

THE LAI ROBINSON LIVING TRUST

March 22, 2022

LAW OFFICES
SURRATT LAW PRACTICE, PC
3705 LAKESIDE DRIVE
RENO, NEVADA 89509

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The Lai Robinson Living Trust

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The Lai Robinson Living Trust

Article One Establishing Our Trust

The date of this trust is March 22, 2022. The parties to this trust are Cathryn Muriel Lai and Merle Lynne Robinson (the *Grantors*) and Cathryn Muriel Lai and Merle Lynne Robinson (collectively, our *Trustee*).

We intend to create a valid trust under the laws of Nevada and under the laws of any state in which any trust created under this trust document is administered. The terms of this trust prevail over any provision of Nevada law, except those provisions that are mandatory and may not be waived.

Section 1.01 Identifying Our Trust

For convenience, our trust may be referred to as:

“The Lai Robinson Living Trust dated March 22, 2022.”

To the extent practicable, for the purpose of transferring property to our trust or identifying our trust in any beneficiary or pay-on-death designation, our trust should be identified as:

“Cathryn Muriel Lai and Merle Lynne Robinson, Trustees of the Lai Robinson Living Trust dated March 22, 2022, and any amendments thereto.”

For all purposes concerning the identity of our trust or any property titled in or payable to our trust, any description referring to our trust will be effective if it reasonably identifies our trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties

Third parties may require documentation to verify the existence of this trust, or particular provisions of it, including the name of our Trustee or the powers held by our Trustee. To protect the confidentiality of this instrument, our Trustee may use an affidavit or a certification of trust that identifies our Trustee and sets forth the authority of our Trustee to transact business on behalf of our trust instead of providing a copy of this instrument. The affidavit or certification may include pertinent pages from this instrument, including title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by our Trustee with respect to the representations contained in it. A third party relying upon an affidavit or certification of trust will be exonerated from any liability for actions the third party takes or does not take in reliance upon the representations contained in the affidavit or certification of trust.

A third party dealing with our Trustee will not be required to inquire into this trust’s terms or the authority of our Trustee, or to see to the application of funds or other property

received by our Trustee. Our Trustee's receipt of any money or property paid, transferred, or delivered to our Trustee will be a sufficient discharge to the third party from all liability in connection with its application. A written statement by our Trustee is conclusive evidence of our Trustee's authority. Third parties are not liable for any loss resulting from their reliance on a written statement by our Trustee asserting our Trustee's authority or seeking to affect a transfer of property to or from the trust.

Section 1.03 Transferring Property to Our Trust

Any person or entity may transfer any property to our trust in any manner authorized by law.

(a) Initial Funding of Our Trust

By executing this instrument, we transfer, convey, and assign to our Trustee the trust property described in the attached schedules.

(b) Acceptance by Our Trustee

By executing this instrument, our Trustee accepts and agrees to hold the property transferred to the trust as trust property. All property transferred to our trust after the date of this trust must be acceptable to our Trustee. Our Trustee may refuse to accept any property. Our Trustee shall hold, administer, and dispose of all accepted trust property for our benefit and for the benefit of our beneficiaries, in accordance with the terms of this trust.

(c) Community Property

Any community property transferred to our trust, including the property's income and the proceeds from the property's sale or exchange, will retain its character as community property during our lives, to the same extent as if it had not been transferred to our trust.

(d) Separate Property

Separate property transferred to our trust will retain its character as separate property. Our separate property may be identified as the separate property of either of us on the attached schedules. The separate property of either of us, including the property's income and proceeds from the property's sale or exchange, will remain separate property. Each of us has the unrestricted right to remove all or any part of our separate property at any time.

An amount that is payable to our trust on a life insurance policy that is the separate property of either of us will retain its character as separate property.

(e) Joint Property

If joint tenancy property with right of survivorship is transferred to our trust, we will be considered to have severed the joint tenancy immediately before transferring the property, and no right of survivorship will exist with respect to this property.

Section 1.04 Powers Reserved by Us as Grantors

As Grantors, we retain the powers set forth in this Section in addition to any powers that we reserve in other provisions of this instrument.

(a) Action on Behalf of Our Trust

Whenever both of us are serving as Trustee, either or both of us may act for and conduct business on behalf of our trust without the consent of any other Trustee.

Whenever one of us is alive but not serving as Trustee, and the other is serving as Trustee, the one who is serving as Trustee may act for and conduct business on behalf of our trust without the consent of any other Trustee.

After one of us dies, the ability of the survivor of us, when serving as Trustee, to conduct business on behalf of us without the consent of any other Trustee is subject to the terms and conditions of our trust.

(b) Amendment, Restatement, or Revocation

Acting jointly, we may amend, restate, or revoke this instrument, in whole or in part, for any purpose.

Each of us individually retains the right to revoke any term or provision of this trust in whole or in part as to each of our separate property.

Any amendment, restatement, or revocation must be made in writing and delivered to our then-serving Trustee.

(c) Addition or Removal of Trust Property

Either of us may add property to our trust. Both of us, acting jointly may remove any property from our trust. Each of us, acting alone, may remove our own separate property from our trust. Community property removed from our trust will retain its character as community property.

(d) Control of Income and Principal Distributions

We retain the right to control the distribution of income and principal from our trust. We may direct our Trustee to distribute as much of the net income and principal of the trust property as we consider advisable to us or to other persons or entities. Our Trustee may distribute the net income and principal to us or for our unrestricted use and benefit, even to the exhaustion of all trust property. Any undistributed net income is to be added to the principal of our trust.

Unless otherwise directed, our Trustee shall distribute the net income from the community property to us at least quarterly and shall distribute the net income from a Grantor's separate property to that Grantor at least quarterly.

Our Trustee may also distribute principal of the community property for the unrestricted use of either or both of us and the principal of a Grantor's

separate property for the unrestricted use and benefit of that Grantor, even to the exhaustion of all trust property. Any undistributed net income is to be added to the principal of our trust.

(e) Approval of Investment Decisions

We reserve the absolute right to review and change our Trustee's investment decisions as to the community property. Each of us reserves the absolute right to review and change our Trustee's investment decisions as to our respective separate property. But our Trustee is not required to seek our approval before making investment decisions.

Section 1.05 Grantor Trust Status

By reserving the broad rights and powers set forth in Section 1.04 of this Article, we intend to qualify our trust as a *Grantor Trust* under Internal Revenue Code Sections 671 to 677. This means that, for federal income tax purposes, each of us will be treated as the owner of one-half of all the community property held in our trust and as the owner of our respective separate property as if we held the property individually.

During any period that our trust is a Grantor Trust, the Taxpayer Identification Number of our trust will be either of our Social Security numbers, in accordance with Treasury Regulation Section 301.6109-1(a)(2).

Article Two Family Information

We were married on November 20, 2014.

We have no children.

We have also provided for the following individuals in this trust:

Name	Relationship
Contessa Lai	Niece
Michael John Lai	Nephew
Lisa Golda Mandelker	Niece
Erin Ailene Fink	Niece

Article Three

Trustee Succession Provisions

Section 3.01 Resignation of a Trustee

A Trustee may resign by giving written notice to either of us. If we are both incapacitated or deceased, a resigning Trustee shall give written notice to the trust's Income Beneficiaries and any other then-serving Trustee.

Section 3.02 Trustee Succession while Both of Us Are Alive

While we are both alive, this Section governs the removal and replacement of our Trustees.

(a) Removal and Replacement by Both of Us

By joint agreement, we may remove any Trustee at any time, with or without cause. If a Trustee is removed, resigns, or cannot continue to serve for any reason, either or both of us may serve as Trustee, we may appoint a Trustee to serve with either or both of us, or we may appoint a successor Trustee.

(b) Removal and Replacement by One of Us

If one of us is incapacitated, the non-incapacitated Grantor may remove any Trustee at any time, with or without cause. If a Trustee is removed, resigns, or cannot continue to serve for any reason, the non-incapacitated Grantor may serve as sole Trustee, appoint a Trustee to serve with the non-incapacitated Grantor, or appoint a successor Trustee.

(c) Successor Trustee during Incapacity of a Grantor

During the incapacity of a Grantor, the other Grantor may serve as sole Trustee.

If the other Grantor is unable or unwilling to serve for any reason, then we name Lisa Golda Mandelker and Contessa Lai, to serve jointly. If Lisa Golda Mandelker is unable or unwilling to serve, then Erin Ailene Fink will serve in her absence. If Contessa Lai is unable or unwilling to serve, then Michael John Lai will serve in her absence.

(d) Removal of Trustee during Incapacity of Both of Us

During any time both of us are incapacitated, a Trustee may be removed only for cause; an interested party must petition a court of competent jurisdiction and receive approval from the court for the Trustee removal to be effective.

(e) Default of Designation

If the office of Trustee of a trust created under this instrument is vacant and no designated Trustee is able and willing to act during any time that one of us is incapacitated, the other Grantor may appoint a successor Trustee.

The Legal Representative of either of us may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petitioned court acquires jurisdiction over the trust only to the extent necessary to make the appointment. The trust is not subject to the court's continuing jurisdiction.

All appointments, removals, and revocations must be by signed written instrument.

Section 3.03 Trustee Succession after the Death of Either or Both of Us

After the death of either or both of us, this Section governs the removal and replacement of our Trustees.

(a) Upon the Death of a Grantor

Upon the death of a Grantor, the other Grantor may serve as sole Trustee of all trusts created under this instrument.

If the other Grantor is unable or unwilling to serve for any reason, then we name Lisa Golda Mandelker and Contessa Lai, to serve jointly. If Lisa Golda Mandelker is unable or unwilling to serve, then Erin Ailene Fink will serve in her absence. If Contessa Lai is unable or unwilling to serve, then Michael John Lai will serve in her absence.

(b) Appointment of Successor Trustees by the Surviving Grantor

After the death of one of us, the surviving Grantor may appoint the current or successor Trustees for any trust created under this instrument. The surviving Grantor may amend or revoke this appointment. Except for the Trustee of the Survivor's Trust, any Trustee appointed by the surviving Grantor to a trust of which the surviving Grantor is a beneficiary must be an individual or corporate fiduciary that is not related or subordinate to the surviving Grantor within the meaning of Internal Revenue Code Section 672(c).

(c) Removal of a Trustee

After the death of one of us, the surviving Grantor may remove any Trustee, with or without cause. If the surviving Grantor is incapacitated, a Trustee may be removed only for cause, and only if a court of competent jurisdiction approves the removal upon the petition of an interested party.

After both of our deaths, a Trustee of any trust created under this instrument may be removed by the unanimous decision of all the trust's Income Beneficiaries, with or without cause.

A Trustee may be removed under this Subsection only if the person or persons having the right of removal appoints an individual or corporate fiduciary by the effective removal date and this appointee simultaneously commences service as Trustee. The Trustee appointed to serve as successor

Trustee may not be related or subordinate to any person having the right of removal within the meaning of Internal Revenue Code Section 672(c).

The right to remove a Trustee under this Subsection is not to be interpreted to grant the person holding that right any of the powers of that Trustee.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

(d) Default of Designation

If the office of Trustee of a trust created under this instrument is vacant and no designated Trustee is able and willing to act, the surviving Grantor may appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the appointment within the meaning of Section 672(c) of the Internal Revenue Code as successor Trustee.

If the surviving Grantor is unable or unwilling to name a successor Trustee or if both of us are deceased, the trust's Primary Beneficiary may appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the appointment within the meaning of Section 672(c) of the Internal Revenue Code as successor Trustee.

Any beneficiary may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petition may subject the trust to the jurisdiction of the court only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

Section 3.04 Notice of Removal and Appointment

Notice of removal must be in writing and delivered to the Trustee being removed, along with any other then-serving Trustees. The removal notice will become effective in accordance with its provisions.

Notice of appointment must be in writing and delivered to the successor Trustee and any other then-serving Trustees. The appointment will become effective at the time of acceptance by the successor Trustee. A copy of the notice may be attached to this instrument.

Section 3.05 Appointment of a Co-Trustee

Any individual Trustee may appoint an individual or a corporate fiduciary as a Co-Trustee. This Co-Trustee will serve only as long as the appointing Trustee serves, or as long as the last to serve if more than one Trustee appointed the Co-Trustee. This Co-Trustee will not become a successor Trustee upon the death, resignation, or incapacity of the appointing Trustee, unless appointed under the terms of this instrument. Although this Co-Trustee may exercise all the powers of the appointing Trustee, the combined powers of this Co-Trustee and the appointing Trustee may not exceed the powers of the appointing Trustee.

alone. The Trustee appointing a Co-Trustee may revoke the appointment at any time, with or without cause.

Section 3.06 Corporate Fiduciaries

Any corporate fiduciary serving under this instrument as a Trustee must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal or state law and that is not related or subordinate to any beneficiary within the meaning of Internal Revenue Code Section 672(c).

Section 3.07 Incapacity of a Trustee

If any individual Trustee becomes incapacitated, the incapacitated Trustee need not resign as Trustee. For Trustees other than one of us, a written declaration of incapacity by the Co-Trustee or, if none, by the party designated to succeed the incapacitated Trustee if made in good faith will terminate the trusteeship. If the Trustee designated in the written declaration objects in writing to termination of the trusteeship within 30 days of receiving the declaration of incapacity, a written opinion of incapacity signed by a physician who has examined the incapacitated Trustee must be obtained before the trusteeship will be terminated. The Trustee objecting to termination of trusteeship must sign the necessary medical releases needed to obtain the physician's written opinion, or the trusteeship will be terminated without it.

Section 3.08 Appointment of Independent Special Trustee

If for any reason the Trustee of any trust created under this instrument is unwilling or unable to act with respect to any trust property or any provision of this instrument, the Trustee shall appoint, in writing, a corporate fiduciary or an individual to serve as an Independent Special Trustee as to this property or with respect to this provision. The Independent Special Trustee appointed may not be related or subordinate to any trust beneficiary within the meaning of Internal Revenue Code Section 672(c).

