to be available from other sources for such purposes, will in the sole discretion of the successor Trustee and consistent with the value of the Trust Estate maintain the Grantors and those dependent upon them as nearly as possible in the mode of living to which they were accustomed prior to one or both of the Grantors becoming incapacitated.

C. During the period of time of incapacity of a Grantor/Trustee, the Trust Agreement, as it relates to the separate property and community property interest of the incapacitated Grantor/Trustee, shall be irrevocable and not amendable, and the Grantor/Trustee shall during this period have no reserved power or rights under the Trust Agreement such as the right to direct investments or withdraw amounts of principal or income.

2.11. **RESIGNATION OF TRUSTEE/ACCEPTANCE OF SUCCESSOR.**

A. **VOLUNTARY RESIGNATION.** Any Trustee may resign the Trusts hereof effective thirty days after written notice of intention to do so given personally or by registered mail to the Grantors or the Survivor or, if the Grantors are not then living, to the beneficiaries then

entitled to the income of said Trusts or to their legal representatives.

B. **APPOINTMENT OF SUCCESSOR.** In the event of resignation, unless there is provision elsewhere for succession, a successor Trustee or Trustees may be appointed by the Grantors, or at the death of the Grantors as provided in Section 2.13, and such successor Trustee or Trustees shall succeed to all the duties and to all of the powers, including discretionary powers, herein granted to the Trustee.

C. **ACCEPTANCE OF SUCCESSOR TRUSTEE.** The succession of the successor Trustee shall be construed as no more than acceptance of the terms of this Trust Agreement as they may apply to the rights, powers, duties, and obligations of the successor Trustee during its tenure as Trustee and shall in no way be construed to mean acceptance, ratification, or approval of any of the acts, omissions, or defaults of the predecessor Trustee or Trustees nor an undertaking by the successor Trustee to audit or verify the records of the predecessor Trustee. The successor Trustee shall be entitled to rely upon any statements and records (which may come into the successor Trustee's possession after a reasonable search) of the predecessor Trustee as to the assets of this Trust and shall have no responsibility or liability hereunder to any person for any of the acts, omissions, or defaults of the predecessor Trustee or Trustees or for the assets of this Trust until reduced to the possession of the successor Trustee.

D. **DELIVERY OF TRUST ESTATE.** A resigning Trustee shall transfer and deliver to its successor the then entire Trust Estate, and it shall thereupon be discharged as Trustee of this Trust and shall have no further powers, discretion, rights, obligations, or duties with reference to the Trust Estate, and all such powers, discretion, rights, obligations, and duties of the resigning Trustee shall inure to and be binding upon such successor Trustee.

2.12. **APPOINTMENT OF INDEPENDENT TRUSTEE.** An Independent Trustee must be one or more persons other than the Grantors, a beneficiary, a spouse of a beneficiary, under a duty to support a beneficiary or a "Related or Subordinate Party" who is subservient to the wishes of Grantors within the meaning of §672 (c) of the Code. Upon the death of both the Grantors, an Independent Trustee may be appointed for the following purposes:

A. **ACTS REQUIRING INDEPENDENT TRUSTEE.** Notwithstanding anything herein to the contrary, upon the death of the Grantors if no independent trustee is acting with respect to this Trust, an Independent Trustee shall be appointed for any matters that require an Independent Trustee under the Code, such as the division of the Trust into Exempt and Non-Exempt Sub-Trusts in accordance with Article 12, or, if deemed necessary or desirable, for any matters set forth in this Article 2, Section 2.12 which should or must be made by a Trustee who is not a beneficiary herein. Such appointment shall be in a separate written document expressly referring to this Section.

B. **POWERS OF INDEPENDENT TRUSTEE.** The Independent Trustee shall take all such actions on behalf of the Trust for the limited matters for which the Independent Trustee was appointed (if the Independent Trustee was only appointed for limited matters) and any other Trustee

then serving shall have no power, obligation, duty or right with respect to such matters.

C. **ABILITY TO TERMINATE TRUST IF UNECONOMICAL.** If the Independent Trustee determines at any time before full distribution of the Trust Estate that the principal of any trust or Sub-Trust held for any beneficiary is so small that administration thereof is uneconomical in relation to the benefits derived therefrom, the Independent Trustee may terminate such trust and distribute all remaining principal and accrued and undistributed income to such beneficiary.

D. **LIMITED POWER OF INDEPENDENT TRUSTEE TO AMEND.** The Independent Trustee shall have the power, acting alone, to amend the Trust in any manner required for the sole purpose of ensuring that the Trust complies and continues to comply with the Code and all other applicable local, state, or federal laws governing the terms of this Trust.

E. **RESIGNATION OF INDEPENDENT TRUSTEE.** If the Independent Trustee was appointed specifically to address issues requiring an Independent Trustee pursuant to this Section, and such matters relating to the appointment do not exist or cease to exist, and the Independent Trustee is not the Trustee, then the Independent Trustee shall immediately resign and submit a final accounting and deliver any trust assets under his or her possession or control to the Trustees.

F. **ABILITY TO RETAIN PROFESSIONALS.** The Independent Trustee shall have the power to hire and use experts including, without limitation, appraisers, accountants, attorneys and actuaries to assist the Independent Trustee in his duties and shall be entitled to rely on such experts' advice and the cost of such experts shall be paid from the assets of the Trust estate.

G. **POWER TO MAKE DISCRETIONARY DISTRIBUTIONS.** Notwithstanding any provision in Article 8 Section 8.1 B to the contrary, in the event there is an Independent Trustee as defined in this Article 2 acting as Trustee or Co-Trustee, the Independent Trustee (without consent of a Co-Trustee that is a beneficiary hereunder) may pay or apply such distributions of income and/or principal to the beneficiaries in such amounts as the Independent Trustee deems necessary in his or her sole and absolute discretion for the comfort, use, enjoyment, and happiness of the beneficiaries.

2.13. **REMOVAL AND/OR APPOINTMENT OF TRUSTEE.** Unless otherwise provided, upon the death of both Grantors, the right to appoint a Co-Trustee to serve with a Trustee of any trust or trusts hereunder, and the right to remove any then acting or successor Trustee or Independent Trustee, with or without cause, of any trust or trusts hereunder and appoint successor Trustees, is given to the first in order of the following listed persons as to the trust or Sub-Trust indicated below:

A. Each primary beneficiary who has then attained the age of twenty-five (25) years, but only as to any separate trust or trusts hereunder with respect to which such person is then the primary beneficiary;

B. As to each and every trust hereunder the Trustee of which is not then subject to removal by anyone else as provided above, the eldest adult primary beneficiary;

C. If no Trustee is subject to removal by anyone provided above, then such removal and appointment right shall be made only by the parent or legal guardian of the then income beneficiaries of each trust, provided that in the event there is more than one current income beneficiary of any trust and there is a dispute among their parents or their guardians, the majority shall prevail.

Any removal under the above provisions shall be by written notice to the Trustee being thus removed, setting forth the effective time and date of such removal. In the event that a Trustee needs to be appointed in accordance with either (A) through (C) above, if a primary beneficiary is under the age of twenty-five (25) years, then only a corporate trustee or a professional fiduciary may be appointed as Trustee of such primary beneficiary's sub-trust share. For purposes of this Section, "corporate Trustee" shall mean a bank or financial institution that provides trustee services for trusts of this nature while maintaining adequate levels of capital and insurance to carry out its duties in an ethical, professional, and efficient manner, and "professional fiduciary" shall mean an individual whose employment routinely focuses on providing trustee services for trusts of this nature while maintaining ethical, professional and efficient professional standards.

2.14. **PROVISION FOR THE DELAY OF TRUSTEESHIP.** If permitted by the terms of this Agreement, upon such time that a primary beneficiary may become a Trustee of a Sub-Trust upon the death of the Grantors, a primary beneficiary may not serve as Trustee, continue to serve as Trustee, or have the ability to remove and replace a Trustee in accordance with Section 2.13 (unless such removal and replacement involves an Independent Trustee that is either a Corporate Trustee or Professional Fiduciary) if the Trustee (not including any primary beneficiary serving as Trustee) shall determine, in the Trustee's sole and absolute discretion, that the primary beneficiary's services as Trustee are not in the primary beneficiary's best interest, such as when such service:

A. Would facilitate the claims of others against the primary beneficiary's Trust Estate, including but not limited to, creditor's claims, the Federal Bankruptcy Court, a former or present spouse, or federal, state or local taxes;

B. Would be inappropriate because of the primary beneficiary's physical or mental condition or because of the primary beneficiary's inability to handle his or her own financial affairs;

C. Would be inappropriate because of the primary beneficiary's alcohol or substance abuse problem as reasonably determined by the Trustee; or

D. Would subject the Trustee or the primary beneficiary to liability or to increased exposure to liability.

In the event that the Trustee reasonably delays a primary beneficiary from becoming the Trustee or continuing to serve as Trustee of such primary beneficiary's trust share, the Trustee

shall not be liable for such determination as long as the Trustee acted in good faith. The then acting Trustee may transfer Trusteeship to such primary beneficiary at such time as the Trustee, in his or her reasonable judgment, believes the event causing the delay of Trusteeship ceases.

2.15. **TRUSTEE COMPENSATION.** A Trustee shall be entitled to reasonable compensation for its services. In the case of a Corporate Trustee, such compensation shall be in accordance with its standard schedule of fees. A Trustee shall be reimbursed for all reasonable out-of-pocket expenses incurred by the Trustee in connection with the performance of the Trustee's duties.

2.16. **BOND.** No Trustee shall be required to post bond or other security for the faithful performance of his or her duties in any state or jurisdiction.

ARTICLE 3 **RIGHTS AND PRIVILEGES OF GRANTORS**

The Grantors specifically reserve the following rights and privileges:

3.1. **THE RIGHT TO ADD PROPERTY TO TRUST.** While both are living, the Grantors, jointly or either of them or any other person, may from time to time add policies of insurance or other property, real, personal, or mixed to the Trust Estate or any part thereof by deed, assignment, bequest, or devise and/or cause the Trustee to be named as beneficiary of certain policies of insurance or any profit-sharing, pension, compensation, or other fund, and if so added, such property shall thereupon be subject in all respects to the terms and provisions hereof in the same manner as if originally included hereunder.

3.2. **RIGHT TO WITHDRAW.** While both Grantors are living, the community property included in the Trust Estate may be withdrawn in whole or in part by an instrument in writing signed by both of the Grantors and delivered to the Trustee. Any separate property included in the Trust Estate may similarly be withdrawn by the Grantor who contributed it to the Trust. In the event of any such withdrawal, property which constitutes or is traceable to community property of the Grantors shall revert to both Grantors as their community property, and separate property shall revert to the Grantor who contributed it and shall constitute his or her separate property as if this Trust had not been created.

3.3. **RIGHT TO REVOKE AND AMEND.** While both are living, the Grantors acting together shall have the full and unrestricted power to revoke, alter, or amend this Trust Agreement upon notice to the Trustee. Revocation, alteration, or amendment of any term of this Agreement shall be by an instrument in writing signed by both of the Grantors and the Trustee. If any revocation, alteration, or amendment has the effect of removing any property from the Trust Estate, the Trustee shall cause such property to be transferred to the person or persons in the manner provided in Section 3.2.

