

Assignment and Nominee Agreement

This Agreement, made by and between ISAAC MAX JARAMILLO ("Trustor") and ISAAC MAX JARAMILLO and PAUL MICHAEL JARAMILLO, Trustees, of the ISAAC MAX JARAMILLO FAMILY TRUST, dated February 18, 2009 ("Trustee") is effective February 26, 2014.

WHEREAS, Trustor established a revocable trust ("Trust") for estate planning purposes on February 18, 2009;

WHEREAS, Trustor hereby transfers all property owned by Trustor to the Trust, including, but not limited to, the property identified on Schedule A, whether real or personal, tangible or intangible, but exclusive of annuities, IRA's, retirement plans under the Internal Revenue Code, or any property the transfer of which would violate any agreement restricting transfer of such property or cause any tax to become due ("Property");

WHEREAS, Trustor intends that any Property presently owned or acquired hereafter by any means shall be owned by Trustee;

WHEREAS, Trustor and Trustee agree that certain Property is more conveniently managed and administered in the name of the Trustor rather than Trustee;

WHEREAS, Trustee desires to establish a legal relationship with Trustor with respect to the Property;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. The above recital clauses are hereby incorporated into this Agreement by reference.
2. The parties expressly acknowledge that Trustor hereby assigns the Property to Trustee, and Trustor is holding title to the Property as nominee for Trustee to the full extent of the interest therein. Trustor expressly acknowledges that Trustor has no interest whatsoever in the Property and agrees that upon demand Trustor will convey possession of the Property to Trustee.
3. Trustee shall bear all costs and expenses incurred in connection with the Property.
4. In any suit, arbitration or other action brought to enforce the provisions of this Agreement or for the breach or to restrain the breach of any of the terms of this Agreement (any such activity being referred to herein as a "Proceeding"), the prevailing party shall be entitled to receive from the other party hereto named in such Proceeding a reasonable attorney's fee, whether incurred before, during or after any hearing, appeal, or collection proceeding, as determined by the Court or Arbitrator, as the case may be, in such Proceeding.

This Agreement shall survive the death of Trustor and Trustee.

IN WITNESS WHEREOF, the parties have executed this Assignment and Nominee Agreement as of the day and year first above written.

Trustor:

Isaac Max Jaramillo
ISAAC MAX JARAMILLO

Trustees:

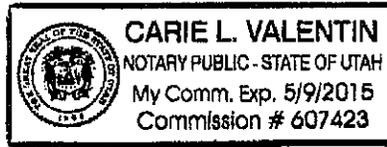
Isaac Max Jaramillo
ISAAC MAX JARAMILLO

Paul Michael Jaramillo
PAUL MICHAEL JARAMILLO

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

The foregoing instrument was acknowledged before me this February 26, 2014 by ISAAC MAX JARAMILLO.

Carie L. Valentin
Notary Public



STATE OF UTAH)
COUNTY OF SALT LAKE) SS

The foregoing instrument was acknowledged before me this February 26, 2014 by PAUL MICHAEL JARAMILLO.

Carie L. Valentin
Notary Public