An Independent Special Trustee will exercise all fiduciary powers granted by this trust unless expressly limited elsewhere in this instrument or by the Trustee in the instrument appointing the Independent Special Trustee. An Independent Special Trustee may resign at any time by delivering written notice of resignation to the Trustee. Notice of resignation will be effective in accordance with the terms of the notice.

Section 3.09 Rights of Successor Trustees

Each successor Trustee serving under this instrument, whether individual or corporate, will have all of the title, rights, powers and privileges granted to our initial Trustees named under this instrument as to the trust of which he or she is named Trustee. In addition, each successor Trustee will be subject to all of the restrictions imposed upon, as well as all obligations and duties, both discretionary and ministerial, given to the original Trustees.

Section 3.10 Prohibited Trustees

Notwithstanding anything in this instrument to the contrary, a beneficiary of a supplemental needs trust established under this instrument may not, at any time, serve as

Trustee of the supplemental needs trust. If a beneficiary has been nominated to serve as a Trustee of the supplemental needs trust, that nomination will be null and void and the remaining provisions of this instrument with respect to Trustee succession will apply.

Article Four

Administration of Our Trust During a Grantor's Incapacity

Section 4.01 Definition of a Grantor's Incapacity

A Grantor will be considered incapacitated during any time when the Grantor is unable to effectively manage her property or financial affairs because of age, illness, mental disorder, dependence on prescription medication or other substances, or any other cause.

Section 4.02 Determination of a Grantor's Incapacity

For purposes of this instrument, a Grantor is incapacitated if determined to be so under any one of the following Subsections.

(a) Determination by the Other Grantor and Attending Physician

A Grantor will be considered incapacitated if the then-existing circumstances fall within the definition of incapacity as provided in Section 4.01 in the opinion of the other Grantor and the incapacitated Grantor's attending physician.

If the other Grantor is unable to make this determination, the incapacitated Grantor's attending physician will determine whether the incapacitated Grantor's then-existing circumstances fall within the definition of incapacity as provided in Section 4.01.

A Grantor will be considered restored to capacity if the Grantor's personal or attending physician signs a written opinion that the Grantor can manage her property and financial affairs.

(b) Court Determination

A Grantor will be considered incapacitated if a court of competent jurisdiction determines that the Grantor is legally incapacitated, incompetent, or otherwise unable to effectively manage her property or financial affairs.

(c) Detention, Disappearance, or Absence

A Grantor will be considered incapacitated if the Grantor has an unexplained disappearance or absence for more than 30 days, or is detained under duress. A Grantor's disappearance, absence, or detention under duress may be established by an affidavit of our Trustee, or, if no Trustee is then serving under this trust, by the affidavit of any beneficiary of any trust created under this instrument. The affidavit must describe the circumstances of the Grantor's disappearance, absence, or detention under duress. A third party dealing with our Trustee in good faith may always rely on the representations contained in the affidavit.

A Grantor will be considered restored to capacity upon written notice by the missing or detained Grantor to the successor Trustee that she can manage her property and financial affairs.

Section 4.03 Trust Distributions during a Grantor's Incapacity

For purposes of this Article, *incapacitated Grantor's trust property* refers to the net income and principal of the incapacitated Grantor's separate property and the net income and principal of the incapacitated Grantor's share of the community property, during any period when a Grantor is incapacitated.

Our Trustee shall administer the incapacitated Grantor's trust property as follows.

(a) Distributions for the Incapacitated Grantor's Benefit

Our Trustee shall regularly and conscientiously make appropriate distributions of income and principal for the benefit of the incapacitated Grantor under the circumstances existing at the time each distribution is made.

Appropriate distributions under this Subsection include the payment of any of the incapacitated Grantor's enforceable legal obligations and premiums for insurance policies owned by the incapacitated Grantor or by our trust, including life, medical, disability, property and casualty, errors and omissions, and long-term health care policies.

The examples included in this Subsection are for purposes of illustration only and are not intended to limit the authority of our Trustee to make any distribution for the incapacitated Grantor's benefit that our Trustee determines appropriate.

(b) Manner of Making Distributions

Our Trustee may make distributions for the incapacitated Grantor's benefit in any one or more of the following ways:

- to the incapacitated Grantor, but only to the extent she is able to manage these distributions;

- to other persons and entities for the incapacitated Grantor's use and benefit;

- to an agent or attorney in fact authorized to act for the incapacitated Grantor under a legally valid durable power of attorney executed by the incapacitated Grantor before her incapacity; and

- to the incapacitated Grantor's guardian or conservator who has assumed responsibility for the incapacitated Grantor under any court order, decree, or judgment issued by a court of competent jurisdiction.

(c) Distributions for the Other Grantor's Benefit and for the Benefit of Our Dependents

Our Trustee may distribute as much of the net income and principal of the incapacitated Grantor's trust as our Trustee considers necessary for the health, education, maintenance, or support of the other Grantor.

Our Trustee may also distribute as much of the net income and principal of the incapacitated Grantor's trust as our Trustee considers necessary for the health, education, maintenance, or support of other persons who our Trustee determines are dependent on the incapacitated Grantor for support.

(d) Guidance for Our Trustee Regarding Distributions

When making distributions under Subsections (a) and (c), our Trustee shall give consideration first to the incapacitated Grantor's needs and the needs of the other Grantor, and then to the needs of those persons dependent on the incapacitated Grantor.

When making distributions under Subsection (c), we request that our Trustee, in its sole and absolute discretion, consider other income and resources available to the dependents. Our Trustee may make unequal distributions, distributions to some but not all dependents, or no distributions.

A distribution made to a beneficiary under this Section will not be considered an advancement, and will not be charged against the share of the beneficiary that may be distributable under any other provision of this trust.

(e) Power to Make Gifts

Our Trustee is authorized to make gifts from the incapacitated Grantor's trust as follows.

(1) Continuation of Gifting Program

Our Trustee is authorized to honor pledges and to continue to make gifts to charitable organizations that the incapacitated Grantor regularly supported before her incapacity in the previously given amounts. Our Trustee may continue any gifting program initiated by the incapacitated Grantor before her incapacity.

(2) Gifts to Trust Beneficiaries

Our Trustee may make gifts on the incapacitated Grantor's behalf, to or for the benefit of any remainder or contingent beneficiary named in this instrument for purposes our Trustee considers to be in the best interest of both the incapacitated Grantor and the beneficiary, including the minimization of income, estate, inheritance, or gift taxes. Any gifts our Trustee makes under this Subsection must be limited to the federal annual gift tax exclusion amount.

(3) Gifts for Tuition

Our Trustee may prepay the cost of tuition for any remainder or contingent beneficiary named in this trust. Our Trustee may make these payments directly to the educational institution, or by establishing and contributing to a Qualified State Tuition Program established under Internal Revenue Code Section 529.

(4) Gifts for Medical Expenses

Our Trustee may pay medical expenses for any remainder or contingent beneficiary named in this trust as permitted under Internal Revenue Code Section 2503(e). Our Trustee shall make these payments directly to the medical provider.

(5) Gift Splitting Authorized

Our Trustee is authorized to consent to the splitting of gifts under Internal Revenue Code Section 2513 or under similar provisions of any state or local gift tax laws.

(6) Gifts Limited to Ascertainable Standards

An Interested Trustee may only make gifts that are necessary for the health, education, maintenance, or support of the person to whom a gift is made. Our Trustee is not required to consider other income and resources available to the recipient.

(7) Methods of Making Gifts

Our Trustee may make gifts of trust property under this Subsection outright, in trust, or in any other manner that our Trustee, in its sole and absolute discretion, considers appropriate.

By way of example and without limiting our Trustee's powers under this Subsection, our Trustee is specifically authorized to make gifts by creating tenancy in common and joint tenancy interests, or by establishing irrevocable trusts (including charitable or noncharitable split interest trusts). Our Trustee may make gifts of trust property by establishing and contributing trust property to corporations, family limited partnerships, limited liability partnerships, limited liability companies, or other similar entities, and by making gifts of interests in any of those entities.

To accomplish the objectives described in this Subsection, our Trustee may establish and maintain financial accounts of all types and may execute, acknowledge, seal, and deliver deeds, assignments, agreements, authorizations, checks, and

other instruments. Our Trustee may prosecute, defend, submit to arbitration, or settle, propose, or accept a compromise with respect to a claim existing in favor of or against the incapacitated Grantor, based on or involving a gift transaction on the incapacitated Grantor's behalf. Our Trustee may intervene in any related action or proceeding.

Our Trustee may perform any other act our Trustee considers necessary or desirable to complete a gift on the incapacitated Grantor's behalf in accordance with the provisions of this Subsection.

(8) Standard for Making Gifts

We desire that in making gifts on the incapacitated Grantor's behalf, our Trustee consider the history of the incapacitated Grantor's gift making and our estate plan. To the extent reasonably possible, we direct our Trustee to avoid disrupting the dispositive provisions of our estate plan as established by us prior to the Grantor's incapacity.

Article Five

Administration of Our Trust Upon the Death of a Grantor

Section 5.01 Surviving Grantor's Trust Property and Deceased Grantor's Trust Property

After the first of us dies, the surviving Grantor's interest in any community property of our trust and the surviving Grantor's separate trust property will be referred to as the *surviving Grantor's trust property*. The surviving Grantor's trust property will be referred to as the Survivor's Trust, and our Trustees shall administer the Survivor's Trust as provided in Article Eight.

The deceased Grantor's interest in any community property of our trust and the deceased Grantor's separate trust property will be referred to as the *deceased Grantor's trust property*.

Section 5.02 Administrative Trust

Upon a Grantor's death, our trust will become irrevocable as it pertains to the administration and distribution of the deceased Grantor's trust property. Our Trustee may need to apply for a separate Taxpayer Identification Number for the deceased Grantor's trust property.

Before the distribution of the deceased Grantor's trust property as provided in this trust, the deceased Grantor's trust property will be referred to as the *administrative trust*, but may continue to be known as the Lai Robinson Living Trust during the administration period. The administrative trust will exist for the period reasonably necessary to complete the administrative tasks set forth in this Article.

Section 5.03 Payment of Expenses and Taxes

Our Trustee may pay from the deceased Grantor's trust property:

- expenses of the deceased Grantor's last illness, funeral, and burial or cremation, including expenses of memorials and memorial services;

- legally enforceable claims against the deceased Grantor or the deceased Grantor's estate;

- expenses of administering the trust and the deceased Grantor's estate; and
- court-ordered allowances for those dependent upon the deceased Grantor.

These payments are discretionary with our Trustee. Our Trustee may make decisions on these payments without regard to any limitation on payment of the expenses and may make payments without any court's approval. No third party may enforce any claim or right to payment against the trust by virtue of this discretionary authority.

If payment would decrease the federal estate tax charitable deduction available to the deceased Grantor's estate, our Trustee may not pay any administrative expenses from

assets passing to an organization that qualifies for the federal estate tax charitable deduction.

If payment would decrease the federal estate tax marital deduction available to the deceased Grantor's estate or violate the provisions of Treasury Regulation Section 20.2056(b)-4(d), our Trustee may not pay any administrative expenses from the net income of property qualifying for the federal estate tax marital deduction.

Our Trustee shall pay death taxes out of the trust property's principal, as provided in Section 5.06. But if a probate estate is opened within six months after the date of the deceased Grantor's death, the deceased Grantor's Personal Representative shall pay any outstanding claims and expenses as authorized by the Personal Representative, as well as any death taxes from the deceased Grantor's probate estate to the extent that the cash and readily marketable assets in the deceased Grantor's probate estate are sufficient.

Section 5.04 Restrictions on Certain Payments from Retirement Plans

Qualified retirement benefits payable to the trust may not be used or applied on or after the designation date for payment of the deceased Grantor's debts, taxes, expenses of administration, or other claims against the deceased Grantor's estate, or for payment of estate, inheritance, or similar transfer taxes due because of the deceased Grantor's death, other than those directly attributable to and the legal obligation of a particular qualified retirement plan. This Section does not apply to any bequest or expense that is specifically directed to be funded with qualified retirement benefits.

Section 5.05 Excluding Life Insurance Proceeds from Creditors

Despite anything to the contrary in this instrument, any life insurance proceeds payable to the Trustee under this instrument must never be or become part of our probate or testamentary estate. Nothing in this instrument directs that these life insurance proceeds be used to pay our debts or expenses.

Section 5.06 Payment of Death Taxes

For the purposes of this Article, the term *death taxes* refers to any taxes imposed by reason of the deceased Grantor's death by federal, state, or local authorities, including estate, inheritance, gift, and direct-skip generation-skipping transfer taxes. For purposes of this Section, *death taxes* does not include any additional estate tax imposed by Internal Revenue Code Section 2031(c)(5)(C) or Section 2032A(c), or any other comparable recapture tax imposed by any taxing authority. Nor does the term include any generation-skipping transfer tax, other than a direct-skip generation-skipping transfer tax.

Except as otherwise provided in this Article or elsewhere in this trust, our Trustee shall provide for payment of all death taxes from the administrative trust without apportionment. Our Trustee may not seek contribution toward or recovery of any payments of death taxes from any individual.

(a) Protection of Exempt Property

Death taxes may not be allocated to or paid from any assets that are not included in the deceased Grantor's gross estate for federal estate tax

purposes. To the extent practicable, our Trustee may not pay any death taxes from assets that are exempt for generation-skipping transfer tax purposes.

(b) Protection of the Marital Deduction

Death taxes may not be paid from or allocated to any property that qualifies for the federal estate tax marital deduction.

(c) Protection of the Charitable Deduction

Death taxes may not be paid from or allocated to any assets passing to an organization that qualifies for the federal estate tax charitable deduction, or from any assets passing to a split-interest charitable trust, unless the Trustee has first used all other assets available to pay the taxes.