3.4. **POWERS OF REVOCATION AND AMENDMENT PERSONAL TO GRANTORS.** The powers of the Grantors to revoke or amend this Trust Agreement are personal to the Grantors and shall not be exercisable in the Grantors' behalf by any guardian, conservator, or other person.

3.5. **REVOCATION AND AMENDMENT BY SURVIVOR.** On the death of the Decedent, the Survivor shall have the power to amend, revoke, or terminate the Survivor's Trust in whole or in part, but the Marital Trust may not be amended, revoked, or terminated. On the death of the Survivor, none of the Trusts may be amended, revoked, or terminated. On revocation or termination of all or part of the Survivor's Trust by the Survivor, any assets so affected by such revocation or termination shall be delivered to the Survivor. Revocation and amendment by the Survivor shall be made by serving written notice to the Trustee.

ARTICLE 4
DISTRIBUTION OF INCOME AND PRINCIPAL
WHILE GRANTORS ARE LIVING

4.1. During the Grantors' lifetimes, Grantors may reside in any residence and have the use of any tangible Trust assets free of rent. The Trustee shall pay to or apply for the use and benefit of the Grantors the net income and principal of community property comprising the Trust Estate as shall be requested by Grantors.

4.2. The entire net income and principal from separate property shall be paid to or for the use and benefit of the Grantor who contributed it at his or her request.

4.3. If at any time during their joint lifetime, either Grantor should become incompetent or should for any other reason be unable to act on his or her own behalf, the Trustee shall pay to or apply for the benefit of such Grantor, or to the Grantor not disabled for the benefit of both, such amounts of net income and principal of the Trust Estate, first from the community property and then from such Grantor's separate property, up to the whole thereof, as the Trustee may from time to time deem advisable, to provide for his maintenance in health and reasonable comfort in accordance with his accustomed standard of living and to support those dependent on him without regard to such Grantor's other means outside of this trust. Any income not so used shall be added to principal of the community or separate estate, as the case may be.

4.4. During any period of a Grantor's incompetency, the Trustee, in such Trustee's sole judgment and without liability, is specifically directed to make distributions from the Trust Estate, first from such Grantor's separate property and then from the community property, (with the consent of such Grantor's spouse if competent to act) as are necessary to carry out in the Grantors' behalf any plan or pattern of family and/or charitable gifts (1) which had theretofore apparently been established or clearly contemplated by the Grantor or (2) which, in the opinion of Trustee, a duly appointed conservator for the Grantor would be permitted to make and would deem advisable to make from the assets of the conservatorship estate.

ARTICLE 5
UPON THE DEATH OF THE FIRST GRANTOR

5.1. **EXPENSES OF DECEDENT.** The Trustee shall pay from the Trust Estate, to the extent the Trustee determines such amounts have not been otherwise paid or provided for, and except as otherwise specifically provided, as a whole and without apportionment, deduction, or adjustment among the beneficiaries of such trust, the following:

- A. Last illness and funeral expenses of Decedent;
- B. Bona fide debts of Decedent (chargeable against such trust in accordance with Nevada Law in effect at the date of Decedent's death);
- C. Estate and inheritance taxes due with respect to property that is or becomes an asset of the Trust Estate; and
- D. Expenses of administration incurred in administering Decedent's probate estate.

5.2. **RESIDENCE OF GRANTORS.** If at the death of Decedent, any residence occupied by the Grantors at the time, and the contents thereof, such as household furniture, furnishings, silverware, china, and like items of tangible property, shall be or become an asset of the Trust Estate (any one or more of the separate trusts created herein), then the Trustee, without regard to the nonincome producing character of such residence and contents, shall continue to hold them as an asset of the Trust Estate (as part of the separate trusts) so long as the Survivor desires to occupy the residence and use the contents, permitting such occupancy by the Survivor without any charge for rent, and paying from the Survivor's Trust or the Marital Trust, in the discretion of the Trustee, all taxes and expenses of maintenance, upkeep, and repair of such residence. If such residence should be disposed of with the consent of the Survivor, and he desires a replacement residence, the Trustee shall purchase and hold, upon the same terms as just specified, or rent or lease a suitable residence.

5.3. **SPECIFIC GIFTS/DIVISION OF TRUST ESTATE.** Upon the death of the Decedent, the Trustee shall distribute the specific gifts, if any, set forth on **SCHEDULE B** attached hereto and hereby incorporated by reference. The Trustee shall divide the remaining Trust Estate, including that received upon or by reason of the death of a Grantor, into two (2) separate trusts to be designated as the Survivor's Trust and the Marital Trust.

ARTICLE 6
SURVIVOR'S TRUST

6.1. The name of the Survivor's Trust shall be: **"THE 2 BITS SURVIVOR'S TRUST"** (hereinafter **"SURVIVOR'S TRUST"**). There shall be allocated to the Survivor's Trust the Survivor's

vested interest in the community property and the Survivor's separate property subject to the terms of this trust.

A. The Trustee shall satisfy this allocation to the Survivor's Trust in cash or kind, or partly in each, only with assets eligible for the federal estate tax marital deduction. Assets allocated in kind shall be deemed to satisfy this amount on the basis of their values at the date or dates of allocation. For purposes of this Section 6.1 if the order of the Grantors' deaths cannot be established by proof, then the Grantor having the lower net value estate, as determined in the discretion of the Trustee, shall in all events be deemed to have survived unless the estates of the Grantors are of approximately equal value, in which case wife shall be deemed to have survived.

B. The Trustee is authorized to allocate property to the Survivor's Trust prior to the final determination of federal estate taxes, with allocation being made upon such information as is then available to the Trustee.

C. It is the Grantors' intention to have the entire amount allocated to the Survivor's Trust qualify for the marital deduction under Section 2056 of the Code. In no event shall the Trustee take any action or have any power that will impair the marital deduction, and all provisions regarding this trust shall be interpreted consistently with this primary objective.

D. In funding the Survivor's Trust, the Trustee may take into consideration assets outside of the Trust Estate.

6.2. Notwithstanding the foregoing, the Survivor may make a "qualified disclaimer," as such term is defined under Section 2518 of the Code, with respect to any amounts, assets, or portions of the Decedent's interest in the Trust Estate that were allocated to the Survivor's Trust pursuant to the preceding provisions. The amounts, assets, or portions of the Survivor's Trust so disclaimed shall be allocated to the Disclaimer Trust to be held and administered as hereinafter provided under Article 9. Where necessary to constitute a qualified disclaimer, the Trustee shall segregate into a separate but identical trust any specific property or properties so disclaimed.

6.3. The Survivor shall be entitled to all of the income and such income may be paid to or for the benefit of the Survivor during the remainder of his or her life at any such time as Survivor may request or income may accumulate for the Survivor's benefit. If for any reason the Survivor needs funds for his or her proper support, medical attention, comfort, recreation, or happiness or to assist those to whom the Survivor has a legal obligation to support, the Trustee in its discretion may distribute to the Survivor or for his or her benefit (or for the benefit of such dependents) at any time or times so much of the principal of the Survivor's Trust up to the whole thereof as the Trustee deems proper for such purposes.

6.4. The Survivor shall have the right at any time to withdraw all or any portion of the principal of the Survivor's trust as the Survivor may request in writing.

6.5. A. Upon the death of the Survivor and subject to any power of appointment exercised by the Survivor, the Trustees shall pay out of the principal of the Survivor's Trust the Survivor's just debts, last illness, and funeral expenses, attorneys' fees, and other costs incurred in administering the Survivor's probate estate, as well as estate and inheritance taxes, including interest and penalties, attributable to the Trust Estate and arising on the death of the Survivor.

B. The Survivor shall have the unrestricted right and authority to direct the disposition of the principal of the Survivor's Trust by the terms of the Survivor's Last Will and Testament, irrespective of the date of execution of such Will, to the Survivor's estate or to such person or persons and in such manner as the Survivor alone may elect; provided, however, that such power of appointment shall be exercisable only by specific reference to the power in the Will of the Survivor.

C. Should the Survivor fail to effectually exercise, in whole or in part, the power of appointment described in Section 6.5 B above, then the unappointed portion of the principal of the Survivor's Trust and the unappointed portion of any accrued or undistributed net income therefrom shall be held, administered, and distributed by the Trustees in accordance with the terms and conditions of Article 8.

ARTICLE 7 MARITAL TRUST

7.1. The name of the Marital Trust shall be: **"THE 2 BITS MARITAL TRUST"** (herein referred to as the "MARITAL TRUST"). There shall be allocated to the Marital Trust the Decedent's vested interest in the community property and the Decedent's separate property subject to the terms of this trust.

7.2. The Trustee shall satisfy this allocation to the Marital Trust in cash or kind, or partly in each, only with assets eligible for the federal estate tax marital deduction. Assets allocated in kind shall be deemed to satisfy this amount on the basis of their values at the date or dates of allocation. For purposes of this Section, if the order of the Grantors' death cannot be established by proof, then the wife shall in all events be deemed to have survived. The Trustee is authorized to allocate property to this Trust prior to the final determination of federal estate taxes, with allocation being made upon such information as is then available to the Trustee. The Trustee may thereafter from time to time adjust properties between the Trusts when and if it is determined that the allocation should have been made differently.

7.3 It is the Decedent's intention to have the entire amount allocated to the Marital Trust qualify for the marital deduction under Section 2056 of the Code. In no event shall the Trustee take any action or have any power that will impair the marital deduction, and all provisions regarding this trust shall be interpreted consistently with this primary objective. In the event that no executor is appointed under Decedent's will, and if there is no other personal representative of the estate otherwise qualified to make the election under Section 2056 of the Code to treat all or part of the

Marital Trust as qualified terminable interest property under such Section, then the Trustee is authorized, in Trustee's discretion, to make such election. It is the intent of Decedent that all property included in the Marital Trust be subject to such election.

7.4. Notwithstanding the foregoing, the survivor may make a "qualified disclaimer," as such term is defined under Section 2518 of the Code with respect to any amounts, assets, or portions of Grantor's interest in the Trust Estate that were allocated to the Marital Trust pursuant to the preceding provisions. The amounts, assets, or portions of the Marital Trust so disclaimed shall be allocated to the Disclaimer Trust to be held and administered as hereinafter provided under Article 9. Where necessary to constitute a qualified disclaimer, the Trustee shall segregate into a separate but identical trust any specific property or properties so disclaimed.

7.5. The net income from the Marital Trust shall be paid in monthly or other convenient installments, but in no event less frequently than in annual installments, to or for the benefit of the Survivor during the remainder of his or her life. Income not so paid or applied shall be added to principal at the end of each calendar year. The Trustee shall pay to or apply for the benefit of the Survivor during his or her lifetime so much of the principal of the Marital Trust as the Trustee in its discretion shall deem necessary for the Survivor's support, health, education, or maintenance, taking into consideration the size of the Marital Trust, the future needs of the Survivor, and considering the Survivor's resources outside of this Trust of which the Trustee has actual knowledge. The Trustee shall exercise the powers hereinabove conferred in a liberal manner, and the rights of remaindermen shall be considered of secondary importance.

7.6. The Survivor shall have the limited power to amend or direct the distribution of Marital Trust as of his or her death by the last written instrument delivered to the Trustee during the survivor's lifetime to or for the benefit of any one or more of the **Decedent's descendants**. However, if the Decedent has no descendants, the Survivor may exercise such aforementioned limited power of appointment to or for the benefit of any one or more of the Decedent's parents or descendants of the Decedent's parents. The Survivor may appoint outright or in trust and create new powers of appointment in or for the benefit of any of the objects of this power. This limited power shall not under any circumstances be exercisable in favor of the Survivor, Survivor's estate, Survivor's creditors, the creditors of Survivor's estate, or for the purpose of discharging any legal obligation of the Survivor.

ARTICLE 8

UPON THE DEATH OF THE SURVIVOR

8.1. **DISPOSITION OF TRUST ESTATE.** Upon the death of the Survivor, any payments received upon or by reason of the death of the Survivor shall be allocated to the Survivor's Trust. The Trustee shall make the distributions, if any, set forth on **SCHEDULE C** attached hereto and hereby incorporated by reference. To the extent not effectively appointed, all of the then remainder of the Survivor's Trust and Marital Trust and the Disclaimer Trust, if applicable, shall be combined and the Trustee shall hold same in trust for the Grantors' descendants to be held and distributed as follows:

A. **DIVISION OF TRUST ESTATE INTO SUB-TRUSTS.** The Trustee divide the Trust Estate into as many equal shares as there are surviving children of the Grantors, presently, **CARI JO HART HOKANSON, TRISHA KAY HART, JODI RILEEN HART WILSON, and AMY JEAN HART BLEAK**, and predeceased children of the Grantors leaving surviving descendants. The Trustee shall further divide the proportionate share of a deceased Grantors' child into as many shares as there are living children of such deceased Grantors' child or deceased Grantors' children leaving surviving descendants. Each child of Grantors who is then living for whom a share is set aside and each descendant who is then living of a child of the Grantors who is not then living for whom a per stirpital part is set aside is herein referred to as a "PRIMARY BENEFICIARY." The share or part of a share so set aside for a primary beneficiary shall be held in a separate trust in accordance with the terms and conditions set forth below.

(1) **RETIREMENT BENEFITS.** As it relates to Retirement Benefits (as defined below), the Grantors' intended general purpose is to conserve the Retirement Benefits payable to this Trust (or to any separate trust established hereunder) for the benefit of this Trust's beneficiaries and minimize the income tax liability associated with the Retirement Benefits. Within this general intended purpose, the Grantors grant the Trustee broad authority to administer such Retirement Benefits where the Trust is a designated beneficiary and that to the extent a beneficiary designation does not specifically identify a beneficiary of this Trust for whom the Retirement Benefit is to be held, the Trustee shall divide the Retirement Benefits into the shares as specified in this Section 8.1 A for the benefit of each primary beneficiary. In taking distributions from the Retirement Benefits, the distributions shall take into account the Grantor's instructions to minimize the income tax liability associated with taking distributions from the Retirement Benefits including maximizing the deferral or stretch-out (as permitted by applicable law) of distributions in an income tax efficient manner; and to reduce or avoid penalty taxes. Any distributions from Retirement Benefits shall be added to the share for the benefit of the Grantors' descendant for whom it was established and be distributed in accordance with the provisions of Section 8.1 B below.

(a) The Trustee may take any action, make any election, or follow any procedural requirement of the Code and/or Federal Regulations (or applicable Proposed Regulations), including, but not limited to amending the Trust Agreement.

(b) "Retirement Benefits" shall include, but not be limited to, Individual Retirement Accounts ("IRAs"), Roth IRAs, pension plans, profit sharing plans, 401 (k) plans, 403 (b) plans, and any and all other qualified or non-qualified retirement plans.

B. **DURING PRIMARY BENEFICIARY'S LIFETIME.** Each share or part of a share set aside for a primary beneficiary which is directed to be held upon the terms and conditions as set forth in this Article or this Section shall be held by the Trustee hereinafter named, in a separate trust for the benefit of the primary beneficiary for whom the share or part of a share was set aside and that primary beneficiary's descendants living from time to time during the trust term (hereinafter collectively the "beneficiaries"), for the following uses and purposes: To manage, invest and reinvest the same, to collect the income thereof, and to pay over or apply the net income and principal

thereof, to such extent (including the whole thereof), in such amounts and proportions (including all to one to the exclusion of others), and at such time or times, as the Trustee shall determine, for the health, support, maintenance and education of the beneficiaries, as the Trustee, in the exercise of the Trustee's discretion, shall select. Any net income not so paid over or applied shall be added to the principal of the trust at least annually and thereafter held, administered and disposed of as a part thereof. Notwithstanding any provision to the contrary, a Trustee who is a beneficiary may not make distributions to another beneficiary to discharge the Trustee/beneficiary's legal obligation of support.

C. POWER OF APPOINTMENT UPON DEATH OF PRIMARY BENEFICIARY. Upon the death of the primary beneficiary, the Trustee shall transfer, convey and pay over the principal of the trust, as it is then constituted, to or for the benefit of such one or more of the descendants of the Grantors, or if the Grantors have no descendants to the Grantors' parents or descendants of the Grantors' parents, the spouse of the beneficiary, or a qualified charitable organization (other than the primary beneficiary, his or her estate or creditors or the creditors of his or her estate), to such extent, in such amount or proportions, and in such lawful interests or estates, whether absolute or in trust including but without limitation, the granting of a presently exercisable general or non-general power of appointment, as the primary beneficiary may by his or her Last Will and Testament appoint by specific reference to this power; provided, however, that the primary beneficiary is prohibited without the prior written consent of the Trustee from exercising any such power of appointment over any trust created hereunder that has an inclusion ratio of less than one (1) for generation-skipping transfer tax purposes in a manner that would cause Section 2041(a)(3) or Section 2514(d) of the Code to apply by reason of such exercise, and any such exercise shall be void; and provided further that any appointment in favor of the spouse of a descendant of the Grantors shall consist only of the greater of an income interest for life or a 6% unitrust interest for life in the portion appointed for such spouse, the remainder of which shall be payable to or for the benefit of one or more descendants of the Grantors (other than the primary beneficiary, the primary beneficiary's estate and creditors, and the creditors of the primary beneficiary's estate).

The primary beneficiary may, at any time and from time to time during his or her life, by a written, acknowledged instrument delivered to the Trustee, release such power of appointment with respect to any or all of the property subject to such power or may further limit the persons or entities in whose favor or the extent to which this power may be exercised.

If the power of appointment is for any reason not effectively exercised in whole or in part by the primary beneficiary, the principal of the trust, as it is then constituted, to the extent not effectively appointed by him or her, shall, upon his or her death, be disposed of in accordance with the terms and conditions set forth in Section 8.1 D of this Article.

D. DISPOSITION OF UNAPPOINTED PROPERTY FOR DESCENDANTS. Upon the death of the primary beneficiary (referred to in this Section as the "deceased primary beneficiary"), if any descendant of the deceased primary beneficiary is then living, the principal, if any, of the trust directed to be disposed of in accordance with the terms and conditions set forth in this Section shall

be divided into a sufficient number of equal shares so that there shall be set aside one (1) such share for each child of the deceased primary beneficiary who is then living and one (1) such share for the collective descendants who are then living of any child who is not then living of the deceased primary beneficiary. From each such share so set aside for the collective descendants who are then living of any child who is not then living of the deceased primary beneficiary, there shall be set aside per stirpital parts for such descendants. The share or part of a share so set aside for such descendants shall be held in a separate trust in accordance with the terms and conditions set forth in Section 8.1 B and the other provisions of this Article. Notwithstanding any provision to the contrary, a Trustee who is a beneficiary may not make distributions to another beneficiary to satisfy any support obligations of the Trustee/beneficiary.

If no descendant of the deceased primary beneficiary is then living, the principal, if any, of the trust directed to be disposed of in accordance with the terms and conditions set forth in this Section shall be divided into per stirpital shares for the descendants who are then living of the lineal ancestor of the deceased primary beneficiary of the closest degree of consanguinity to the deceased primary beneficiary which ancestor has descendants who are then living and which ancestor is (or was) also a descendant of the Grantors or which ancestor was the Grantors. Each descendant for whom a per stirpital share is set aside is herein referred to as a "primary beneficiary." The share so set aside for a primary beneficiary shall be held in a separate trust in accordance with the terms and conditions set forth in Section 8.1 B and the other provisions of this Article; provided, however, that if a trust already exists under Section 8.1 B of this Article of which that primary beneficiary is also the primary beneficiary, the Trustee, in the exercise of sole and absolute discretion, may instead add the share to that existing trust, thereafter to be held, administered and disposed of as a part thereof.

If no descendant of the Grantors is then living, the principal, if any, of the trust directed to be disposed of in accordance with the terms and conditions set forth in this Section shall be disposed of in accordance with the terms and conditions set forth in Section 8.1 G hereof.

E. GUIDANCE REGARDING PERMISSIBLE DISTRIBUTIONS AND BENEFITS. In exercising the discretionary powers with respect to providing benefits under this Trust Agreement, the Trustee shall be mindful of the fact that the Grantors' primary concern in establishing this Trust is the present and future welfare of the Grantors' children, and secondly, by way of guidance, the Grantors desire but does not direct that older generations of descendants have priority over lower generations of descendants. Finally, the Grantors request the Trustee be liberal in conferring benefits hereunder, particularly for the health (after taking into account any private or governmental medical insurance or other medical payments to which such persons may be entitled), education (including the highest forms of education) and reasonably comfortable support of the permissible distributees. Consistent with the objectives of providing liberally for the personal and financial welfare of the Grantors' descendants, the Trustee is to have broad discretion in planning and making either distributions of trust assets or making the use and enjoyment of trust assets available to the Grantors' descendants. The Trustee may take into account all factors which the Trustee shall deem relevant, including, but not limited to, immediate and future income and transfer tax consequences, the

beneficiaries' current and anticipated support, education, and career and investment objective and, if and to the extent the Trustee deems it appropriate, the beneficiaries' other resources.

F. **INTENTION AS TO DISPOSITION UNDER THIS ARTICLE.** It is the Grantors' general intention that, upon the death of any primary beneficiary (regardless of his or her generation from the Grantors) of any trust under this Article, except to the extent that the primary beneficiary effectively exercises his or her power of appointment, the property in that trust be divided, as set forth above, on a per stirpital basis into trusts for the primary beneficiary's surviving descendants. This Trust shall terminate upon the distribution of all remaining properties, subject to any law against perpetuities then in effect in the State of Nevada.