(d) Property Passing outside of Our Trust

Death taxes imposed with respect to property included in the deceased Grantor's gross estate for death tax purposes but passing outside of the trust are to be apportioned among the persons and entities benefited. The proportion attributed to each person or entity is the taxable value of each person or entity's beneficial interest over the total taxable value of all property and interests included in the deceased Grantor's gross estate for death tax purposes. The values used for the apportionment are to be the values as finally determined under federal, state, or local law.

(e) QTIP Property

If our Trustee or the surviving Grantor's Personal Representative waives any right of recovery granted by Section 2207A and corresponding provisions of applicable state law, no death taxes paid as a result of including property held in a qualified terminable interest property (QTIP) trust created by the first Grantor to die and included in the taxable estate of the second Grantor to die will be apportioned to or collected from the assets of the QTIP as provided in Internal Revenue Code Section 2207A.

Section 5.07 Coordination with the Personal Representative

The following provisions are intended to help facilitate the coordination between the deceased Grantor's Personal Representative and our Trustee. These provisions apply even if the Personal Representative and the Trustee are the same person or entity.

(a) Reliance on Information from the Personal Representative

Our Trustee may rely upon the written request of the deceased Grantor's Personal Representative for payments authorized under this Article and the amounts included in those payments without computing the sums involved. If a payment is made under this Article to the deceased Grantor's Personal Representative, our Trustee will have no duty to inquire into the application of the payment.

(b) Receipt of Probate Property

Our Trustee may accept or decline any distributions of property tendered to our Trustee by the deceased Grantor's Personal Representative. If our Trustee accepts the property, our Trustee may do so without audit, and will not be required to review the Personal Representative's records.

(c) Discretionary Distributions to the Deceased Grantor's Personal Representative

Our Trustee may distribute cash, accrued income, or other trust property to the deceased Grantor's probate estate as a beneficiary of this trust, to the extent our Trustee determines that doing so is in the best interests of the trust beneficiaries.

Section 5.08 Authority to Make Tax Elections

After a Grantor's death, our Trustee may make tax elections as provided in this Section. But if a Personal Representative is appointed for the deceased Grantor's probate estate, the discretionary authority granted to our Trustee as to any tax election will be subordinate to the Personal Representative's statutorily delegated authority.

(a) Tax Elections

Our Trustee may make any tax elections necessary for the efficient administration of the deceased Grantor's estate, including:

- valuing assets according to an alternate valuation date;
- electing whether to take administration expenses as estate tax deductions or income tax deductions;
- allocating a Grantor's unused generation-skipping exemption to any portion of the trust property;
- electing special-use valuation;
- deferring payment of all or any portion of any taxes; and
- treating any portion of the deceased Grantor's administrative trust as part of the deceased Grantor's estate for federal or state income tax purposes, or both.

In addition, our Trustee, in its sole and absolute discretion, may elect to waive, in whole or in part, the surviving Grantor's right to have the surviving Grantor's estate reimbursed for any tax paid as a result of the inclusion in the surviving Grantor's taxable estate of property held in a qualified terminable interest property (QTIP) trust created for the surviving Grantor by the deceased Grantor.

Our Trustee may make equitable adjustments between income and principal because of any tax elections made by our Trustee.

(b) Allocation of GST Exemption

Our Trustee may elect to allocate or not allocate any portion of the Available GST Exemption under Internal Revenue Code Section 2631, or a counterpart exemption under any applicable state law to any property of which the deceased Grantor is considered the transferor for generation-skipping transfer tax purposes. This includes any property transferred by the deceased Grantor during the deceased Grantor's life for which the deceased Grantor did not make an allocation prior to death. The exercise of our Trustee's discretion should be based on the transfers, gift tax returns, and other information known to our Trustee, with no requirement that allocations benefit the various transferees or beneficiaries in any particular manner.

(c) Qualified Conservation Easements

Our Trustee may create a qualified conservation easement, as defined in Internal Revenue Code Section 2031(c)(8)(A), in any land held by the trust and may make the necessary election provided by Section 2031(c)(6).

Section 5.09 Authority to Elect Portability

The applicable exclusion amount is defined in Internal Revenue Code Section 2010(c)(2). After the death of one of us, if the deceased Grantor's applicable exclusion amount cannot be fully used, and the deceased Grantor does not have a duly appointed Personal Representative for the deceased Grantor's estate, then we nominate our Trustee to serve as the deceased Grantor's executor or administrator for purposes of Internal Revenue Code Section 2203.

We authorize our Trustee, in its sole and absolute discretion, when acting as the deceased Grantor's executor or administrator for purposes of Internal Revenue Code Section 2203, to make a timely election under Internal Revenue Code Section 2010(c)(5)(A) so that the surviving Grantor may take the deceased Grantor's deceased spousal unused exclusion amount (*DSUE*) as defined in Internal Revenue Code Section 2010(c)(4), if any, into account in calculating the surviving Grantor's applicable exclusion amount.

In determining whether or not a DSUE election should be made, our Trustee, acting as the deceased Grantor's executor or administrator for purposes of Internal Revenue Code Section 2203, may take into account the overall size of the surviving Grantor's estate, the projected inclusion of the deceased Grantor's trust estate due to the use of QTIP elections, and general powers of appointment granted by the deceased Grantor to the surviving Grantor.

Our Trustee, acting as executor or administrator for purposes of Internal Revenue Code Section 2203, will not be liable to the beneficiaries of our Trust or the beneficiaries of the surviving Grantor's estate for the failure to make a DSUE election under Internal Revenue Code Section 2010(c)(5)(A).

Article Six

Specific Distributions Upon a Grantor's Death and Disposition of Tangible Personal Property

Section 6.01 Specific Gift of Residence

When the first Grantor dies, our Trustee shall distribute any real property, including buildings and improvements, used by the surviving Grantor as her principal residence, to the Survivor's Trust. This gift includes insurance policies on the property and claims under those policies. Our Trustee shall distribute the property subject to all liens and encumbrances against the property that exist at the death of the first Grantor to die.

If the surviving Grantor disclaims any interest in the property distributed under this provision, the interest will be distributed as provided in the Articles that follow.

Section 6.02 Distribution of Tangible Personal Property by Memorandum

Each of us may dispose of items of tangible personal property by a signed written memorandum executed after we sign this instrument. The memorandum must refer to our trust and must reasonably identify the items and the beneficiary designated to receive each item. If either or both of us executes a memorandum, our Trustee shall incorporate the memorandum by reference into this instrument to the extent permitted by law.

Our Trustee shall distribute the items of tangible personal property listed in the memorandum as promptly as practicable after the death of a Grantor who completed the memorandum, together with any insurance policies covering the property and any claims under those policies, as provided in the memorandum. If either or both of us leave multiple written memoranda that conflict as to the disposition of any item of tangible personal property, the memorandum with the most recent date will control as to that item.

If the law does not permit incorporation of the memorandum by reference, the memorandum will then serve as an amendment to our trust, but only to the extent this amendment solely disposes of tangible personal property. We request that our Trustee follow our wishes and distribute the items of tangible personal property listed in the memorandum according to its terms.

Section 6.03 Distribution of Remaining Tangible Personal Property

Our Trustee shall distribute any of the deceased Grantor's remaining tangible personal property not disposed of by a written memorandum to the Survivor's Trust to be administered as provided in Article Eight. If we are both deceased, our Trustee shall distribute the property as provided in the following Articles.

Section 6.04 Definition of Tangible Personal Property

For purposes of this Article, the term *tangible personal property* includes household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, apparel and jewelry, books, sporting goods, and hobby paraphernalia. The term does not

include any property that our Trustee, in its sole and absolute discretion, determines to be part of any business or business interest owned by the deceased Grantor or our trust.

After the death of a Grantor, if our Trustee receives property to be distributed under this Article from the deceased Grantor's probate estate or in any other manner, our Trustee shall distribute the property in accordance with this Article's terms. The fact that an item of tangible personal property was not received by our trust until after the death of a Grantor does not diminish the validity of the gift. If property to be distributed under this Article is not part of the trust property upon the death of a Grantor and is not subsequently transferred to our Trustee from the deceased Grantor's probate estate or in any other manner, then the specific distribution of property made in this Article is null and void, without any legal or binding effect.

Section 6.05 Incidental Expenses and Encumbrances

Until property distributed in accordance with this Article is delivered to the appropriate beneficiary or his or her Legal Representative, our Trustee shall pay the reasonable expenses of securing, storing, insuring, packing, transporting, and otherwise caring for the property as an administration expense. Except as otherwise provided in our trust, our Trustee shall distribute property under this Article subject to all liens, security interests, and other encumbrances on the property.

Section 6.06 Residuary Distribution

The deceased Grantor's remaining property will be administered as provided in the following Articles.

Article Seven

Creating Trust Shares upon the Death of a Grantor

Our Trustee shall administer the deceased Grantor's remaining trust property as provided in this Article.

Section 7.01 Distribution to the Deceased Grantor's Pour-Over Will

This Section applies if the surviving Grantor is a disabled person (as defined in United States Code Title 42, Section 1382c(a)(3), or under Nevada law related to means-based government programs), or is eligible to receive or is receiving assistance (as defined in United States Code Title 42, Section 1396d(a), or under Nevada law related to means-based government programs) or other benefits under a means-based government program, such as Medicaid or Supplemental Security Income.

If the surviving Grantor meets the criteria set forth above, our Trustee shall distribute the deceased Grantor's remaining trust property to the Personal Representative of the deceased Grantor's estate for administration and distribution under the terms of the deceased Grantor's Pour-Over Will.

But if the surviving Grantor does not meet the criteria set forth above, our Trustee shall administer the deceased Grantor's remaining trust property as otherwise provided in this Article.

Section 7.02 Allocation to the Survivor's Trust

Our Trustee shall allocate all of the deceased Grantor's remaining trust property to the Survivor's Trust, and shall administer the property as provided in Article Eight.

Section 7.03 Disposition of Property upon Disclaimer by the Surviving Grantor

The surviving Grantor, her fiduciary, or her agent serving under a power of attorney may disclaim any portion of any interest in or power over property passing from the deceased Grantor to or for the surviving Grantor's benefit under this instrument. If the surviving Grantor disclaims any property that would otherwise be allocated to the Survivor's Trust, our Trustee shall allocate the disclaimed property to the Non-Marital Share. Our Trustee shall administer the Non-Marital Share as provided in Article Nine.

If the surviving Grantor disclaims her interest in any portion of the Non-Marital Share, our Trustee shall dispose of the disclaimed interest as though the surviving Grantor had predeceased the deceased Grantor.

Section 7.04 Option to Allocate Deceased Grantor Trust Property to the Survivor's Trust

Our Trustee may waive any allocation to the Marital and Non-Marital Shares and administer all of the trust assets under the provisions of the Survivor's Trust if:

the combined value of the deceased and surviving Grantors' assets is less than the exemption equivalent for the deceased Grantor allowed by the Internal Revenue Service; and

all of the then-living current and remainder beneficiaries entitled to the assets of any trusts that would otherwise be created from the Marital Share, Non-Marital Share, or both agree to waive any allocation to those shares or trusts or both in writing.

If any of the beneficiaries is a minor, the minor's parent or guardian may waive the allocation on behalf of the minor in writing.

Article Eight

The Survivor's Trust

Our Trustee shall administer the Survivor's Trust as provided in this Article.

Section 8.01 Trustee of the Survivor's Trust

The surviving Grantor may serve as sole Trustee of the Survivor's Trust. The surviving Grantor may remove and replace the Trustee of the Survivor's Trust at any time, with or without cause. Notwithstanding any other provision in this instrument, the surviving Grantor may appoint any individual or corporate fiduciary to serve as Trustee of the Survivor's Trust.

Section 8.02 The Surviving Grantor's Right to Amend

The surviving Grantor also has the absolute right to amend the Survivor's Trust's terms by restating them in full. The restated Survivor's Trust must be in writing and signed by the surviving Grantor and the Trustee of the restated Survivor's Trust.

The right to amend by restatement may be exercised only by the surviving Grantor.

Section 8.03 Survivor's Trust As Only Trust

If the Survivor's Trust is the only trust established on the death of the deceased Grantor, a transfer to that trust need not be evidenced by a change of title.

Section 8.04 Distribution of Income

Our Trustee shall distribute all of the net income of the Survivor's Trust to the surviving Grantor at least quarter-annually. Nothing contained in this instrument may limit the right of the surviving Grantor to receive the Survivor's Trust's entire net income.

Section 8.05 Distributions of Principal

Our Trustee shall distribute as much of the principal of the Survivor's Trust to the surviving Grantor as she directs for any reason.

Our Trustee may also distribute as much of the principal of the Survivor's Trust to the surviving Grantor as our Trustee determines necessary or advisable for any purpose.

Section 8.06 Unproductive Property

At the direction of the surviving Grantor, our Trustee shall convert any unproductive property held in the Survivor's Trust to productive property.

Section 8.07 Trust Distributions during the Incapacity of the Surviving Grantor

During any time the surviving Grantor is incapacitated, our Trustee shall administer the Survivor's Trust according to the provisions of Section 4.03.

Section 8.08 General Power of Appointment

The surviving Grantor may appoint all or any portion of the principal and undistributed income remaining in the Survivor's Trust at the surviving Grantor's death among one or more persons or entities, including the creditors of the surviving Grantor's estate. The surviving Grantor has the exclusive right to exercise this general power of appointment.

Section 8.09 Administration following the Surviving Grantor's Death

The Survivor's Trust becomes irrevocable upon the death of the surviving Grantor, and our Trustee shall administer the Survivor's Trust consistent with the provisions of Article Five for administration following the death of the first of us to die.