G. **SAVINGS CLAUSE.** In the event that a child of Grantors predeceases final distribution leaving no surviving descendants, subject to the exercise of the power of appointment, then the predeceased Grantors' child's share shall be held and distributed in equal shares to the surviving child(ren) of the Grantors or their descendants by right of representation, subject to the terms herein. If no children of Grantors or their descendants survive final distribution, then the Trust Estate shall be held and distributed one-half (½) to **JOSEPH E. HART'S** heirs-at-law and one-half (½) to **RHONDA K. HART'S** heirs-at-law outright and free of trust.

8.2. **MEANINGS OF DISTRIBUTION STANDARDS.** As used in this Agreement:

A. **"HEALTH"** shall be construed liberally to include all forms of mental and physical health care and dental care, including (without limitation) at home, nursing home and other extended care, elective procedures and health and dental insurance.

B. **"SUPPORT"** and **"MAINTENANCE"** means support in reasonable comfort considering the beneficiary's accustomed manner of living.

C. **"EDUCATION"** shall be construed liberally to include all expenses of public or private education at the elementary and secondary school level, college, graduate and professional schools, and specialized and vocational training. Such expenses shall include, but are not limited to, tuition, fees, books, supplies, computers and other equipment, room and board, travel between school and the beneficiary's permanent residence, and expenses of extracurricular activities sponsored by the school.

D. **"AS THE TRUSTEE DETERMINES IN HIS DISCRETION"** shall, except as may be expressly provided, be construed liberally so as to confer upon the trustee the greatest amount of power to determine if, when, and for what purposes payments will be made, and the amount of such payments, and the trustee's determination to make or refrain from making payments shall be conclusive on all persons interested in the trust; provided, however, that the foregoing shall not apply to payments authorized to or for a beneficiary's health, support, education or other **"ASCERTAINABLE STANDARDS"** within the meaning of Sections 2041 and 2514 of the Code.

8.3. **ASCERTAINABLE STANDARDS.**

A. Notwithstanding any other provision of this Agreement, whenever payments are authorized to be made to or for a beneficiary's health, support or education, the Grantors intend that such payments are to be limited by "ASCERTAINABLE STANDARDS" within the meaning of Sections 2041 and 2514 of the Code.

B. Except as may be expressly provided, the trustee's power to make payments to or for a beneficiary's health, support or education or other "ASCERTAINABLE STANDARDS" within the meaning of Sections 2041 and 2514 of the Code shall confer upon the trustee the greatest amount of power to determine if and when such payments will be made.

8.4. **FACILITY OF PAYMENTS - INCOME AND PRINCIPAL EXPENDITURES OF GUARDIAN.**

If at any time or from time to time any beneficiary entitled to receive income or principal hereunder shall be a minor or an incompetent, or a person whom the Trustee deems to be unable wisely or properly to handle funds if paid to him directly, the Trustee may make any such payments in its discretion in any one or more of the following ways:

A. Directly to such beneficiary by direct payment, or by deposit in a savings account in the name of the beneficiary or an adult agent of the beneficiary, or by properties selected by the Trustee;

B. To the natural guardian or the legally appointed guardian, conservator, custodian, or other fiduciary of the person or estate of such beneficiary;

C. To any person or organization furnishing care, support, maintenance, or education of such beneficiary; or

D. By itself making expenditures directly for the care, support, maintenance, or education of such beneficiary.

The Trustee shall not be required to see to the application of any funds so paid or applied, and the receipt of such payee shall be full acquittance to the Trustee.

The decision of the Trustee as to direct payments or application of funds shall be conclusive and binding upon all parties in interest.

The guardian of any minor beneficiary (other than a guardian who is a parent of such minor beneficiary and who is financially able) is not to incur personal expense in the support and maintenance of such beneficiary. The Trustee is therefore authorized to disburse funds from such beneficiary's Trust Estate for the purpose of reimbursing such guardian for reasonable expenses incurred in accommodating such beneficiary. The Trustee shall construe its authority liberally to permit payments reasonably necessary to ease the financial burden on such guardian or other suitable

individual with whom such beneficiary resides, and on such guardian's family, which may result from such beneficiary's presence in such guardian's household.

8.5 DELAYED DIVISION OR DISTRIBUTION OF TRUST. At such time that this Trust is to terminate or a distribution or division may be required, subject to any final termination clause herein, the Trustee may prolong termination, distribution, or division for a reasonable period of time in order to (1) receive assets made payable to the Trustee upon or by reason of a person's death; (2) sell assets of the Trust when the Trustee deems other reasonable objectives; (3) complete the orderly administration of the Trust, including the payment of all taxes due upon or by reason of such person's death; (4) avoid adverse tax consequences which may arise by reason of such action such as creating a "disposition" which would adversely affect an election available for federal estate tax purposes; (5) avoid distribution if a divorce of the Beneficiary is pending; (6) prevent the Beneficiary from receiving a lump sum in the event of an alcohol or substance abuse problem as reasonably determined by the Trustee; (7) prevent assets from being distributed to a Beneficiary who is not physically, emotionally, or fiscally responsible enough to control the assets to be distributed to the Beneficiary as reasonably determined by the Trustee. In the event of the delay of distribution in accordance with (5), (6), or (7), the Trustee will not be liable for withholding any sums as long as Trustee acts in good faith, and no funds will be distributed until such time as the Trustee, in his or her reasonable judgment, believes the event causing the delay of distribution ceases.

In determining what is a reasonable period of time, due consideration shall be given to the period of time required for final determination of federal estate taxes and state inheritance taxes, and in any event a delay until the federal estate tax has been established shall be deemed reasonable.

When the Trustee defers distribution or division of the Trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this Trust in the absence of this paragraph, and all rights given to the Beneficiary of the Trust assets under other provisions of this instrument shall be deemed to have accrued and vested as of such prescribed time.

Notwithstanding the foregoing, however, this provision shall not be construed in any way which would adversely affect the qualification of a trust for the federal estate tax marital deduction. Any trust intended for such qualification shall vest immediately in the income beneficiary thereof, and such beneficiary shall possess all rights therein from the date of the Survivor's death.

8.6. DISCRETION TO CREATE UGMA/UTMA ACCOUNTS. If at any time any trust beneficiary is a minor, or it appears to the Trustee that any trust beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then the Trustee, in lieu of making direct payments to the trust beneficiary, may retain property in trust for the beneficiary's health, education, maintenance, and support, or may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act (UGMA) or Uniform Transfers to Minors Act (UTMA) of any state; to one or more suitable persons as the Trustee deems proper, such as a relative of or a person residing

with the beneficiary, to be used for the beneficiary's benefit; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the Trustee for all purposes. Said power shall be subject to the standards of the prudent investor rule as set forth in the Nevada Uniform Principal and Income Act, as amended from time to time.

ARTICLE 9 DISCLAIMER TRUST

9.1. If the Survivor effectively disclaims any or all of Survivor's beneficial interest or interests in all or any portion of the trusts created herein, then all such interests disclaimed shall be held, administered and distributed as set forth in this Article 9.

9.2. The net income from the Disclaimer Trust shall be paid in monthly or other convenient installments, but in no event less frequently than annual installments, to or for the benefit of the Survivor during the remainder of his lifetime. The Trustee shall have the power to pay to or apply for the benefit of the Survivor such amounts of the principal of the Disclaimer Trust as such Trustee, in its discretion, deems necessary to provide for the health, education, maintenance and support of such Grantor, considering the size of the Trust Estate, the future needs of the Survivor, and other resources available to the Survivor. The Trustee shall not make any payments from the principal of this Trust as hereinabove provided unless and until the Survivor's Trust is exhausted. The Survivor's Trust shall be deemed exhausted whenever there is no longer any Trust property therein, or whenever the Trustee in its discretion deems the assets remaining therein to be of such character that it would be undesirable to sell or encumber such assets. Upon the death of the Survivor, all of the then remainder of the Disclaimer Trust shall be held and administered as provided under Article 8.

ARTICLE 10 POWERS OF TRUSTEE

10.1. **GENERAL POWERS.** To do all such acts, take all such proceedings, and exercise all such rights and privileges in the management of the Trust Estate as if it were an individual and the absolute owner thereof, including, without limiting the generality of the foregoing, the following:

A. To enter upon and take possession of the Trust Property and invest and reinvest the same in real, personal and mixed assets, improved and unimproved, tangible and intangible, of any kind and nature whatsoever, foreign as well as domestic, that yield a high rate of income or no current income including, but without limitation, securities issued by an institution that is or may become a Trustee hereunder, common and preferred stocks (regardless of dividend arrearages), leverage type securities, options, puts and calls, fixed income bearing securities (secured or unsecured and notwithstanding default in interest), units of participation in limited partnerships, in real estate investment trusts and/or in common trust funds, investment trust stocks, mutual funds

and other securities and investments of any kind, without regard to whether any such securities or investments are of a kind known to exist at the date of this instrument and whether any such investments shall be in (1) unseasoned or fledgling companies or securities that are (a) not listed on any stock exchange or public market or registered with any securities commission, or (b) subject to contractual, legal or other restrictions (including "investment letter" restrictions) or (2) oil, gas, and other mineral interests and natural resources, leasehold interests (including agricultural, business, etc.), commodities, currencies, collectibles, insurance and/or annuity contracts of any kind on the life of any person or persons, life estates, remainder interests, etc., not being limited by any present or future investment law and whether or not the same may be regarded by any statute, rule of law or otherwise as being proper investments for the Trustee, all without regard to the "Prudent Person Rule," to the relation any such investment may bear to the value of such trust or to the type or character of other investments in such trust, or to the effect such investment may have upon the diversification of the investments in such trust and even though such investment or reinvestment shall be when made or shall thereafter become unmarketable, risky, speculative, or unproductive of income (however, the income beneficiary of any trust intended to qualify for the federal estate tax marital deduction shall have the power to direct the Trustee to convert any nonproductive property in any such trust, within a reasonable time, to productive property); and such investments may be purchased from or made in common with any person or persons notwithstanding that any such person may control such investment and/or may be, directly or indirectly, a beneficiary or fiduciary hereunder; and any business partially or wholly owned by such trust may separately compensate any fiduciary and/or beneficiary hereunder for any services rendered directly to such business;

B. To grant, bargain, sell (for cash or on deferred payments), convey, grant options, exchange, or convert any real or personal property;

C. To lease for terms either within or beyond the duration of this Trust;

D. To enter into oil, gas, and other mineral leases, pooling, unitization, repressurization, community, and other types of agreements relating to the development, operation, and conservation of mineral properties;

E. To assign, partition, divide, subdivide, repair, apply for zoning or rezoning, and improve or develop any properties;

F. To loan, reloan, invest, and reinvest the Trust Estate or any part thereof;

G. To vote stock, give proxies, pay calls for assessments, sell, or exercise stock subscription or conversation rights;

H. To participate in foreclosures, reorganizations, consolidations, mergers, liquidations, pooling agreements, voting trusts, assent to corporate sales and other acts, and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable;

I. To hold securities or other property in its own name or in the name of a depositor, a company, or its nominee without disclosing any fiduciary relation, including maintenance of "street name" accounts with brokers;

J. To procure and carry at the expense of the Trust Estate insurance of such kind and in such form and amount as the Trustee deems advisable to protect the Trustee and the Trust Estate against any hazard or liability to be carried as an expense of the Trust Estate;