Upon completion of the administrative tasks, our Trustee shall satisfy the provisions of Article Ten with respect to any specific distributions to be made from the surviving Grantor's remaining trust property. Our Trustee shall then administer the unappointed balance or remainder of the Survivor's Trust as provided in Article Ten.

Article Nine

The Decedent's Trust

Our Trustee shall hold and administer the Non-Marital Share in a separate trust as provided in this Article. This document refers to the trust as the *Decedent's Trust*.

Section 9.01 Decedent's Trust Beneficiary

The surviving Grantor is the only beneficiary of the Decedent's Trust during the surviving Grantor's lifetime.

Section 9.02 Distribution of Income and Principal

Our Independent Trustee may distribute as much of the income and principal of the Decedent's Trust to the surviving Grantor as our Independent Trustee may determine advisable for any purpose. If no Independent Trustee is then serving, our Trustee shall distribute as much income and principal to the surviving Grantor as our Trustee determines necessary or advisable for the surviving Grantor's health, education, maintenance, or support.

Any undistributed net income must be accumulated and added to principal.

Section 9.03 The Surviving Grantor's Right to Withdraw Principal

The surviving Grantor has the right, exercisable by written request to our Trustee before the close of each calendar year, to make a cash or in-kind withdrawal of:

an amount from the principal of the Decedent's Trust not exceeding the amount referred to in Internal Revenue Code Section 2514(e)(1); and

if the surviving Grantor is living on the last day of the calendar year, that percentage referred to in Internal Revenue Code Section 2514(e)(2) of the current fair market value of the principal of the Decedent's Trust, reduced by any amounts previously withdrawn by the surviving Grantor during the calendar year under this paragraph.

The amount referenced by Internal Revenue Code Section 2514(e)(2) must be determined by taking into account all other powers of withdrawal exercised by the surviving Grantor that must be aggregated under Internal Revenue Code Section 2514(e)(2) in determining the largest lapse that can occur without being treated as a release. This right of withdrawal will lapse if not exercised during the calendar year.

Our Trustee shall distribute the requested property to the surviving Grantor outright and free from trust.

Section 9.04 Guidelines to Our Trustee

The surviving Grantor is the only beneficiary of the Decedent's Trust. In making discretionary distributions under this Article, our Trustee should bear in mind that our

primary concern and objective is to provide for the well-being of the surviving Grantor, and the preservation of principal is not as important as this objective.

Without limiting our Trustee's discretion, we recommend that our Trustee not distribute principal from the Decedent's Trust to the surviving Grantor until the principal of the Survivor's Trust is substantially exhausted.

Section 9.05 Termination of the Decedent's Trust

The Decedent's Trust will terminate upon the death of the surviving Grantor and our Trustee shall administer the balance or remainder of the Decedent's Trust as provided in Article Ten.

Article Ten

Specific Distributions upon Death of Survivor

As soon as practical after the death of the survivor of us, our Trustee shall make the specific distributions identified in this Article and in Article Six from our remaining trust property not distributed under prior Articles of this trust.

Section 10.01 Specific Distribution to Contessa Lai and Michael John Lai

As soon as practicable after the death of the survivor of us, our Trustee shall distribute from the remaining trust property 706 Waverly Place 4-plex apartment, in Whitefish, Montana 59937 equally to Contessa Lai and Michael John Lai.

If a named beneficiary is deceased, our Trustee shall distribute the entire asset to the survivor of them. If neither is alive, then this gift shall lapse and be distributed pursuant to subsequent Articles.

Death taxes are to be apportioned to the recipient of this distribution, notwithstanding the provisions of Article Five. Property passing under this section passes subject to all liens, security interests, and other encumbrances.

Section 10.02 Specific Distribution to Contessa Lai, Michael John Lai, Lisa Golda Mandelker, and Erin Ailene Fink

As soon as practicable after the death of the survivor of us, our Trustee shall distribute from the remaining trust property 1490 Veneto Drive, Sparks, Nevada 89436 [APN: 402-403-06] equally to Contessa Lai, Michael John Lai, Lisa Golda Mandelker, and Erin Ailene Fink.

If a named beneficiary is deceased, our Trustee shall distribute the entire asset to the survivor of them. If neither is alive, then this gift shall lapse and be distributed pursuant to subsequent Articles.

Death taxes are to be apportioned to the recipient of this distribution, notwithstanding the provisions of Article Five. Property passing under this section passes subject to all liens, security interests, and other encumbrances.

Section 10.03 Encumbrances and Incidental Expenses

Unless otherwise specifically stated, property passing under this Article will pass subject to all liens, security interests, or any other encumbrances on the property.

Our Trustee shall pay, as an administration expense, the reasonable expenses of storing, insuring, packing, transporting, and otherwise caring for the property until each item of property is actually delivered to the appropriate beneficiary.

Section 10.04 Residuary Distribution

Our Trustee shall distribute all remaining trust property not distributed under this or prior Articles of this trust as provided in the Articles that follow.

Article Eleven

Distribution to Our Beneficiaries

After making the specific distributions specified in Article Ten, our Trustee shall administer and distribute our remaining trust property according to the provisions of this Article.

Upon the death of the survivor of us, our Trustee shall administer and distribute our remaining trust property (not distributed under prior Articles of this instrument), or other property allocated to this Article under the terms of this Article.

Section 11.01 Division of Remaining Trust Property

Our Trustee shall divide our remaining trust property into shares as follows:

Name	Relationship	Share
Contessa Lai	Niece	30%
Michael John Lai	Nephew	30%
Lisa Golda Mandelker	Niece	20%
Erin Ailene Fink	Niece	20%

Our Trustee shall administer the share of each beneficiary as provided in the Sections that follow.

Section 11.02 Distribution of the Share for Contessa Lai

Our Trustee shall distribute the share set aside for Contessa Lai to her outright and free of trust.

If Contessa Lai is deceased, our Trustee shall distribute Contessa Lai's share to Michael John Lai. If Michael John Lai is deceased our Trustee shall distribute Contessa Lai's share as provided in Article Twelve.

Section 11.03 Distribution of the Share for Michael John Lai

Our Trustee shall distribute the share set aside for Michael John Lai to him outright and free of trust.

If Michael John Lai is deceased, our Trustee shall distribute Michael John Lai's share to Contessa Lai. If Contessa Lai is deceased our Trustee shall distribute Michael John Lai's share as provided in Article Twelve.

Section 11.04 Distribution of the Share for Lisa Golda Mandelker

Our Trustee shall distribute the share set aside for Lisa Golda Mandelker to her outright and free of trust.

If Lisa Golda Mandelker is deceased, our Trustee shall distribute Lisa Golda Mandelker's share to Erin Ailene Fink. If Erin Ailene Fink is deceased our Trustee shall distribute Lisa Golda Mandelker's share as provided in Article Twelve.

Section 11.05 Distribution of the Share for Erin Ailene Fink

Our Trustee shall distribute the share set aside for Erin Ailene Fink to her outright and free of trust.

If Erin Ailene Fink is deceased, our Trustee shall distribute Erin Ailene Fink's share to Lisa Golda Mandelker. If Lisa Golda Mandelker is deceased our Trustee shall distribute Erin Ailene Fink's share as provided in Article Twelve.

Article Twelve

Remote Contingent Distribution

If at any time no person or entity is qualified to receive final distribution of any part of our trust estate, this portion of our trust estate must be distributed as follows:

The undistributed portion of our trust estate for Contessa Lai and/or Michael John Lai shall be distributed to John Lai, and if he should predecease us, then equally to the surviving descendants of Contessa Lai and/or Michael Lai; and,

The undistributed portion of our trust estate for Lisa Golda Mandelker and/or Erin Ailene Fink shall be distributed equally to the surviving descendants of Lisa Golda Mandelker and/or Erin Ailene Fink.

Article Thirteen

Distributions to Underage and Incapacitated Beneficiaries

Section 13.01 Supplemental Needs Trust

If under any provision of this trust our Trustee is directed to distribute to or for the benefit of any beneficiary when that person is receiving or applying for needs-based government benefits, our Trustee shall retain and administer the trust property as follows:

(a) Conduit Trust Distributions Not Included

Distributions from qualified retirement plans subject to the conduit trust provisions set forth in Section 14.01 are excluded from the application of this Section 13.01.

(b) Distributions for Supplemental Needs

In its sole, absolute, and unreviewable discretion, our Trustee may distribute discretionary amounts of net income and principal for supplemental needs of the beneficiary not otherwise provided by governmental financial assistance and benefits, or by the providers of services.

Supplemental needs refers to the basic requirements for maintaining the good health, safety, and welfare when, in the discretion of our Trustee, these basic requirements are not being provided by any public agency, office, or department of any state or of the United States.

Supplemental needs will also include medical and dental expenses; annual independent checkups; clothing and equipment; programs of training, education, treatment, and rehabilitation; private residential care; transportation, including vehicle purchases; maintenance; insurance; and essential dietary needs. *Supplemental needs* may include spending money; additional food; clothing; electronic equipment such as radio, recording and playback, television and computer equipment; camping; vacations; athletic contests; movies; trips; and money to purchase appropriate gifts for relatives and friends.

Our Trustee will have no obligation to expend trust assets for these needs. But if our Trustee, in its sole, absolute and unreviewable discretion, decides to expend trust assets, under no circumstances should any amounts be paid to or reimbursed to the federal government, any state, or any governmental agency for any purpose, including for the care, support, and maintenance of the beneficiary.

(c) Objective to Promote Independence of the Beneficiary

While actions are in our Trustee's sole, absolute, and unreviewable discretion, all parties to this trust should be mindful that our wish is that the beneficiary live as independently, productively, and happily as possible.

(d) Trust Assets Not to be Considered Available Resource to the Beneficiary

The purpose of the provisions of this Section 13.01 is to supplement any benefits received, or for which the beneficiary may be eligible, from various governmental assistance programs, and not to supplant any benefits of this kind. All actions of our Trustee shall be directed toward carrying out this intent, and our Trustee's discretion granted under this instrument to carry out this intent is sole, absolute, and unreviewable.

For purposes of determining the beneficiary's eligibility for any of these benefits, no part of the trust estate's principal or undistributed income will be considered available to the beneficiary for public benefit purposes. The beneficiary must not be considered to have access to the trust's principal or income, or to have ownership, right, authority, or power to convert any asset into cash for his or her own use.

Our Trustee shall hold, administer, and distribute all property allocated to this trust for the exclusive benefit of the beneficiary during his or her lifetime. All distributions from this trust share are in the sole, absolute, and unreviewable discretion of our Trustee, and the beneficiary is legally restricted from demanding trust assets for his or her support and maintenance.

In the event our Trustee is requested to release principal or income of the trust to or on behalf of the beneficiary to pay for equipment, medication, or services that any government agency is authorized to provide, or to petition a court or any other administrative agency for the release of trust principal or income for this purpose, our Trustee is authorized to deny this request and to take whatever administrative or judicial steps are necessary to continue the beneficiary's eligibility for benefits. This includes obtaining legal advice about the beneficiary's specific entitlement to public benefits and obtaining instructions from a court of competent jurisdiction ruling that neither the trust corpus nor the trust income is available to the beneficiary for eligibility purposes. Any expenses incurred by our Trustee in this regard, including reasonable attorney fees, will be a proper charge to the trust estate.

(e) Distribution Guidelines

Our Trustee shall be responsible for determining what discretionary distributions will be made from this trust. Our Trustee may distribute discretionary amounts of income and principal to or for the benefit of the beneficiary for those supplemental needs not otherwise provided by governmental financial assistance and benefits, or by the providers of services. Any undistributed income will be added to principal. In making distributions, our Trustee must:

consider any other known income or resources of the beneficiary that are reasonably available;

consider all entitlement benefits from any government agency, including Social Security disability payments, Medicare, Medicaid (or any state Medicaid program equivalent), Supplemental Security Income (SSI), In-Home Support Service (IHSS), and any other supplemental purpose benefits for which the beneficiary is eligible;

consider resource and income limitations of any assistance program;

make expenditures so that the beneficiary's standard of living will be comfortable and enjoyable;

not be obligated or compelled to make specific payments;

not pay or reimburse any amounts to any governmental agency or department, unless proper demand is made by this governmental agency or reimbursement is required by the state; and

not be liable for any loss of benefits.

(f) No Seeking of Order to Distribute

For purposes of determining the beneficiary's state Medicaid program equivalent eligibility, no part of the trust estate's principal or undistributed income may be considered available to the beneficiary. Our Trustee shall deny any request by the beneficiary to:

release trust principal or income to or on behalf of the beneficiary to pay for equipment, medication, or services that the state Medicaid program equivalent would provide if the trust did not exist; or

petition a court or any other administrative agency for the release of trust principal or income for this purpose.

In its sole, absolute, and unreviewable discretion, our Trustee may take necessary administrative or legal steps to protect the beneficiary's state Medicaid program equivalent eligibility. This includes obtaining a ruling from a court of competent jurisdiction that the trust principal is not available to the beneficiary for purposes of determining state Medicaid program equivalent eligibility. Expenses for this action, including reasonable attorney fees, will be a proper charge to the trust estate.

(g) Indemnification of Trustee When Acting in Good Faith

Our Trustee will be indemnified from the trust property for any loss or reduction of public benefits sustained by the beneficiary as a result of our Trustee exercising the authority granted to our Trustee under this Section in good faith.

(h) Termination and Distribution of the Supplemental Needs Trust

If our Trustee, in its sole, absolute, and unreviewable discretion, determines that the beneficiary is no longer dependent on others and is able to independently support himself or herself, our Trustee shall distribute or retain the remaining property according to the other provisions of this trust as though the provisions of this Section 13.01 had not been effective.

If the other provisions of this trust do not provide for the remaining property's distribution or retention, then our Trustee shall distribute the remaining property to the beneficiary outright and free of trust.

Independently support is satisfied when the beneficiary has been gainfully employed for 33 months of the 36-month period immediately preceding the decision to terminate the trust share.