K. To borrow money for any trust purpose, hypothecate the Trust Estate or any part thereof, and replace, renew, and extend any encumbrance thereon upon such terms, conditions, and security as may be determined by the Trustee; to pay loans or other obligations of the Trust Estate as the Trustee in its discretion deems advisable; with respect to the purchase of any property, as part of the consideration given therefor, to assume a liability of the transferor or to acquire such property subject to a liability. With respect to hypothecating the Trust Estate or any part thereof, the Trustee may hypothecate the Trust Estate as security for loans acquired by the Grantor or any business entity in which a Grantor has an interest, including guaranteeing loans to any such entities. Further, the Trustee may guarantee loans acquired by a Grantor or any business entity in which a Grantor has an interest;

L. To deduct, retain, extend, and pay out of any money belonging to the Trust any and all necessary and proper expenses in connection with the operation and conduct of the Trust, including (but not by way of limitation) reasonable attorneys' fees, accountants' fees, investment counsel fees and the like, and to pay all taxes, insurance premiums and other legal assessments, debts, claims, or charges which at any time may be due and owing by or which may exist against the Trust;

M. To hold an undivided interest in any property as tenant in common or as tenant in partnership;

N. To employ and pay any attorney, custodian, investment advisor, or any other agents to assist the Trustee in the administration of the Trust. If investment counsel is retained, the Trustee may abide by the decision of the counsel and shall not be held liable or otherwise surcharged for losses directly attributable to investments made on the advice of investment counsel. During the period investment counsel is retained, the Trustee shall not be required to conduct reviews of Trust investments and shall not be required to take action with respect to Trust investments unless it receives written instructions from the investment counsel;

O. To abandon any property or interest in property belonging to the Trust when in the Trustee's discretion the abandonment is in the best interest of the Trust and its beneficiaries;

P. To act hereunder through an agent or attorney-in-fact or by or under a power of attorney duly executed by the Trustee in carrying out any of the powers and duties herein authorized;

Q. To buy and sell listed options and/or sell covered or backed options and repurchase same;

R. To buy, sell, and trade in securities of any nature (including "short" sales) on margin, and to buy, sell, and trade in commodities, and for such purposes to maintain and operate margin accounts and other accounts with brokers, and to pledge all securities held or purchased, with such brokers as security for loans and advances made to the Trustee; and

S. To open and maintain bank accounts and safe deposit boxes with any bank or safe deposit company, including any Trustee hereunder.

10.2. **IMPLIED POWERS.** The enumeration of certain powers of the Trustee shall not limit the Trustee's general or implied powers. Notwithstanding anything contained in this document to the contrary, the Trustee's powers with regard to community property during the joint lifetimes of the Grantors shall be no more extensive than those possessed by a husband or wife under Nevada law. Nothing in the preceding sentence shall be construed to prohibit the Trustee from conveying any trust property, real or personal, in accordance with the provisions of the Trust without the consent of the Grantors or either of them.

10.3. **AUTHORITY TO OPERATE BUSINESSES.** If any interest in any business, whether in the form of a general or limited partnership, limited liability company, corporation, sole proprietorship or otherwise, at any time becomes an asset of any trust hereunder (by purchase, gift, the entrance of the trust into such business or otherwise), its Trustee shall have the authority to engage in and to continue such trust in such business for such period, without limitation, as such Trustee, in his sole judgement, may deem best for such trust (but only as long as such activity does not constitute "carrying on a business" in a manner which causes the trust to be considered an "association" under such Section 301.7701-2 of the Treasury Regulations) and, for that purpose, such Trustee may retain and employ the capital in said business that shall at the time of trust acquisition be committed thereto or employed therein and such additional capital as such Trustee, in his sole judgement, shall think fit to advance from time to time out of such trust's other resources, whether for continuation or expansion or any other purpose; and such Trustee, in his sole discretion, may incorporate a part or all of said business (or any investment held in such trust) in one or more corporations, with whatever capital structure may be deemed appropriate, alone or with others, in any jurisdiction, and/or form partnerships in which the trust may be a general or limited partner, and/or enter into joint ventures or associations or limited liability companies with others on such terms as may be deemed appropriate, and/or enter into agreements respecting voting rights, management, incentive compensation, profit sharing, future sale or retention etc., all without obtaining authority therefor from any court; and such Trustee is authorized to dissolve, liquidate, or sell any such business interest at such time and in such a manner as the Trustee deems advisable, to borrow money for business purposes and pledge or encumber the stock or assets of the business to secure the loan, and to employ such officers, managers, employees, or agents as deemed advisable for the management of said business, etc., all without obtaining authority therefor from any court; and such Trustee, while acting in good faith, shall be free from any responsibility for losses arising

in the prosecution of such business.

10.4. **INCOME AND PRINCIPAL.** Except as otherwise specifically provided herein, the determination of all matters relating to what is income or principal and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the law of the State of Nevada then in effect. In all instances in which such provisions do not resolve questions relating to principal and income, the Trustee shall determine the same in its discretion subject to its fiduciary obligations. While a Grantor is a beneficiary of any trust established hereunder, the Trustee shall resolve such questions in favor of such Grantor, such person being the primary and absolutely preferred beneficiary. During the joint lifetime of the Grantors, the Trustee shall not be required to allocate receipts and disbursements between income and principal, and during such period of time, unless the Trustee elects otherwise, all receipts collected by the Trust shall be deemed principal, and expenses shall be charges to principal.

10.5. **ALLOCATIONS FOR DEPRECIATION, DEPLETION AND PRINCIPAL AND INCOME.** The Trustee is instructed to allocate to the Survivor, during his lifetime and thereafter to the income beneficiaries to the extent of their beneficial interest, the maximum allowable deduction for depreciation and depletion available for federal income tax purposes under the provisions of Sections 167 and 611 of the Code, or subsequently enacted sections of similar scope, and any other deductions available under said Code.

Notwithstanding the foregoing, in the event that the Trustee of any trust created hereunder is required to distribute all or a part of the income to himself as beneficiary, the Trustee shall: (1) Allocate to principal all dividends or other payments made by any corporation or mutual investment company that are designated by the company as a distribution of capital gains; (2) Where a premium has been paid or a discount received in connection with the purchase of a bond, amortize such premium or discount by making an appropriate charge or credit to income as the case may be; and (3) Charge income from time to time with a reasonable reserve for (a) depreciation of all income-producing depreciable real or personal property and capital improvements and extraordinary repairs on income-producing property, (b) depletion of all depletable natural resources; and (c) all intangible property having a limited economic life. Such allocations and charges need not be made, however, if written consents are obtained from all income beneficiaries and remaindermen, vested and contingent, living and competent to act. In addition, the Trustee may, with the consent of all income beneficiaries, charge expenses (such as Trustee's fees) solely to income.

10.6. **COMPROMISE OF CLAIMS.** The Trustee may, at its option at any time in connection with its management of the Trust Estate or the collection of any moneys due or payable to it as Trustee hereunder, compromise or abandon any claims in favor of or against the Trust Estate and commence or defend at the expense of the Trust such litigation with respect to the Trust Estate as the Trustee may deem advisable. In addition the Trustee may, at its option, withhold from distribution at the time for distribution of any property in this Trust, with or without the payment of interest, all or any part of the property if the Trustee determines in the Trustee's discretion that the property may be subject to conflicting claims, to tax deficiencies, or to liabilities contingent or

otherwise.

10.7. **TRUSTEE'S ADVANCES.** The Trustee may loan or advance its own funds for any trust purpose to this Trust, said loans or advances to bear interest at the then current rate from the date of advancement until paid, and together with interest to constitute a first lien upon the entire Trust Estate until paid.

10.8. **DIVISION AND DISTRIBUTION IN KIND.** Upon any distribution of income or principal, the Trustee may apportion and allocate the assets of the Trust Estate in cash or in kind, or partly in cash and partly in kind or in undivided interests, in such manner and at such valuations as the Trustee in its discretion deems advisable. Any distribution or division in kind may be made in the Trustee's discretion and subject to its fiduciary obligation on either a pro-rata or nonpro-rata basis so long as the respective assets allocated or distributed have equivalent or proportionate fair market value. In making in-kind allocations of assets, the Trustee shall take into consideration the income tax basis of specific property to be so allocated in determining equivalence of value. The Trustee may sell property as it deems necessary to make any such division or distribution. The Trustee shall not exercise these powers in a manner that would impair the qualifications for the federal estate tax marital deduction of any trust intended to so qualify.

10.9. **TRANSACTIONS WITH THE ESTATE OF A GRANTOR.** The Trustee may purchase assets from, sell assets at fair market value to, borrow money from, or loan money (with adequate security and interest) to (1) the estate of a deceased Grantor, or (2) another trust established by a Grantor, or engage in such transactions between separate trusts established hereunder. The terms of such transactions shall be solely within the discretion of the Trustee, subject to his fiduciary obligations, and the Trustee shall incur no liability with regard thereto.

10.10. **BUDGET OF INCOME AND EXPENSES.** The Trustee shall have the power to budget the estimated annual income and expenses of the Trust in such manner as to equalize as far as possible periodic income payments to beneficiaries.

10.11. **PAYMENT OF TAXES.** Except as otherwise provided, taxes shall be paid and charged by the Trustee as follows:

A. Upon the death of any beneficiary, excluding a Grantor, in which case specific provision is made herein, any estate, inheritance, succession or other death taxes, charges, or assessments, together with interest, penalties, costs, trustees' compensation, and attorneys' fees, which shall become due by reason of the Trust Estate or any interest thereon being includible for such tax purposes, may be paid by the Trustee from the Trust Estate unless other adequate provision shall have been made therefor. Except as otherwise specifically provided, such payments shall be charged to the trust against which the obligation is imposed without any proration or charge therefor against any specifically designated beneficiary thereof.

B. If the Trustee considers that any distribution from a trust hereunder other than pursuant to a power to withdraw or appoint is a taxable distribution subject to a generation-skipping tax payable by the distributee, the Trustee shall augment the distribution by an amount which the Trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates. If the Trustee considers that any termination of an interest in or power over trust property hereunder is a taxable termination subject to a generation-skipping tax, or any distribution hereunder is a "direct skip" subject to generation-skipping tax, the Trustee shall pay the tax from the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries. If the tax is imposed in part by reason of trust property hereunder and in part by reason of other property, the Trustee shall pay that portion thereof which the value of the trust property bears to the total property taxed, taking into consideration deductions, exemptions, and other factors which the Trustee deems pertinent.

C. The Trustee shall have full power and authority to pay from the Trust Estate any other taxes, charges, or assessments for which the Trustee, the Trust Estate, or any interest therein becomes liable, and any such payments shall be made from and charged to any share or separate trust thereof, as the Trustee in its discretion deems proper, and to either income or principal as prescribed by Nevada law.

D. The Trustee may make any such payments directly to a personal representative or to the fiduciary, and the Trustee may rely upon a written statement of such fiduciary as to the amount and propriety of such taxes, interest, penalties, and other costs, and shall be under no duty to see to the application of any funds so paid.