The terms *gainful employment* and *gainfully employed* mean the full-time employment that produces sufficient net income to enable the beneficiary to contribute not less than 100% of the funds (exclusive of other revenue sources) that are necessary to provide for the beneficiary's independent care, support, maintenance, and education. In its sole, absolute, and unreviewable discretion, our Trustee shall determine whether or not the beneficiary has satisfied the condition of gainful employment.

(i) Distribution upon the Death of the Beneficiary

Upon the beneficiary's death, our Trustee shall distribute or retain the remaining property according to the other provisions of this trust as though the provisions of this Section 13.01 had not been effective. If the other provisions of this trust provide for the beneficiary's share to be held in trust, then those provisions will be interpreted as though the beneficiary died after the establishment of that trust.

If the other provisions of this trust do not provide for the distribution or retention of the remaining property, then the beneficiary will have the testamentary limited power to appoint all or any portion of the principal and undistributed income remaining in the beneficiary's trust at his or her death among one or more individuals. But the beneficiary may not exercise this limited power of appointment to appoint to himself or herself, his or her estate, his or her creditors or the creditors of his or her estate.

We intend to create a limited power of appointment and not a general power of appointment as defined in Internal Revenue Code Section 2041.

If any part of the beneficiary's trust is not effectively appointed, our Trustee shall distribute the remaining unappointed balance *per stirpes* to the beneficiary's descendants. If the beneficiary has no then-living descendants, our Trustee shall distribute the balance of the trust property as provided in Article Twelve.

Section 13.02 Underage and Incapacitated Beneficiaries

If our Trustee is authorized or directed under any provision of this trust to distribute net income or principal to a person who has not yet reached 25 years of age or who is incapacitated as defined in Section 17.08(g), our Trustee may make the distribution by any one or more of the methods described in Section 13.03. Alternatively, our Trustee may retain the trust property in a separate trust to be administered by our Trustee under Section 13.04.

We request that before making a distribution to a beneficiary, our Trustee consider, to the extent reasonable, the ability the beneficiary has demonstrated in managing prior distributions of trust property.

Section 13.03 Methods of Distribution

Our Trustee may distribute trust property for any beneficiary's benefit, subject to the provisions of Section 13.02 in any one or more of the following methods:

Our Trustee may distribute trust property directly to the beneficiary.

Our Trustee may distribute trust property to the beneficiary's guardian, conservator, parent, other family member, or any person who has assumed the responsibility of caring for the beneficiary.

Our Trustee may distribute trust property to any person or entity, including our Trustee, as custodian for the beneficiary under the Uniform Transfers to Minors Act or similar statute.

Our Trustee may distribute trust property to other persons and entities for the beneficiary's use and benefit.

Our Trustee may distribute trust property to an agent or attorney in fact authorized to act for the beneficiary under a valid durable power of attorney executed by the beneficiary before becoming incapacitated.

Section 13.04 Retention in Trust

Our Trustee may retain and administer trust property in a separate trust for any beneficiary's benefit, subject to the provisions of Section 13.02 as follows.

(a) Distribution of Net Income and Principal

Our Independent Trustee may distribute to the beneficiary as much of the net income and principal of any trust created under this Section as our Independent Trustee may determine advisable for any purpose. If there is no then-serving Independent Trustee, our Trustee shall distribute to the beneficiary as much of the net income and principal of the trust created under this Section as our Trustee determines is necessary or advisable for the beneficiary's health, education, maintenance, or support. Any undistributed net income will be accumulated and added to principal.

(b) Right of Withdrawal

When the beneficiary whose trust is created under this Section either reaches 25 years of age or is no longer incapacitated, the beneficiary may withdraw all or any portion of the accumulated net income and principal from the trust.

(c) Distribution upon the Death of the Beneficiary

Subject to the terms of the next paragraph, the beneficiary whose trust is created under this Section may appoint all or any portion of the principal and undistributed net income remaining in the beneficiary's trust at the beneficiary's death among one or more individuals. The beneficiary has the exclusive right to exercise this general power of appointment.

The beneficiary may not exercise this power of appointment to appoint to the beneficiary, the beneficiary's estate, the beneficiary's creditors, or creditors of the beneficiary's estate from the *limited share* of the beneficiary's trust. For purposes of this power of appointment, the *limited share* of the beneficiary's trust is that portion of the beneficiary's trust that has an inclusion ratio for generation-skipping transfer tax purposes of zero or that without the exercise of the power of appointment, would not constitute a taxable generation-skipping transfer at the beneficiary's death. If the generation-skipping tax does not then apply, the limited share will be the beneficiary's entire trust.

If any part of the beneficiary's trust is not effectively appointed, our Trustee shall distribute the remaining unappointed balance *per stirpes* to the beneficiary's descendants. If the beneficiary has no then-living descendants, our Trustee shall distribute the balance of the trust property as provided in Article Twelve.

Section 13.05 Application of Article

Any decision made by our Trustee under this Article is final, controlling, and binding upon all beneficiaries subject to the provisions of this Article.

The provisions of this Article do not apply to distributions to either of us from any trust established under this trust.

Except as provided in Section 13.01, the provisions of this Article do not apply to distributions that are required to be made to a beneficiary under the provisions of Section 14.01 except to the extent that a beneficiary qualifies as a chronically ill or disabled eligible designated beneficiary under Internal Revenue Code Section 401(a)(9).

Article Fourteen

Retirement Plans and Life Insurance Policies

The provisions of this Article apply to qualified retirement plans and insurance policies owned by or made payable to our trust.

Section 14.01 Retirement Plans

Notwithstanding any contrary provision in this trust, this Section's provisions apply to qualified retirement plans.

(a) Rights of Our Trustee

Subject to the provisions below pertaining to distributions from qualified retirement plans, our Trustee may exercise the right to determine the manner and timing of payments of qualified retirement plan benefits that are permitted and are consistent with the federal income tax rules regarding required minimum distributions under Internal Revenue Code Section 401(a)(9).

Our Trustee may make a qualified disclaimer of any qualified retirement benefits or non-qualified annuity benefits payable to our trust.

No beneficiary may hold our Trustee liable for any decision regarding the selection of the death benefit election or the disclaimer of any qualified retirement benefits payable to our trust.

Our Trustee may not change or designate beneficiaries under any retirement plan. Any power extended to our Trustee under the terms of a retirement plan that gives or appears to give our Trustee the power to change the identity or rights of any beneficiaries under the plan is void *ab initio*.

(b) Distributions from Qualified Retirement Plans to a Trust That Qualifies for the Federal Estate Tax Marital Deduction

To the extent that any part of any tax-favored retirement plan is allocated to the Survivor's Trust, our Trustee may (or must, if so requested by the surviving Grantor) cause the plan or part of the plan to be paid directly to the surviving Grantor as beneficiary, or must (if so required by the surviving Grantor) cause the plan or part of the plan to be transferred directly into another retirement plan in the surviving Grantor's name, without the intervening step of transferring it to the Survivor's Trust.

If any trust that qualifies for the federal estate tax marital deduction (a *Marital Deduction Trust*) becomes the beneficiary of death benefits under any qualified retirement plan, each year, beginning with the year of the deceased Grantor's death, our Trustee must withdraw at least the greater of

the net income earned on such Marital Deduction Trust's share of the plan during the year, and

the required minimum distribution to be withdrawn from such Marital Deduction Trust's share of the plan under Internal Revenue Code Section 401(a)(9).

Our Trustee may withdraw additional amounts from the Marital Deduction Trust's share of the plan as our Independent Trustee may determine advisable for any purpose. If no Independent Trustee is then serving, our Trustee may withdraw any additional amounts from the Marital Deduction Trust's share of the plan that our Trustee determines necessary or advisable for the surviving Grantor's health, education, maintenance, or support. Our Trustee must immediately distribute all amounts withdrawn to the surviving Grantor.

In the year of the surviving Grantor's death, any amount that would have been required to be distributed to the surviving Grantor but for the surviving Grantor's death must be distributed to the remainder beneficiary. Thereafter, all remaining assets must be withdrawn by December 31 of the year that contains the tenth anniversary of the surviving Grantor's death.

This subsection's purpose is to ensure that the life expectancy of the surviving Grantor may be used to calculate the required minimum distributions to be made to the surviving Grantor by the Internal Revenue Code and that the distributions required to be withdrawn for remainder beneficiaries comply with the requirements of Internal Revenue Code Section 401(a)(9). Our intent is that the Marital Deduction Trust will be a conduit trust and that the surviving Grantor will qualify as an eligible designated beneficiary under Internal Revenue Code Section 401(a)(9). This subsection is to be interpreted consistent with this intent, despite any direction to the contrary in this trust.

Notwithstanding any other provision of this trust, our Trustee shall treat annuity and other periodic payments from any qualified retirement plans in any given year as income, to the extent the distribution represents income generated and treated as generated by any qualified retirement plan for that year. If income information is not available, then our Trustee shall apportion the annuity and other periodic payments between principal and income in an equitable and practical manner under Section 15.12.

(c) Distributions from Qualified Retirement Plans to Trusts Other Than Trusts That Qualify for the Federal Estate Tax Marital Deduction

Except as specifically provided otherwise in this instrument, if any trust created under this instrument other than a Marital Deduction Trust becomes the beneficiary of death benefits under any qualified retirement plan, our Trustee must annually withdraw from the trust's share of the plan the required minimum distribution under Internal Revenue Code Section

401(a)(9). This subsection applies to any administrative trust created under Article Five. Our Trustee may withdraw additional amounts from the trust's share of the plan as our Independent Trustee may determine advisable for any purpose. If no Independent Trustee is then serving, our Trustee may withdraw any additional amounts from the trust's share of the plan that our Trustee determines necessary or advisable for the beneficiary's health, education, maintenance, or support.

Our Trustee shall immediately distribute all amounts withdrawn to:

the surviving Grantor, if a trust beneficiary and

if the surviving Grantor is not a trust beneficiary, then equally to the trust's Income Beneficiaries.

Amounts withdrawn and distributed under this subsection will reduce mandatory distribution amounts under other provisions of this trust that otherwise require distribution of all the trust's income or distribution of a unitrust amount.

This subsection's purpose is to ensure that, for any trust that qualifies under Internal Revenue Code Section 401(a)(9) to use the life expectancy of a designated beneficiary of that trust to calculate the required minimum distributions to be withdrawn from the qualified retirement plan, our Trustee may use such life expectancy to calculate the required minimum distributions to be withdrawn. For all other trusts, our Trustee must withdraw all required distributions within the maximum time period allowed by Internal Revenue Code Section 401(a)(9). Our intent is that any such trust will be a conduit trust, the beneficiaries of which qualify as designated beneficiaries under Internal Revenue Code Section 401(a)(9). This subsection is to be interpreted consistent with our intent, despite any direction to the contrary in this trust.

(d) Required Minimum Distribution

In administering any trust where life expectancy may be used to calculate the applicable distribution period under Internal Revenue Code Section 401(a)(9), the required minimum distribution for each qualified retirement plan for any year is the greater of

the value of the qualified retirement plan determined as of the preceding year end, divided by the applicable distribution period, and

the amount that our Trustee is required to withdraw under the laws then applicable to the trust to avoid penalty.

For purposes of determining the applicable distribution period, the designated beneficiary whose life expectancy must be used shall be determined as provided in Section 401(a)(9) of the Internal Revenue Code and applicable United States Treasury Regulations.

In administering any trust, where life expectancy may not be used to determine the applicable distribution period, the required minimum distribution for each qualified retirement plan for any year shall be the amount that our Trustee is required to withdraw under the laws then applicable to the trust under Internal Revenue Code Section 401(a)(9) to avoid penalty.

Life expectancy, applicable distribution period, required minimum distribution, and other similar terms used in this subsection, are to be determined in accordance with Internal Revenue Code Section 401(a)(9) and applicable United States Treasury Regulations.

Section 14.02 Life Insurance Policies

The following provisions apply to life insurance policies owned by or made payable to our trust.

(a) Provisions during Our Lives

During our lives, each of us individually reserves all of the rights, powers, privileges, and options, with respect to any insurance policy, annuity, or any other third-party beneficiary contract owned by or made payable to our trust. This includes the rights to designate and change beneficiaries, to borrow money, to surrender the policy, to receive any payments as owner, and to make any available elections.

Our Trustee does not have a duty to exercise or to not exercise any rights, powers, privileges, or options with respect to any insurance policy, annuity contract, or other third-party beneficiary contract. Our Trustee does not have an obligation to pay premiums or other contractual amounts that may be payable under any policy.

(b) Provisions after Our Death

After the death of a Grantor, our Trustee may make all appropriate elections with respect to these policies and may collect all sums made payable to our trust or to our Trustee under all these policies or contracts.

Our Trustee may exercise any settlement options or other options or rights that may be available under the terms of any policy or contract. No beneficiary may hold our Trustee liable because of any election our Trustee has made with respect to any policy or contract.

Section 14.03 Liability of Payor

Persons or entities dealing in good faith with our Trustee are not required to see to the proper application of proceeds delivered to our Trustee, or to inquire into any provision of this trust.

A receipt signed by our Trustee for any proceeds or benefits paid will be a sufficient discharge to the person or entity making the payment.

Section 14.04 Collection Efforts

Our Trustee shall make reasonable efforts to collect all life insurance policy proceeds and qualified retirement benefits payable to our trust.

Our Trustee may commence legal or administrative proceedings to collect any life insurance policy proceeds or qualified retirement benefits to which the trust is entitled. Our Trustee need not begin these proceedings until our Trustee is satisfactorily indemnified for any expenses and liabilities our Trustee may incur in connection with the proceeding.

Our Trustee may settle any claims with respect to the collection of any life insurance proceeds or qualified retirement benefits to which our trust may be entitled. A settlement made by our Trustee is binding on all beneficiaries.