E. The Trustee shall make such elections under the tax laws as it deems advisable and most advantageous to the Trust and the beneficiaries, and the decision of the Trustee in this regard shall be conclusive on all concerned. Any such election made by the Trustee, or decision by the Trustee not to make such an election, in good faith shall be a full acceptance and discharge to the Trustee, and the Trustee shall not be liable to any persons by reason of its exercise or decision not to exercise such election. Without limiting the generality of the foregoing, if an Executor is not appointed for a Grantor's estate, then wherever under the applicable law the Trustee may use certain expenses incurred in the administration of a trust herein created either as deductions to reduce the federal income tax liability of such trust or the federal estate tax liability of a Grantor's estate, the Trustee may use such deductions in the manner in which the Trustee, in its discretion, deems for the overall benefit of such trust and its beneficiaries. In such event the Trustee shall also have the discretion to select the federal estate tax valuation date and to elect deferred payment of federal estate tax. The Trustee shall not be required to make any compensating adjustments in either the income or principal of such trust or among its various beneficiaries by reason thereof.

10.12. **RELEASE OF POWERS.** A Trustee shall have the power to release or to restrict the scope of any power that it may hold in connection with any trust created herein, whether such power is expressly granted herein or implied by law. The Trustee shall exercise this power in a written instrument executed by the Trustee, specifying the powers to be released or restricted and nature of

the restriction.

10.13. **INSURANCE PROVISIONS.** The Trustee shall have the following powers, duties and discretions with respect to policies of life insurance:

A. **RIGHTS OF TRUSTEE IN POLICIES.** The Trustee, without being obligated to do so, shall pay premiums, assessments, or other charges with respect to policies held as a part of the Trust Estate and all other charges upon such policies otherwise required to preserve them as binding agreements.

B. **PAYMENT OF PREMIUMS.** In the event that the Trustee intends not to pay any premium, assessment, or other charge with respect to any policy held by it or otherwise intends to cancel, convert, or substantially modify any such policy, it shall first give the insured, or the fiduciary of the person of an insured under disability, at least fifteen (15) days advance written notice of its intention to take such action.

C. **DIVIDENDS.** Any amounts received by the Trustee with respect to any policy as a dividend shall be treated as principal.

D. **COLLECTION OF POLICY PROCEEDS.** Upon receipt of proof of death of any person whose life is insured for the benefit of any trust hereunder, or upon maturity of any policy payable to a Trustee prior to the death of the insured, the Trustee shall collect all sums payable with respect thereof and shall thereafter hold such sums as principal of the respective Trust Estate, except that any interest paid by the insurer for a period subsequent to maturity shall be considered as income.

E. **CLAIMS AND ELECTION OF PAYMENT.** The Trustee may compromise, arbitrate, or otherwise adjust claims upon any policies and may, but shall not be required to, exercise any settlement options available under such policies. The receipt of the Trustee to an insurer shall be a full discharge, and such insurer is not required to see to the application of the proceeds.

With respect to death benefits payable under any qualified employee benefit plan in which a Grantor is a participant and under which the Trustee may elect the mode of payment, the Trustee shall elect a mode of payment which, in the Trustee's discretion, appears to be the most advantageous option available to this Trust and/or its then current income beneficiaries, in terms of income tax, estate, and inheritance tax, and/or investment return considerations, based on the Trustee's evaluation of the facts and circumstances relevant to such considerations as they exist at the time the Trustee makes such election. An election of a mode of payment made by a Trustee in good faith in the exercise of the discretionary power conferred upon it shall be final and binding upon all persons whomsoever and shall be a full acquittance and discharge to the Trustee, and the Trustee shall not be liable to any person by reason of its exercise of such discretionary power.

Death benefits paid in lump sum under any such employee benefit plan shall be allocated to principal unless, in its discretion, the Trustee determines that to do so would result in adverse income tax consequences to the Trust and the beneficiaries. Installment payments shall be allocated to income and/or principal in the discretion of the Trustee. The receipt of the Trustee to an administrator of such a plan shall be a full discharge, and such administrator is not required to see to the application of funds so paid.

10.14. **PURCHASE OF OBLIGATIONS OF THE UNITED STATES.** The Trustee (or if there are Co-Trustees, any Trustee) is authorized in its discretion to purchase at less than par obligations of the United States of America that are redeemable at par, in payment of any federal estate tax liability of either Grantor, in such amounts as the Trustee deems advisable. For that purpose, the Trustee may partition a portion of the community property of the Trust Estate and make such purchases from either or both portions. The Trustee shall exercise its discretion and purchase such obligations if the Trustee has reason to believe either Grantor is in substantial danger of death, and may borrow funds and give security for that purpose. The Trustee shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase. The Trustee shall not be liable to either Grantor or any beneficiary of this Trust for losses resulting from purchases made in good faith. The Trustee is directed to redeem any such obligations that are part of the Trust Estate to the fullest extent possible in payment of federal estate tax liability of either Grantor.

10.15. **POWER TO TRANSMUTE.** The Trustee shall have the power to transmute all of the property in this Trust which is the community property of the Grantors into two (2) equal shares of separate property. This power shall be exercised only upon the written direction of both Grantors, or if one of the Grantors is incompetent, in the discretion of the Trustee with the consent of the other Grantor. If both Grantors are incompetent, the Trustee may in its sole discretion exercise this power. The Trustee shall exercise this power when in its judgment such transmutation is necessary or beneficial in order to provide protection to the Trust Estate from possible or actual creditors or governmental agencies.

10.16. **"PRUDENT PERSON" RULE.** In addition to the investment powers conferred above, the Trustee is authorized (but is not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would be forbidden by the "prudent person" rule. The Trustee may, in its sole discretion, invest in any type of property, wherever located, including any type of security or option, improved or unimproved real property, and tangible or intangible personal property, and in any manner, including direct purchase, joint ventures, partnerships, limited partnerships, corporations, mutual funds or any other form of participation or ownership whatsoever. In making investments, the Trustee may disregard all of the following factors:

A. Whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal.

B. Whether the acquisition or retention of a particular investment, or the trust investments collectively, is consistent with any duty of impartiality as to the different beneficiaries.

The Grantors intend no such duty shall exist.

C. Whether the trust is diversified. The Grantors intend no duty to diversify shall exist.

D. Whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts. The entire trust may be so invested. The Grantors intend the Trustee to have sole discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy.

The Grantors' purpose in granting the foregoing authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, the Trustee shall not be liable for any loss in value of an investment merely because of the nature of the investment or the degree of risk presented by the investment, but shall be liable if the Trustee's procedures in selecting and monitoring the investment are proven by affirmative evidence to have been negligent and such negligence was the proximate cause of the loss.

10.17. ENLARGED INVESTMENT PERSPECTIVE. After the death of both Grantors, the investment policy of the Trustee shall be based primarily on the long term best interests of the Primary Beneficiaries and only secondarily on the interests of the remainder beneficiaries. If the Trustee considers it appropriate to determine the proportion of trust properties to be invested in (1) equities, and (2) "fixed income" type assets, consideration should also be given to the amount and nature of all assets and means of support available from all sources to each Primary Beneficiary to the extent known (even to the point of having all of the trust investments in one or the other type of holding). The soundness of the trust investments shall be judged not on the basis of the individual assets or on the basis of the Trust Estate alone, but on the broader basis of each Primary Beneficiary's economic circumstances as a whole, including said Trust Estate.

ARTICLE 11 **GENERAL PROVISIONS**

11.1. ACCRUED AND UNDISTRIBUTED INCOME. Except as otherwise provided herein, income accrued or undistributed upon the death of a beneficiary or at the termination of a trust created herein shall be held on account for or distributed to the next succeeding beneficiaries of the Trust in proportion to their interests in the Trust. Income accrued or unpaid on Trust property when received into the Trust shall be treated as any other income.

11.2. NOTICE TO TRUSTEE. Until the Trustee shall receive from some person interested in this Trust, written notice of any death, birth, marriage, or other event upon which the right to receive income or principal of the Trust Estate may depend, the Trustee shall incur no liability for any disbursements or distributions made or omitted in good faith.

11.3. **EFFECT OF TRUSTEE'S ACTS.** Any instrument executed by the Trustee shall be binding on the Grantors and on all beneficiaries hereunder. No person paying money to the Trustee need see to the application of the money so paid.

11.4. **DISINHERITANCE/NO CONTEST CLAUSE.**

A. The Grantors, individually and together, have intentionally omitted all heirs or other relatives who are not specifically mentioned herein, and they individually and together specifically disinherit any person claiming to be their heirs-at-law, except as otherwise mentioned in this agreement.

B. If any beneficiary in any manner, singly or in conjunction with any other person or persons, directly or indirectly, does any of the following, then the beneficiary absolutely forfeits any and all beneficial interests which the beneficiary might otherwise have under this Trust Agreement, and that Beneficiary's interest shall then be distributed as if the beneficiary had predeceased the Grantors without descendants:

(1) Contests this Trust or in any manner attacks or seeks to impair or invalidate any of its provisions;

(2) Unsuccessfully claims entitlement to any asset of Grantors' estate by way of any written or oral contract;

(3) Unsuccessfully challenges the appointment of any person named as a Trustee;

(4) Unsuccessfully seeks the removal of any person acting as a Trustee;

(5) Attacks or seeks to impair or invalidate any designation of beneficiaries for any insurance policy on a Grantor's life, any designation of beneficiaries for any pension plan or IRA account, any trust created during a Grantor's lifetime or any provision thereof, any gift which a Grantor has made or will make during his or her lifetime, and/or any transaction by which a Grantor has sold any asset to a child (whether or not any such attack or attempt is successful);

(6) Commences civil litigation against a Grantor's probate estate or against a Grantor's family members regarding issues concerning such Grantor's probate estate;

(7) Interferes with the administration of a business entity owned by the Grantors or by a Grantor or this Trust or interferes with the administration of any other Trust executed by the Grantor(s);

(8) Efforts to frustrate the intent of a Grantor's power of attorney;

(9) Efforts to frustrate the designation of beneficiaries related to a nonprobate transfer by the Grantors or a Grantor;

(10) Conspires with or voluntarily assists anyone attempting to do any of these things; or

(11) Refuses a request of the Trustee to assist in the defense against any of the foregoing acts or proceedings.

The Trustee is hereby authorized to defend, at the expense of the Trust Estate, any contest or other attack of any nature on this Trust Agreement or any amendment hereto or any of their provisions.

11.5. **CREDITORS' RIGHTS AND ASSIGNMENT PRIVILEGES.** No interest of any beneficiary in the principal or income of any trust and/or share arising and held under the provisions of this instrument shall be subject to claims of his creditors or others or liable to attachment, execution, or other process of law. No beneficiary shall have any right to encumber, hypothecate, alienate, convey, or assign his interest in any manner prior to his or her actual receipt of the income or principal except as provided for elsewhere herein.

11.6. **ACCOUNTING.** During the lifetime of the Grantors or the Survivor, no accounting is required unless a Grantor requests an accounting from the Trustee in writing, and either of the Grantor's written approval shall be final and conclusive with respect to transactions disclosed in the accounting as to all beneficiaries of the Trust, including unborn and contingent beneficiaries. Provided, however, the Trustee shall provide an accounting to a Grantor if a court-appointed guardian of the trust estate or personal guardian of a Grantor requests an accounting on behalf of such Grantor or if the Court, in considering a petition filed under NRS 164.015, determines that a Grantor is incompetent or is susceptible to undue influence and directs the Trustee to provide an accounting. Upon the death of both Grantors, the Trustee may account to the beneficiaries from time to time concerning the administration of the Trust Estate, but under no circumstance shall a Trustee be required to provide an account more than once in any calendar year unless ordered by a court to do so upon good cause shown. For purposes of this Section, "beneficiary" shall mean a current beneficiary and remainder beneficiary but not a remote beneficiary. Each such accounting shall be deemed to have been approved by the beneficiaries and be conclusive on all parties, born or unborn, who may have an interest in the Trust, unless notice in writing specifying objections has been filed with the Trustee within sixty (60) days after such accounting is submitted to the beneficiaries. The assent, express or implied, of a guardian or natural parent of a minor beneficiary shall bind the latter with respect to future claims. At no time shall the Trustee be required to provide to a beneficiary information that does not affect the beneficiary's interest in the Trust.

11.7. **CONTROLLING LAW AND EFFECT OF PARTIAL INVALIDITY.** This Trust has been executed and will be administered in the State of Nevada, and its validity, construction, interpretation, and administration shall be governed by the laws of that State. The foregoing

notwithstanding, the Trustee may at any time and from time to time remove the place of administration of the Trust Estate to any place in the United States or in the world, and upon such removal the administration of the Trust shall be governed by the laws of the new jurisdiction. If any provision of this Trust shall be invalid or unenforceable, the remaining provisions thereof shall continue to be fully effective.

11.8. **PERPETUITIES.** Unless terminated at an earlier date under the provisions hereof, each trust established hereunder shall terminate at the expiration of twenty-one (21) years after the death of the last to die of the beneficiaries in being on the date this Trust is established, or if longer and permitted by applicable law, that date which is three hundred sixty five (365) years after the creation of this Trust Agreement. In case of such termination, the Trust Estate shall be distributed to the then income beneficiaries in the same proportions as they are at the time of termination entitled to receive the income. If at the time of such termination, the rights to income are not fixed by the terms of the Trust, distribution under this clause shall be made by right of representation to the persons who are entitled or authorized in the Trustee's discretion to receive Trust payments.

11.9. **POWER TO DIVIDE TRUSTS FOR PURPOSES OF QUALIFYING TRUST AS QSST.** If S corporation stock is an asset of, or is transferred to, any trust(s) created hereunder, and such trust(s) does not qualify as a qualified subchapter S trust ("QSST" herein) because of the terms of such trust, the Trustee shall have the power to segregate and retain such S corporation shares in a separate trust(s) and the following provisions shall apply to such trust:

A. All of the income of such trust shall be distributed at least quarterly to one individual who is a citizen or resident of the United States and no Trustee shall have the power to accumulate the income of any such trust. If the individual is a minor, distribution shall be made to the minor's natural guardians Custodian under the Nevada Uniform Transfers to Minors Act (or any other applicable statute).

B. There shall be only one income beneficiary of such trust.

C. No distribution of principal of such trust may be made to anyone other than such income beneficiary during that beneficiary's lifetime.

D. The income beneficiary's income interest shall end on the earlier of the beneficiary's death or the trust's termination by its terms.

E. If the trust ends during the income beneficiary's lifetime, the Trustee shall distribute all of the trust's assets to that beneficiary, outright and free of trust.

F. If the trust has one beneficiary but contains both S Corporation stock and other assets, the Trustee is authorized to divide the trust into two trusts, one such trust funded with the S Corporation stock and the other such trust funded with the other assets. Each trust shall constitute a separate and independent trust. Any trust funded with the S Corporation stock shall be

administered in accordance with subsections (A) through (E) of this Section and the other trust shall be administered in accordance with its terms.

G. If the trust has more than one income beneficiary, the Trustee shall divide the S Corporation stock into as many equal shares as there are income beneficiaries of the trust. Each share shall constitute a separate and independent trust and shall be administered for one such income beneficiary in accordance with subsections (A) through (E) of this Section. The other assets of the trust, if any, shall be administered in accordance with its terms.

11.10. **PAYMENTS TO ONE OR MORE BENEFICIARIES.** Except as may be expressly provided, if the trustee of a trust is authorized to make payments to one or more named persons or entities or to persons or entities in a specified group, the trustee may make equal or unequal payments to such persons or entities, without any duty to make equalizing payments, and the trustee's determination with respect to such payments shall be conclusive on all persons interested in the trust.

11.11. **MERGER AND SEVERANCE OF TRUSTS.**

A. Should the Trustee of any separate trust under this instrument at any time also be the Trustee of any trust having substantially similar dispositive provisions for the benefit of the same beneficiaries (both present and contingent), whether created under this or some other Trust Agreement, such similar trusts, in the sole discretion of such Trustee and without court approval, may, subject to the restrictions otherwise contained in this Trust Agreement be merged and thereafter administered as one single trust under the trust instrument having the earliest rule against perpetuities savings date.

B. Where such a merger would be thus authorized but for:

(1) Uncertainty as to whether the dispositive provisions are substantially similar (particularly where differences might be thought to result from differences in administrative provisions) or

(2) Differences in (i) the identity of the Trustees of such otherwise mergeable trusts or (ii) the wording for the merger provision (or its absence) in such other trust instrument, the Trustee of each otherwise mergeable trust under this Trust Agreement may, in the Trustee's discretion, merge such trust into the other mergeable trust, whether under this or some other governing trust instrument, provided only such Trustee first obtain written consent to such merger:

(a) From the then Trustees of the trust into which the trust hereunder is to be thus merged, and

(b) From the then beneficiary or beneficiaries of each trust (or their parent or legal guardian, for any minor or incompetent beneficiary) under this Trust Agreement which is to be affected by such merger, acting by majority vote if there be more than one.

C. Where such a merger would be thus authorized but for significant differences in the identity of the contingent remainder beneficiaries of such otherwise mergeable trusts, such trusts instead may be consolidated into a new trust created by the Trustee of such otherwise mergeable trusts under a new trust instrument executed by the Trustee having all of the same (or substantially the same) provisions as would apply on such a merger except those provisions relating to contingent remainder interests, which provisions shall be written in such manner as to preserve the relative interests of the different contingent remainder beneficiaries having an interest therein on the basis of the fair market value of the net assets of each trust entering into such consolidation as of the effective date of such consolidation as reasonably determined by such Trustee.

D. The Trustee of any trust hereunder, in the sole discretion of such Trustee and without court approval, may divide that trust at any time (before or after it is funded with assets) into two separate trusts (representing shares of any property being divided as provided in Article 12), the terms of each being identical to those of the divided trust, for any purpose, including having the portions of the trust attributable to transfers from one or more different transferors within the meaning of the generation skipping transfer ("GST") tax law held in separate trusts or having the GST inclusion ratio with respect to each new trust be either one or zero. If a trust is divided into separate trusts, each trust's Trustee may at any time (prior to a later merger of such trusts) (i) make different tax elections, and (ii) expend principal and exercise any other discretionary powers with respect to such separate entities. Further, the holder of any power of appointment with respect to a trust so divided may exercise such power differently with respect to the separate trusts created by the division. The Trustees are hereby exonerated from any liability arising from any exercise or failure to exercise this severance discretion provided such action (or inaction) is taken in good faith.

E. Any merger, consolidation or severance described above shall become effective as of the effective date set forth in a statement of merger, consolidation, or severance signed by all affected Trustees and, where Sub-Section B above applies, the necessary affected beneficiary or beneficiaries, a copy of which shall become a part of the records of each trust affected by such merger, consolidation or severance. References in this and other instruments to (i) any trust which ceases to exist as a result of such a merger or consolidation shall thereafter be treated as references to the trust into which it was thus merged or consolidated and (ii) any trust which was severed into two trusts shall thereafter be treated as references to the two trusts (in their severance proportions unless some other proportions would, in the view of the GST inclusion ratios, be deemed by the Trustees of both trusts to be more appropriate).

11.12. **CONSOLIDATED ADMINISTRATION OF SEPARATE TRUSTS.** The Trustee may retain the trust estate of any separate trust hereunder in one or more consolidated funds or in any kind of property in which two or more separate trusts and/or third parties shall have undivided interests

and/or make joint investments for two or more separate trusts and/or third parties and loans between one or more such entities, with or without interest, may be evidenced by book entries alone. This provision is solely for the purpose of convenience in administration and nothing herein contained shall destroy the individual character of any such separate trust.

11.13. **DECANTING OF TRUST.** Subject to the limitations of applicable law, including NRS 163.556, the Trustee may establish another trust in which any trust hereunder is the Grantor and which new trust shall have terms substantially similar to those of the trust serving as Grantor, and to transfer assets of the trust serving as Grantor of such new trust to such new trust to be administered and distributed therewith.

ARTICLE 12

PROVISIONS APPLICABLE TO GENERATION-SKIPPING ARRANGEMENTS

12.1. **ALLOCATION OF GENERATION SKIPPING TRANSFER TAX.** Grantors shall have the right to allocate their Generation Skipping Transfer Tax ("GSTT") exemption available pursuant to Section 2631 of the Code to the Trust Estate. To the extent that upon the death of the Grantors, the Grantors have failed to fully allocate their GSTT exemption, then the Independent Trustee shall allocate any remaining GSTT exemption to that portion of the Trust Estate to which the Grantors are the transferors for purposes of GSTT in order to result in an inclusion ratio of zero (0), and thereby exempt the entire portion of the Trust Estate attributable to such deceased Grantor's transfer from the GSTT. If the GSTT exemption available is not sufficient to result in an inclusion ratio of zero (0), then the Exempt and Non-Exempt Sub-Trusts shall be utilized, as set forth hereinafter.

A. The Trustee shall at all times cooperate with and assist the Independent Trustee in making such allocations in respect to the Trust Estate. No Trustee or Independent Trustee shall be liable for any good faith exercise of its powers and duties hereunder, including, but not as a limitation, the power to allocate exemptions or to make elections as to transferors of assets. The decision of the Trustee or Independent Trustee in such matters shall be binding on all persons and no adjustment need be made at any present or future distribution for decisions made under this Agreement.

B. The Independent Trustee refers to the person authorized by the Code or Treasury regulations to allocate the exemption under Code Section 2631(a) in the absence of an allocation by the transferor. However, no person acting as Independent Trustee shall be authorized to make or participate in any generation skipping election or allocation decision if power to do so would result in his or her having a general power of appointment for federal estate and gift tax purposes over property with respect to which he or she would not otherwise have such a general power.