Section 14.05 No Obligation to Purchase or Maintain Benefits

Nothing in this trust imposes any obligation on either of us or on our Trustee to purchase, invest, or maintain any qualified retirement plan or life insurance policy.

Article Fifteen

Trust Administration

Section 15.01 Distributions to Beneficiaries

Whenever this trust authorizes or directs our Trustee to make a net income or principal distribution to a beneficiary, our Trustee may apply any property that otherwise could be distributed directly to the beneficiary for his or her benefit. Our Trustee is not required to inquire into the beneficiary's ultimate disposition of the distributed property unless specifically directed otherwise by this trust.

Our Trustee may make cash distributions, in-kind distributions, or distributions partly in each, in proportions and at values determined by our Trustee. Our Trustee may allocate undivided interests in specific assets to a beneficiary or trust in any proportion or manner that our Trustee determines, even though the property allocated to one beneficiary may be different from that allocated to another beneficiary.

Our Trustee may make these determinations without regard to the income tax attributes of the property and without the consent of any beneficiary.

Section 15.02 Trust Decanting; Power to Appoint in Further Trust

Whenever an Independent Trustee may distribute assets to or for the benefit of a beneficiary, our Trustee may appoint the property subject to our Trustee's power of distribution in trust for the benefit of one or more beneficiaries of any trust created under this instrument under the terms established by the Independent Trustee. Any trust established by the Independent Trustee and funded by the exercise of the power granted under this Section must meet these requirements:

- the trust must not reduce any fixed income, annuity, or unitrust right provided by this trust instrument to any beneficiary;
- the trust must provide for one or more of the beneficiaries of a trust created under this instrument; and
- the interests of remainder beneficiaries of the trust created under this instrument must not be accelerated under the terms of the new trust.

We request the Independent Trustee consider including a provision in the new trust that permits our Trustee to distribute as much of the trust principal to the beneficiary of the trust as an Independent Trustee advises so that the beneficiary's estate can utilize the basis increase allowed under Internal Revenue Code Section 1014 after the beneficiary's death without causing an increase in the federal estate tax.

Any trust created under this provision must not contain any provision that, if applicable, would cause the trust to fail to qualify for the marital deduction or charitable deduction, fail to qualify any gift to the trust for any gift, estate, or generation-skipping transfer annual exclusion, or disqualify the trust as a qualified subchapter S corporation shareholder.

If any beneficiary holds a presently exercisable right to withdraw property from this trust, that right may not be defeated by the exercise of the Independent Trustee's powers granted under this Section.

The Independent Trustee's powers granted under this Section are not diminished by the revocability or subsequent irrevocability of the trust created under this trust.

Section 15.03 Beneficiary's Status

Until our Trustee receives notice of the incapacity, birth, marriage, death, or other event upon which a beneficiary's right to receive payments may depend, our Trustee will not be held liable for acting or not acting with respect to the event, or for disbursements made in good faith to persons whose interest may have been affected by the event. Unless otherwise provided in this trust, a parent or Legal Representative may act on behalf of a minor or incapacitated beneficiary.

Our Trustee may rely on any information provided by a beneficiary with respect to the beneficiary's assets and income. Our Trustee will have no independent duty to investigate the status of any beneficiary and will not incur any liability for not doing so.

Section 15.04 Mandatory Payments of a Pecuniary Amount

If any person holds the right to receive a pecuniary amount from our trust upon our death, our Trustee must either:

- satisfy the entire pecuniary amount or irrevocably set aside property to satisfy the entire pecuniary amount within 15 months of our death; or
- pay appropriate interest, as defined in Treasury Regulations Section 26.2642-2(b)(4)(ii)(B), to the person.

If our Trustee satisfies the pecuniary amount with an in-kind distribution, our Trustee will allocate assets to satisfy the pecuniary amount in a manner that fairly reflects net appreciation or depreciation in the value of the available assets, as measured from the valuation date to the payment date.

Section 15.05 No Court Proceedings

Our Trustee shall administer this trust with efficiency, with attention to the provisions of this trust, and with freedom from judicial intervention. If our Trustee or another interested party institutes a legal proceeding, the court will acquire jurisdiction only to the extent necessary for that proceeding. Any proceeding to seek instructions or a court determination may only be initiated in the court with original jurisdiction over matters relating to the construction and administration of trusts. Seeking instructions or a court determination is not to be construed as subjecting this trust to the court's continuing jurisdiction.

We request that any questions or disputes that arise during the administration of this trust be resolved by mediation and, if necessary, arbitration in accordance with the Uniform Arbitration Act. Each interested party involved in the dispute, including any Trustee involved, may select an arbiter and, if necessary to establish a majority decision, these

arbiters may select an additional arbiter. The decision of a majority of the arbiters selected will control with respect to the matter.

Section 15.06 No Bond

Our Trustee is not required to furnish any bond for the faithful performance of the Trustee's duties unless required by a court of competent jurisdiction, and only if the court finds that a bond is needed to protect the beneficiaries' interests. No surety will be required on any bond required by any law or court rule, unless the court specifies its necessity.

Section 15.07 Exoneration of Our Trustee

No successor Trustee is obligated to examine the accounts, records, or actions of any previous Trustee or the Personal Representative of a deceased Grantor. No successor Trustee may be held responsible for any act, omission, or forbearance by any previous Trustee or of the Personal Representative of a deceased Grantor.

Any Trustee may obtain written agreements from the beneficiaries or their Legal Representatives releasing and indemnifying the Trustee from any liability that may have arisen from the Trustee's acts, omissions, or forbearances. If acquired from all the trust's living beneficiaries or their Legal Representatives, any agreement is conclusive and binding on all parties, born or unborn, who may have or who may later acquire an interest in the trust.

Our Trustee may require a refunding agreement before making any distribution or allocation of trust income or principal, and may withhold distribution or allocation pending determination or release of a tax or other lien. This refunding agreement provision will not apply to any distribution that qualifies for the federal estate tax unlimited marital deduction or the federal estate tax charitable deduction.

Section 15.08 Limitations on Trustee Liability

We recognize that some individuals and institutions may be reluctant to serve as Trustee because of a concern about potential liability. Therefore, we direct that any individual that serves as our Trustee, who is a beneficiary's parent, child, grandparent, grandchild, parent's child, or grandparent's child, will not incur any liability by reason of any error of judgment, mistake of law, or action or inaction of any kind in connection with the administration of any trust created under this trust, unless our Trustee's decision is shown by clear and convincing evidence to have been made in bad faith.

Any individual currently serving as our Trustee, who is a beneficiary's parent, child, grandparent, grandchild, parent's child, or grandparent's child, may expend any portion of the trust assets to defend any claim brought against the Trustee, even if the Trustee's defense costs would exhaust the trust's value, unless the Trustee is shown to have acted in bad faith by clear and convincing evidence.

Any individual that formerly served as our Trustee, who is a beneficiary's parent, child, grandparent, grandchild, parent's child, or grandparent's child, is entitled to reimbursement from the trust estate for any expenses, including attorney's fees and litigation costs reasonably incurred to defend any claim brought against the Trustee even if the Trustee's

defense costs would exhaust the trust's value, unless the Trustee is shown to have acted in bad faith by clear and convincing evidence.

Section 15.09 Trustee Compensation

During any period we or each of us are serving as Trustee under this agreement, we will receive no fee in connection with our service as Trustee.

Any other individual serving as Trustee is entitled to fair and reasonable compensation for the services provided as a fiduciary. A corporate fiduciary serving as Trustee will be compensated by agreement between an individual serving as Trustee and the corporate fiduciary. In the absence of an individual Trustee or an agreement, a corporate fiduciary will be compensated in accordance with the corporate fiduciary's current published fee schedule.

A Trustee entitled to compensation may charge additional fees for services provided that are beyond the ordinary scope of duties, such as fees for legal services, tax return preparation, and corporate finance or investment banking services.

In addition to receiving compensation, a Trustee may be reimbursed for reasonable costs and expenses incurred in carrying out the Trustee's duties under this trust.

Section 15.10 Employment of Professionals

Our Trustee may appoint, employ, and remove investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, advisors, agents, and employees to advise or assist in the performance of our Trustee's duties. Our Trustee may act on the recommendations of the persons or entities employed, with or without independent investigation.

Our Trustee may reasonably compensate an individual or entity employed to assist or advise our Trustee, regardless of any other relationship existing between the individual or entity and our Trustee.

Our Trustee may compensate providers of contracted services at the usual rate out of the trust's income or principal, as our Trustee deems advisable. Our Trustee may compensate an individual or entity employed to assist or advise our Trustee without diminishing the compensation the Trustee is entitled to under this trust. A Trustee who is a partner, stockholder, officer, director, or corporate affiliate in any entity employed to assist or advise our Trustee may still receive the Trustee's share of the compensation paid to the entity.

Section 15.11 Exercise of Testamentary Power of Appointment

A testamentary power of appointment granted under this trust may be exercised by a will, living trust or other written instrument specifically referring to the power of appointment. The holder of a testamentary power of appointment may exercise the power to appoint property among the permissible appointees in equal or unequal proportions, and may designate the terms and conditions, whether outright or in trust. The holder of a testamentary power of appointment may grant further powers of appointment to any person

to whom principal may be appointed, including a presently exercisable limited or general power of appointment.

Our Trustee may conclusively presume that any power of appointment granted to any beneficiary of a trust created under this trust has not been exercised by the beneficiary if our Trustee has no knowledge of the existence of a will, living trust or other written instrument exercising the power within three months after the beneficiary's death.

Section 15.12 Determination of Principal and Income

The rights among beneficiaries in matters concerning principal and income are to be determined in accordance with the Uniform Principal and Income Act. If the Uniform Principal and Income Act does not contain a provision concerning a particular item, our Trustee shall determine what will be credited, charged, and apportioned between principal and income in a fair, equitable, and practical manner with respect to that item.

Notwithstanding any provision of the Uniform Principal and Income Act or Nevada law to the contrary, our Trustee shall treat distributions from any qualified retirement account to any trust established under this trust in any given year as income to the extent the distribution represents income generated or treated as generated by any qualified retirement account for that year.

(a) Annuity and Other Periodic Payments

Annuity and other periodic payments refers to distributions made to our Trustee over a fixed number of years or during the life of one or more individuals because of services provided or property transferred to the payor in exchange for future payments. This includes payments made in money or property from the payor's general assets or from a separate fund created by the payor, including a private or commercial annuity, individual retirement annuity, pension, profit-sharing plan, stock-bonus plan, stock-ownership plan, or similar arrangement. Our Trustee shall treat annuity and other periodic payments to any trust established under this trust in any given year as income to the extent the distribution represents income generated and treated as generated by the annuity or other periodic payment for that year. If income information is not available, then our Trustee shall apportion the annuity and other periodic payments between principal and income in a fair, equitable and practical manner under the guidelines set forth in this Section.

To the extent an annuity or other periodic payment is characterized as interest, dividend, or other item of income, or an annuity or other periodic payment is made instead of interest, dividend, or other item of income, our Trustee shall allocate the payment to income. Our Trustee shall allocate to principal the balance of the annuity or other periodic payment as well as any other payment received in the same accounting period that is not characterized as interest, dividend, or other item of income.

To the extent annuity and other periodic payments are made and no part of the payments are characterized as interest, dividend, or other item of

income, our Trustee shall use the present value of the annuity and other periodic payments as finally determined for federal estate tax purposes, and the Internal Revenue Code Section 7520 rate used to determine the value for federal estate tax purposes to prepare an annuitization table to allocate the payments between income and principal.

If the amounts of annuity and other periodic payments change because of changes in the investment markets or other changes, our Trustee shall allocate the change in the amount of the payments between income and principal in a fair, equitable, and practical manner.

(b) Protection of Estate Tax Marital Deduction

If, to obtain an estate tax marital deduction for a trust established under this trust, our Trustee must allocate more of a payment to income than provided for by this Section, then our Trustee shall allocate to income the additional amount necessary to obtain the marital deduction.

Section 15.13 Distributions from Roth IRAs

Prior to taking any distribution from a qualified retirement plan, our Trustee will first determine the date that any Roth IRA was established, and then determine whether a distribution from that Roth IRA would be a qualified distribution as defined in Internal Revenue Code Section 408A(d)(2) or would be subject to any state or federal penalty taxes. Our Trustee shall take all reasonable precautions to ensure that a distribution from any Roth IRA is treated as a qualified distribution and reduce or avoid application of state or federal penalty taxes to the distribution.

Section 15.14 Determination of Required Minimum Distributions

We encourage our Trustee to seek the advice of a competent CPA, attorney, investment counselor or manager, or financial advisor and not to rely on the retirement account administrator, Trustee, or custodian to determine the required minimum distributions or any other federal or state tax issues associated with any qualified retirement plan assets payable to this trust.

Section 15.15 Trust Accounting

Except to the extent required by law, our Trustee is not required to file accountings in any jurisdiction. After the death of the first of us to die, our Trustee must provide an annual accounting to the Income Beneficiaries of any trust created under this trust unless waived by the Income Beneficiaries.

The annual accounting must include the receipts, expenditures, and distributions of income and principal and the assets on hand for the accounting period. A copy of the federal fiduciary tax return filed for a trust during the accounting will satisfy this reporting requirement.

In the absence of fraud or obvious error, assent by all Income Beneficiaries to a Trustee's accounting will make the matters disclosed in the accounting binding and conclusive upon all persons, including those living on this date and those born in the future who have or

will have a vested or contingent interest in the trust property. In the case of an Income Beneficiary who is a minor or incapacitated, the beneficiary's natural guardian or Legal Representative may give the assent required under this Section.

A beneficiary may object to an accounting provided by our Trustee only by giving written notice to our Trustee within 60 days after our Trustee provides the accounting. Any beneficiary who does not submit a timely written objection is considered to assent to the accounting.

Our Trustee must make the trust's financial records and documents available to beneficiaries at reasonable times and upon reasonable notice for inspection. Our Trustee is not required to furnish any information regarding our trust to anyone other than a beneficiary. Our Trustee may exclude any information our Trustee determines is not directly applicable to the beneficiary receiving the information.

In all events, a beneficiary's Legal Representative may receive any notices and take any action on behalf of the beneficiary as to an accounting. If any beneficiary's Legal Representative fails to object to any accounting in writing within 60 days after our Trustee provides the accounting, the beneficiary's Legal Representative will be considered to assent to the accounting.

Section 15.16 Action of Trustees and Delegation of Trustee Authority

When neither of us is serving as a Trustee, if two Trustees are eligible to act with respect to a given matter, they must agree unanimously for action to be taken unless the express terms of the Trustees' appointment provide otherwise. If more than two Trustees are eligible to act with respect to a given matter, the Trustees must agree by majority for action to be taken.

If our Trustees are unable to agree on a matter for which they have joint powers, we request that the matter be settled by mediation and then by arbitration, if necessary, in accordance with the Uniform Arbitration Act. Each of our Trustees may select an arbiter, and these arbiters may select an additional arbiter if necessary to establish a majority decision. The decision of a majority of the arbiters will control with respect to the matter.

A nonconcurring Trustee may dissent or abstain from a decision of the majority. A Trustee will be absolved from personal liability by registering the dissent or abstention in the trust records. After doing so, the dissenting Trustee must then act with our other Trustees in any way necessary or appropriate to effect the majority decision.

Notwithstanding the limitations set forth in this Section, unless a Trustee elects otherwise in a written instrument delivered to the other Trustees, if two or more Trustees are then serving, any one Trustee may sign any checks, agreements, or other documents on behalf of the trust with the same effect as if all Trustees had signed. Persons dealing with the signing Trustee in good faith may rely upon the signing Trustee's authority to act on behalf of the trust without inquiry as to the other Trustees' agreement.

Subject to the limitations set forth in Section 16.25, any Trustee may, by written instrument, delegate to any other Trustee the right to exercise any power, including a discretionary power, granted to our Trustee in this trust. During the time a delegation under this Section is in effect, the Trustee to whom the delegation is made may exercise the power

to the same extent as if the delegating Trustee has personally joined in the exercise of the power. The delegating Trustee may revoke the delegation at any time by giving written notice to the Trustee to whom the power was delegated.

Section 15.17 Trustee May Disclaim or Release Any Power

Notwithstanding any provision of this trust to the contrary, any Trustee may relinquish any Trustee power in whole or in part, irrevocably or for any specified period of time, by a written instrument. The Trustee may relinquish a power personally or may relinquish the power for all subsequent Trustees.

Section 15.18 Trustee May Execute a Power of Attorney

Our Trustee may appoint any individual or entity to serve as our Trustee's agent under a power of attorney to transact any business on behalf of our trust or any other trust created under this trust.

Section 15.19 Additions to Separate Trusts

If upon the death of the survivor of us, or upon the termination of any trust created under this trust, a final distribution is to be made to a person who is the Primary Beneficiary of another trust established under this trust, and there is no specific indication whether the distribution is to be made in trust or outright, our Trustee shall make the distribution to the second trust instead of distributing the property to the beneficiary outright. For purposes of administration, the distribution will be treated as though it had been an original part of the second trust.

Section 15.20 Authority to Merge or Sever Trusts

Our Trustee may merge a trust created under this trust with any other trust, if the two trusts contain substantially the same terms for the same beneficiaries and have at least one Trustee in common. Our Trustee may administer the merged trust under the provisions of the instrument governing the other trust, and this trust will no longer exist if it merges into another trust. Accordingly, in the event another trust is merged into this trust or a trust created under the provisions of this trust document, our Trustee may shorten the period during which this trust subsists to comply with Section 17.01, if necessary, to effect the merger. But if a merger does not appear feasible, our Trustee may consolidate the trusts' assets for purposes of investment and trust administration while retaining separate records and accounts for each respective trust.

Our Trustee may sever any trust on a fractional basis into two or more separate and identical trusts, or may segregate a specific amount or asset from the trust property by allocating it to a separate account or trust. The separate trusts may be funded on a *non pro rata* basis, but the funding must be based on the assets' total fair market value on the funding date. After the segregation, income earned on a segregated amount or specific asset passes with the amount or asset segregated. Our Trustee shall hold and administer each severed trust upon terms and conditions identical to those of the original trust.

Subject to the trust's terms, our Trustee may consider differences in federal tax attributes and other pertinent factors in administering the trust property of any separate account or

trust, in making applicable tax elections and in making distributions. A separate trust created by severance must be treated as a separate trust for all purposes from the effective severance date; however, the effective severance date may be retroactive to a date before our Trustee exercises the power.

Section 15.21 Authority to Terminate Trusts

Our Independent Trustee may terminate any trust created under this trust at any time, if our Independent Trustee, in its sole and absolute discretion, determines that administering a trust created under this trust is no longer economical. Once distributed, our Trustee will have no further responsibility with respect to that trust property. Our Trustee will distribute the trust property from a terminated trust in this order:

to us, if we are both then living;

if one of us is deceased, to the surviving Grantor, if the surviving Grantor is then a trust beneficiary;

if we are both deceased or the surviving Grantor is not a trust beneficiary, to the beneficiaries then entitled to mandatory distributions of the trust's net income, in the same proportions; and then

if none of the beneficiaries are entitled to mandatory distributions of net income, to the beneficiaries then eligible to receive discretionary distributions of the trust's net income, in the amounts and shares our Independent Trustee determines.

Section 15.22 Discretionary Distribution to Fully Utilize Basis Increase upon Death of Beneficiary

To the extent we have permitted our Trustee to make distributions of principal to a trust beneficiary, our Independent Trustee may distribute as much of the trust's principal to the beneficiary as our Independent Trustee determines advisable so that, upon the beneficiary's death, his or her estate may utilize the basis increase allowed under Internal Revenue Code Section 1014 without causing an increase in the federal estate tax.

Before making a distribution of property under this Section, we request that our Trustee determine whether or not a good reason exists to retain the property in trust, such as whether our Trustee or the beneficiary might sell the property in the near future, as well as protection of the beneficiary from creditors, protection of the beneficiary from failed marriages, and protection of the asset for future generations. Our Trustee has no liability to any beneficiary for any action or inaction by our Trustee under this Section, if made in good faith.

Alternatively, we recommend our Independent Trustee consider appointing the assets to a trust established for the beneficiary under the provisions of Section 15.02.

Section 15.23 Merger of Corporate Fiduciary

If any corporate fiduciary acting as the Trustee under this trust is merged with or transfers substantially all of its trust assets to another corporation, or if a corporate fiduciary changes

its name, the successor will automatically succeed to the trusteeship as if that successor had been originally named a Trustee. No document of acceptance of trusteeship will be required.

Section 15.24 Funeral and Other Expenses of Beneficiary

Upon the death of an Income Beneficiary, our Trustee may pay the funeral expenses, burial or cremation expenses, enforceable debts, or other expenses incurred due to the death of the beneficiary from trust property. This Section only applies to the extent the Income Beneficiary has not exercised any testamentary power of appointment granted to the beneficiary under this trust.

Our Trustee may rely upon any request by the deceased beneficiary's Legal Representative or family members for payment without verifying the validity or the amounts and without being required to see to the application of the payment. Our Trustee may make decisions under this Section without regard to any limitation on payment of expenses imposed by statute or court rule and without obtaining the approval of any court having jurisdiction over the administration of the deceased beneficiary's estate.

Section 15.25 Marital Deduction Qualification

The marital gift as described in Article Seven of this trust is intended to qualify for the federal estate tax marital deduction, and the provisions of this trust are to be construed to reflect this intent. To the extent that exercising a provision of this trust would disqualify the marital gift from the federal estate tax unlimited marital deduction, that provision is void.

Article Sixteen

Our Trustee's Powers

Section 16.01 Introduction to Trustee's Powers

Except as otherwise specifically provided in this trust, our Trustee may exercise the powers granted by this trust without prior approval from any court, including those powers set forth under the laws of the State of Nevada or any other jurisdiction whose law applies to this trust. The powers set forth in Nev. Rev. Stat. 163.023 et. seq. are specifically incorporated into this trust.

Our Trustee shall exercise the Trustee powers in the manner our Trustee determines to be in the beneficiaries' best interests. Our Trustee must not exercise any power inconsistent with the beneficiaries' right to the enjoyment of the trust property in accordance with the general principles of trust law.

Our Trustee may have duties and responsibilities in addition to those described in this trust. We encourage any individual or corporate fiduciary serving as Trustee to obtain appropriate legal advice if our Trustee has any questions concerning the duties and responsibilities as Trustee.

Section 16.02 Execution of Documents by Our Trustee

Our Trustee may execute and deliver any written instruments that our Trustee considers necessary to carry out any powers granted in this trust.

Section 16.03 Investment Powers in General

Our Trustee may invest in any type of investment that our Trustee determines is consistent with the investment goals of the trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account the overall investment portfolio of the trust.

We have provided that certain trust beneficiaries receive payments of periodic unitrust amounts. Our intent is to allow our Trustee to invest trust assets for total return rather than solely for income. This will allow our Trustee to provide regular payments to current beneficiaries that will keep pace with inflation in future years, while providing for the remainder beneficiaries and preserving the value and purchasing power of their trust interest.

Without limiting our Trustee's investment authority in any way, we request that our Trustee exercise reasonable care and skill in selecting and retaining trust investments. We also request that our Trustee take into account the following factors in choosing investments:

- the potential return from the investment, both in income and appreciation;
- the potential income tax consequences of the investment;
- the investment's potential for volatility; and
- the role the investment will play in the trust's portfolio.

We request that our Trustee also consider the possible effects of inflation or deflation, changes in global and US economic conditions, transaction expenses, and the trust's need for liquidity while arranging the trust's investment portfolio.

Our Trustee may delegate his or her discretion to manage trust investments to any registered investment advisor or corporate fiduciary.

Section 16.04 Banking Powers

Our Trustee may establish any type of bank account in any banking institutions that our Trustee chooses. If our Trustee makes frequent disbursements from an account, the account does not need to be interest bearing. Our Trustee may authorize withdrawals from an account in any manner.

Our Trustee may open accounts in the name of our Trustee, with or without disclosing fiduciary capacity, and may open accounts in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the account's fiduciary nature or refer to any trust or Trustee.

Section 16.05 Business Powers

If the trust owns or acquires an interest in a business entity, whether as a shareholder, partner, general partner, sole proprietor, member, participant in a joint venture, or otherwise, our Trustee may exercise the powers and authority provided for in this Section. The powers granted in this Section are in addition to all other powers granted to our Trustee in this trust.

(a) No Duty to Diversify

Notwithstanding any duty to diversify imposed by state law or any other provision of this trust, our Trustee may acquire or indefinitely retain any ownership interest in or indebtedness of any closely held or nonpublicly traded entity in which the trust, we, our descendants, and the spouses of our descendants have an ownership interest (the *business interests*), and even though any business interest may constitute all or a substantial portion of the trust property. We specifically authorize our Trustee to invest or indefinitely retain all or any part of the trust property in these business interests, regardless of any resulting risk, lack of income, diversification, or marketability. We waive any applicable prudent investor rule, as well as the Trustee's standard of care and duty to diversify with respect to the acquisition or retention of these business interests.

We recognize that the value of a noncontrolling interest in a business entity may be less than the underlying value of the entity's net assets. Nevertheless, we authorize our Trustee to acquire or retain any noncontrolling business interests.

(b) Specific Management Powers

Our Trustee has all power and authority necessary to manage and operate any business owned by the trust, whether directly or indirectly, including

the express powers set forth in this Subsection. Our Trustee may participate directly in the conduct of the business, by serving as a general partner of a limited partnership, a member, manager or managing member of a limited liability company, or a shareholder of a corporation, or may employ others to serve in that capacity.

Our Trustee may participate in the management of the business and delegate management duties and powers to any employee, manager, partner, or associate of the business, without incurring any liability for the delegation. To the extent that the business interest held by the trust is not one that includes management powers (such as a minority stock interest, limited partnership interest, or a membership interest in a limited liability company), our Trustee has no obligation to supervise the management of the underlying assets, and no liability for the actions of those who do manage the business.

Our Trustee may enter into management trusts and nominee trusts in which our Trustee and the trust may serve as the exclusive manager or nominee of property or property interests on behalf of any limited partnership, limited liability company, or corporation.

Our Trustee, individually, or if our Trustee is a corporate fiduciary, then an employee of our Trustee, may act as a director, general or limited partner, associate, or officer of the business.

Our Trustee may participate with any other person or entity in the formation or continuation of a partnership either as a general or limited partner, or in any joint venture. Our Trustee may exercise all the powers of management necessary and incidental to a membership in the partnership, limited partnership, or joint venture, including making charitable contributions.

Our Trustee may reduce, expand, limit, or otherwise adjust the operation or policy of the business. Our Trustee may subject the trust's principal and income to the risks of the business for any term or period, as our Trustee determines.

For any business in which the trust has an interest, our Trustee may advance money or other property, make loans (subordinated or otherwise) of cash or securities, and guarantee the loans of others made to the business. Our Trustee may borrow money for the business, either alone or with other persons interested in the business, and may secure the loan or loans by a pledge or mortgage of any part of any trust property.

Our Trustee may select and vote for directors, partners, associates, and officers of the business. Our Trustee may enter into owners' agreements with a business in which the trust has an interest or with the other owners of the business.

Our Trustee may execute agreements and amendments to agreements as may be necessary to the operation of the business, including stockholder

agreements, partnership agreements, buy-sell agreements, and operating agreements for limited liability companies.