C. References to "SUB-TRUSTS" refer also to a separate share or shares of a trust if appropriate to the context and to the Grantors' apparent objectives. It is the intention of Grantors that Sub-Trusts will be entitled to be treated as separate trusts for generation skipping purposes under

Code Section 2654(b). As to Sub-Trusts created under this Agreement the Trustee shall in all ways treat such Sub-Trusts as separate trusts and take whatever steps are required to have such Sub-Trusts be valid separate trusts under Nevada law. References in this Agreement to Sub-Trusts shall include an Exempt Sub-Trust and a Non-Exempt Sub-Trust, unless specific reference is made to either, in which case the specific reference shall control the treatment of the applicable Sub-Trust. Absent any specific reference, the reference herein to a Sub-Trust shall apply equally to both.

D. The term "EXEMPT" refers to property or a Sub-Trust (or share) that has a generation skipping inclusion ratio of zero (that is, an applicable fraction for generation skipping purposes of one). When reference is made to an "EXEMPT TRUST" or to the Exempt portions of a certain property or of a Sub-Trust, this is a reference to or a special titling for property or a Sub-Trust that has or is to be established having an inclusion ratio of zero. The term "NON-EXEMPT PORTION" or the adjective Non-Exempt indicates property or a Sub-Trust that has a generation skipping inclusion ratio of one (that is, an applicable fraction of zero). The terms inclusion ratio and applicable fraction shall have the meanings indicated in Code Section 2642.

12.2. **INCLUSION RATIO.** For each Sub-Trust that is otherwise to be established under this Agreement, if the Grantors' or another's GSTT exemption is to be allocated to the property of that Sub-Trust or to the exempt portion of that Sub-Trust, unless the Sub-Trust thereby will have a generation skipping inclusion ratio of zero, before the allocation the Trustee shall instead establish two separate Sub-Trusts so that each separate Sub-Trust has a generation skipping inclusion ratio of either zero (the exempt portion) or one (the non-exempt portion). This is to be accomplished by allocating to the non-exempt portion the minimum amount of property necessary to establish that Sub-Trust with an inclusion ratio of one, while leaving the exempt portion with an inclusion ratio of zero.

A. Except as otherwise expressly provided in this Agreement, when a Sub-Trust otherwise to be established is divided under the foregoing provisions into Exempt and Non-Exempt Sub-Trusts (a) each Sub-Trust shall have the same provisions as the original Trust from which it is established; and (b) references in this Agreement to the Trust shall collectively refer to the separate Sub-Trusts derived from it.

B. Upon termination, partial termination or other later subdivision or distribution of any of the separate Sub-Trusts created by this Agreement, or when separate Sub-Trusts are to be combined, the non-exempt (inclusion ratio of one) or exempt (inclusion ratio of zero) generation skipping character of the property of the Sub-Trusts shall be preserved. Accordingly, when property is to be added to or combined with the property of a Sub-Trust, or when additional Sub-Trusts are to be established from one or more sources, non-exempt property or Non-Exempt Sub-Trusts shall not be added to or combined with exempt property or Exempt Sub-Trusts, even if this requires the establishment of additional separate Sub-Trusts with the same terms and provisions. The foregoing notwithstanding, if separate rules of administration and distribution have been provided in this Agreement for Exempt and Non-Exempt Sub-Trusts, then any new Sub-Trust created pursuant to the above provisions shall have the same terms as the Exempt Sub-Trust if the property passing to

that Sub-Trust is exempt property and shall have the same terms as the Non-Exempt Sub-Trust if the property passing to that Sub-Trust is non-exempt property.

C. The Trustee shall have authority, in the Trustee's sole discretion, to combine any Sub-Trust with any other Sub-Trust or other trust having the same inclusion ratio (including trusts established, during life or at death, by either or both of the Grantors or by descendants of the Grantors); and the Trustee may establish separate shares in the combined trust if and as needed to preserve the rights and protect the best interests of the various beneficiaries when the trusts being combined do not have identical terms or when separate shares are otherwise deemed desirable by the Trustee. Trusts with different inclusion ratios may also be combined in a trust, provided their inclusion ratios are maintained unchanged through substantially separate and independent shares of different beneficiaries under Code Section 2654(b). Similarly, the Trustee shall have sole discretionary authority to subdivide separate or separable shares of a single trust into separate trusts. These powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise this authority the Trustee may take account of efficiencies of administration, generation skipping and other transfer tax considerations, income tax factors affecting the various trusts and their beneficiaries, present and future financial and other objectives of the trusts and beneficiaries, the need or desirability of having the same or different trustees for various trusts or shares, and any other considerations the Trustee may deem appropriate to these decisions.


12.3. **POWER OF APPOINTMENT.** The beneficiaries of any Non-Exempt Sub-Trust shall have a testamentary general power of appointment to direct distribution at his death of his share of such Non-Exempt Sub-Trust, by specific reference in his Last Will to this general power of appointment, to any person or his estate, provided that such power shall extend over that amount only which would increase his taxable estate, before application of a charitable or marital deduction, to the lowest value taxable at the maximum federal estate tax under Code Section 2641. In no event shall this power apply to property exceeding in value the lowest amount taxable at the maximum federal estate tax rate.

12.4. **ADMINISTRATION OF SUB-TRUSTS.** The Trustee is encouraged to administer all Sub-Trusts under this Agreement in ways that, in the long run, are likely to reduce unnecessary income and transfer taxation among trusts and their beneficiaries and that are likely to make efficient utilization of available tax privileges, such as generation skipping exemptions. Consistent with these objectives, the Trustee of any trust may consult with other trustees and may in reasonable ways coordinate decisions and actions of the trust with those of other trusts under this instrument, under other dispositions made by the Grantors, and under Wills and trusts of others when those other trusts have, in whole or in part, similar beneficiaries. Without limiting the foregoing, the Trustee is specifically authorized (but not required), in administering different trusts wholly or in part for the benefit of a particular beneficiary or group of beneficiaries, to adopt different investment patterns and objectives for different trusts based on their generation skipping ratios and to prefer making distributions from Non-Exempt trusts to beneficiaries who are non-skip persons for generation skipping purposes and from Exempt trusts to those who are skip persons.

IN WITNESS WHEREOF, the Grantors and the Trustees have executed this Trust Agreement on the 25th day of March, 2021.

RHONDA K. HART, TRUSTEE

On the 25th day of March, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **JOSEPH E. HART AND RHONDA K. HART** personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this instrument and acknowledged that they executed it.

 **MHANSI PANDHI**
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 17-4001-1
MY APPT. EXPIRES AUG. 11, 2021

PREPARED BY:

WALLS LAW FIRM

8861 WEST SAHARA AVENUE, SUITE 220

LAS VEGAS, NEVADA 89117

CERTIFICATE OF INCUMBENCY

The undersigned, being duly sworn, depose and say:

1. That on November 5, 2012, **Joseph E. Hart** and **Rhonda K. Hart** executed a revocable living trust named the **2 Bits Family Trust** ("Trust") wherein **Joseph E. Hart** and **Rhonda K. Hart** were Grantors. The Grantors amended and restated the Trust on March 25, 2021;
2. Pursuant to Article 2 of the Trust, **Joseph E. Hart** and **Rhonda K. Hart** were appointed as initial Trustees of the Trust;
3. **Joseph E. Hart** died on September 11, 2022, a true and correct copy of his death certificate is attached hereto as **Exhibit A**;
4. Pursuant to Section 2.2 of the Trust, the surviving Grantor shall serve as sole Trustee of the Trust. The surviving Grantor has the right to appoint another to act as Co-Trustee. Rhonda K. Hart, the surviving Grantor, has exercised such right and appointed Trisha Kay Hart to serve as Co-Trustee.
5. That **Rhonda K. Hart** and **Trisha Kay Hart** hereby agree to serve as successor Co-Trustees, accept the duties and responsibilities thereof, and be bound by the terms of the Trust;
4. That the successor Trustees have, among other powers, the power to sell, exchange, lease and otherwise engage in transactions involving Trust assets as the Trustees deem appropriate;
5. The mailing address for the Trustees is: 7311 N. 1075th Avenue, Wadell, AZ 85355

Dated Oct 20, 2022.

Rhonda K. Hart
Rhonda K. Hart, Trustee

Trisha Kay Hart
Trisha Kay Hart, Trustee

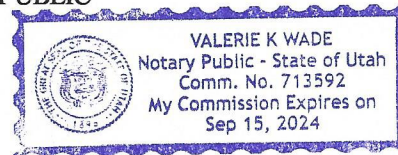
NOTARY CERTIFICATE ON FOLLOWING PAGE

NOTARY BLOCK FOR CERTIFICATE OF INCUMBENCY

STATE OF Utah)
)SS.:
COUNTY OF Leon)

On the 20 day of October, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **RHONDA K. HART**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that she executed it in such individual's representative capacity.

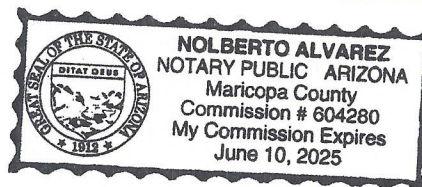
Valerie K Wade
NOTARY PUBLIC



STATE OF)
)SS.:
COUNTY OF)

On the 27th day of October, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **TRISHA KAY HART**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that she executed it in such individual's representative capacity.

Nolberto Alvarez
NOTARY PUBLIC



**APPOINTMENT AND ACCEPTANCE OF CO-TRUSTEE
THE 2 BITS FAMILY TRUST**

This Appointment and Acceptance of Co-Trustee is made by **RHONDA K. HART**, as surviving Grantor ("Surviving Grantor") of the **2 BITS FAMILY TRUST DATED NOVEMBER 5, 2012** ("Trust") as of the date set forth below.

Pursuant to Article 2, Section 2.2 of the Trust, the Surviving Grantor as Trustee is permitted to appoint a Co-Trustee. The undersigned hereby appoints **TRISHA KAY HART** as Co-Trustee. In the event **RHONDA K. HART** or **TRISHA KAY HART** is unable or unwilling to act as Trustee, the remaining of **RHONDA K. HART** and **TRISHA KAY HART** shall serve as sole Trustee. Each Co-Trustee may act independently of the other Co-Trustee.

Dated Oct 20, 2022.

Rhonda K Hart
RHONDA K. HART, SURVIVING GRANTOR

The undersigned hereby accepts the appointment as Co-Trustee of the **2 BITS FAMILY TRUST DATED NOVEMBER 5, 2012**, effective Oct. 27, 2022.

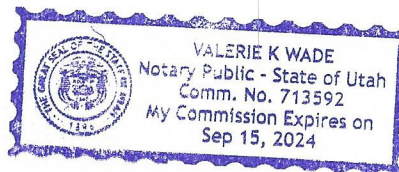
Trisha Kay Hart
TRISHA KAY HART, TRUSTEE

STATE OF Utah)
)ss.
COUNTY OF Levon)

On the 20 day of October, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **RHONDA K. HART**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that she executed it in such individual's representative capacity.

Valerie K Wade
NOTARY PUBLIC

STATE OF)
)ss.
COUNTY OF)



On the 27th day of October, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **TRISHA KAY HART**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that she executed it in such individual's representative capacity.

Nolberto Alvarez
NOTARY PUBLIC