Our Trustee may generally exercise any powers necessary for the continuation, management, sale, or dissolution of the business.

Our Trustee may participate in the sale, reorganization, merger, consolidation, recapitalization, or liquidation of the business. Our Trustee may sell or liquidate the business or business interest on terms our Trustee deems advisable and in the best interests of the trust and the beneficiaries. Our Trustee may sell any business interest held by the trust to one or more of the beneficiaries of this trust or to any trust in which a majority of the beneficiaries are beneficiaries of this trust. Our Trustee may make the sale in exchange for cash, a private annuity, an installment note, or any combination of those.

Our Trustee may exercise all of the business powers granted in this trust even though our Trustee may be personally invested in or otherwise involved with the business.

(c) Business Liabilities

If any tort or contract liability arises in connection with the business, and if the trust is liable, our Trustee will first satisfy the liability from the assets of the business, and only then from other trust property as determined by our Trustee.

(d) Trustee Compensation

In addition to the compensation set forth in Section 15.09, our Trustee may receive additional reasonable compensation for services in connection with the operation of the business. Our Trustee may receive this compensation directly from the business, the trust or both.

(e) Conflicts of Interest

Our Trustee may exercise all of the powers granted in this trust even though our Trustee may be involved with or have a personal interest in the business.

Section 16.06 Contract Powers

Our Trustee may sell at public or private sale, transfer, exchange for other property, and otherwise dispose of trust property for consideration and upon terms and conditions that our Trustee deems advisable. Our Trustee may grant options of any duration for any sales, exchanges, or transfers of trust property.

Our Trustee may enter into contracts, and may deliver deeds or other instruments, that our Trustee considers appropriate.

Section 16.07 Common Investments

For purposes of convenience with regard to the trust property's administration and investment, our Trustee may invest part or all of the trust property jointly with property of

other trusts for which our Trustee is also serving as a Trustee. A corporate fiduciary acting as our Trustee may use common funds for investment. When trust property is managed and invested in this manner, our Trustee will maintain records that sufficiently identify this trust's portion of the jointly invested assets.

Section 16.08 Digital Assets

Our Trustee has the authority to access, modify, control, archive, transfer, and delete our digital assets.

Digital assets include our sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances.

Our digital assets may be stored in the cloud or on our own digital devices. Our Trustee may access, use, and control our digital devices in order to access, modify, control, archive, transfer, and delete our digital assets—this power is essential for access to our digital assets that are only accessible through our digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances.

Section 16.09 Environmental Powers

Our Trustee may inspect trust property to determine compliance with or to respond to any environmental law affecting the property. For purposes of this trust, *environmental law* means any federal, state, or local law, rule, regulation, or ordinance protecting the environment or human health.

Our Trustee may refuse to accept property if our Trustee determines that the property is or may be contaminated by any hazardous substance or is or was used for any purpose involving hazardous substances that could create liability to the trust or to any Trustee.

Our Trustee may use trust property to:

- conduct environmental assessments, audits, or site monitoring;
- take remedial action to contain, clean up, or remove any hazardous substance including a spill, discharge, or contamination;
- institute, contest, or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance;
- comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement, or cleanup of any hazardous substance; and
- employ agents, consultants, and legal counsel to assist our Trustee in these actions.

Our Trustee is not liable for any loss or reduction in value sustained by the trust as a result of our Trustee's decision to retain property on which hazardous materials or substances requiring remedial action are discovered, unless our Trustee contributed to that loss through willful misconduct or gross negligence.

Our Trustee is not liable to any beneficiary or to any other party for any decrease in the value of property as a result of our Trustee's actions to comply with any environmental law, including any reporting requirement.

Our Trustee may release, relinquish, or disclaim any power held by our Trustee that our Trustee determines may cause our Trustee to incur individual liability under any environmental law.

Section 16.10 Farming and Ranching Operations

If the trust owns or acquires an interest in a farm, ranch, or other agricultural property or business, our Trustee may exercise the authority and discretion provided in this Section. The powers granted in this Section are in addition to all other powers granted to our Trustee in this trust.

(a) Authority to Operate the Farm or Ranch

Notwithstanding any duty to diversify imposed by state law, our Trustee may retain and continue to operate a farm or ranch, even though the interest may constitute all or a substantial portion of the trust property.

Our Trustee may take part in farm or ranch management, or hire a farm manager or a professional farm management service. Our Trustee may delegate any of the powers authorized by this Section to a hired farm manager or professional farm management service.

Our Trustee may purchase, sell, hold, manage, operate, lease, improve, and maintain the farm or ranch and any of its interests, and in general deal with all things necessary for operation as our Trustee deems advisable.

Our Trustee may buy, sell, and raise livestock; plant, cultivate, harvest, and sell cash crops; produce timber or forest products for sale; or lease or rent all or part of the farm or ranch for cash or a crop share.

Our Trustee may contract with hired labor, tenants, or sharecroppers.

Our Trustee may construct, repair, and improve farm buildings, fences, and other farm or ranch structures, including drainage facilities, wells, ponds, and lagoons. Our Trustee may participate in cooperative agreements concerning water and ditch rights.

Our Trustee may purchase or rent any kind of farm machinery, equipment, feed, and seed necessary to operate the farm or ranch.

Our Trustee may use approved soil conservation practices in order to conserve, improve, and maintain the soil's productivity. Our Trustee may engage in timber or forest conservation practices.

Our Trustee may engage in any farm program sponsored by any federal, state, or local governmental agency.

(b) Business Liabilities

If any tort or contract liability arises in connection with the farm or ranch, and if the trust is liable, our Trustee will first satisfy the liability from the assets of the farm or ranch, and only then from other property.

(c) Trustee Compensation

In addition to the compensation set forth in Section 15.09, our Trustee may receive additional reasonable compensation for services in connection with the operation of a farm or ranch. Our Trustee may receive this compensation directly from the farm or ranch, the trust, or both.

(d) Conflicts of Interest

Our Trustee may exercise all of the powers granted in this trust, even though our Trustee may be involved with or have a personal interest in the farm or ranch.

Section 16.11 Insurance Powers

Our Trustee may purchase, accept, hold, and deal with as owner, insurance policies on either or both of our lives, any beneficiary's life, or any person's life in whom any beneficiary has an insurable interest.

Our Trustee may purchase disability, medical, liability, long-term health care and other insurance on behalf of and for the benefit of any beneficiary. Our Trustee may purchase annuities and similar investments for any beneficiary.

Our Trustee may execute or cancel any automatic premium loan agreement with respect to any policy, and may elect or cancel any automatic premium loan provision in a life insurance policy. Our Trustee may borrow money to pay premiums due on any policy, either by borrowing from the company issuing the policy or from another source. Our Trustee may assign the policy as security for the loan.

Our Trustee may exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy to reduce the amount of a policy, to convert or exchange the policy, or to surrender a policy at any time for its cash value.

Our Trustee may elect any paid-up insurance or extended-term insurance nonforfeiture option contained in a policy.

Our Trustee may sell any policy at its fair market value to anyone having an insurable interest in the policy, including the insured.

Our Trustee may exercise any other right, option, or benefit contained in a policy or permitted by the issuing insurance company.

Upon termination of the trust, our Trustee may transfer and assign the policies held by the trust as a distribution of trust property.

Section 16.12 Loans and Borrowing Powers

Our Trustee may make loans to, or guarantee the borrowing of, any person including a beneficiary, as well as an entity, trust, or estate, for any term or payable on demand, and secured or unsecured.

Our Trustee may encumber any trust property by mortgages, pledges, or otherwise, and may negotiate, refinance, or enter into any mortgage or other secured or unsecured financial arrangement, whether as a mortgagee or mortgagor. The term may extend beyond the trust's termination and beyond the period required for an interest created under this trust to vest in order to be valid under the rule against perpetuities.

Our Trustee may enter into, negotiate, or modify the terms of any mortgage or any other secured or unsecured agreement granted in connection with any loan entered into by either or both of us or by any Trustee, and may release or foreclose on any mortgage or security interest payable to either or both of us or to the trust.

Our Trustee may borrow money at interest rates and on other terms that our Trustee deems advisable from any person, institution, or other source including, in the case of a corporate fiduciary, its own banking or commercial lending department.

Our Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. Our Trustee may accept deeds instead of foreclosing.

Section 16.13 Nominee Powers

Our Trustee may hold real estate, securities, and any other property in the name of a nominee or in any other form, without disclosing the existence of any trust or fiduciary capacity.

Section 16.14 Oil, Gas and Mineral Interests

Our Trustee may acquire, maintain, develop, and exploit, either alone or jointly with others, any oil, gas, coal, mineral, or other natural resource rights or interests.

Our Trustee may drill, test, explore, mine, develop, extract, remove, convert, manage, retain, store, sell, and exchange any of those rights and interests on terms and for a price that our Trustee deems advisable.

Our Trustee may execute leases, pooling, unitization, and other types of agreements in connection with oil, gas, coal, mineral, and other natural resource rights and interests, even though the terms of those arrangements may extend beyond the trust's termination.

Our Trustee may execute division orders, transfer orders, releases, assignments, farm outs, and any other instruments that it considers proper.

Our Trustee may employ the services of consultants and outside specialists in connection with the evaluation, management, acquisition, disposition, and development of any mineral interest, and may pay the cost of the services from the trust's principal and income.

Section 16.15 Payment of Property Taxes and Expenses

Except as otherwise provided in this trust, our Trustee may pay any property taxes, assessments, fees, charges, and other expenses incurred in the administration or protection of the trust. All payments will be a charge against the trust property and will be paid by our Trustee out of income. If the income is insufficient, then our Trustee may make any payments of property taxes or expenses out of the trust property's principal. Our Trustee's determination with respect to this payment will be conclusive on the beneficiaries.

Section 16.16 Purchase of Assets from and Loans to a Deceased Grantor's Probate Estate

Upon the death of a Grantor, our Trustee may purchase at fair market value and retain in the form received any property that is a part of the deceased Grantor's probate or trust estate as an addition to the trust. In addition, our Trustee may make secured and unsecured loans to the deceased Grantor's probate or trust estate. Our Trustee may not be held liable for any loss suffered by the trust because of the exercise of the powers granted in this Section.

Our Trustee may not use any trust property for the benefit of the deceased Grantor's estate as defined in Code of Federal Regulations Title 26 Section 20.2042-1(b), unless the property is included in the deceased Grantor's gross estate for federal estate tax purposes.

Section 16.17 Qualified Real Property Valuation

Our Independent Trustee has the power to amend the terms of a trust holding *qualified real property* as defined in Internal Revenue Code Section 2032A, in order to permit the qualified real property to qualify for special use valuation permitted under Section 2032A, even if the amendment changes beneficial interests and that directs the segregation of trust property into more than one trust.

Section 16.18 Qualified Tuition Programs

Our Trustee may purchase tuition credits or certificates or make contributions to an account in one or more qualified tuition programs as defined under Internal Revenue Code Section 529 on a beneficiary's behalf for the purpose of meeting the beneficiary's qualified higher education expenses. With respect to an interest in any qualified tuition program, our Trustee may act as contributor, administering the interest by actions including:

- designating and changing the designated beneficiary of the interest in the qualified tuition program;
- requesting both qualified and nonqualified withdrawals;
- selecting among investment options and reallocating funds among different investment options;
- making rollovers to another qualified tuition program; and
- allocating any tax benefits or penalties to the beneficiaries of the trust.

Notwithstanding anything in this provision to the contrary, the designated beneficiary must always be a beneficiary of the trust from which the funds were distributed to establish the interest in the qualified tuition program. Investment in a qualified tuition program will not be considered a delegation of investment responsibility under any applicable statute or other law.

Section 16.19 Real Estate Powers

Our Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve, and in general deal in and with real property in the manner and on the terms and conditions as our Trustee deems appropriate.

Our Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements to, and abandon any real property.

Our Trustee may manage real estate in any manner considered best, and may exercise all other real estate powers necessary to effect this purpose.

Our Trustee may enter into contracts to sell real estate. Our Trustee may enter into leases and grant options to lease trust property, even though the term of the agreement extends beyond the termination of any trusts established under this trust and beyond the period that is required for an interest created under this trust to vest in order to be valid under the rule against perpetuities. Our Trustee may enter into any contracts, covenants, and warranty agreements that our Trustee deems appropriate.

Section 16.20 Residences and Tangible Personal Property

Our Trustee may acquire, maintain, and invest in any residence for the beneficiaries' use and benefit, whether or not the residence is income producing and without regard to the proportion that the residence's value may bear to the trust property's total value, even if retaining the residence involves financial risks that Trustees would not ordinarily incur. Our Trustee may pay or make arrangements for others to pay all carrying costs of any residence for the beneficiaries' use and benefit, including taxes, assessments, insurance, maintenance, and other related expenses.

Our Trustee may acquire, maintain, and invest in articles of tangible personal property, whether or not the property produces income. Our Trustee may pay for the repair and maintenance of the property.

Our Trustee is not required to convert the property referred to in this Section to income-producing property, except as required by other provisions of this trust.

Our Trustee may permit any Income Beneficiary of the trust to occupy any real property or use any personal property owned by the trust on terms or arrangements that our Trustee determines, including rent free or in consideration for the payment of taxes, insurance, maintenance, repairs, or other charges.

Our Trustee is not liable for any depreciation or loss resulting from any decision to retain or acquire any property as authorized by this Section.

Section 16.21 Retention and Abandonment of Trust Property

Our Trustee may retain any property constituting the trust at the time of its creation, at the time of the death of a Grantor, or as the result of the exercise of a stock option, without liability for depreciation or loss resulting from retention. Our Trustee may retain property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.

Our Trustee may hold property that is not income producing or is otherwise nonproductive if holding the property is in the best interests of the beneficiaries in the sole and absolute discretion of our Trustee. On the other hand, our Trustee will invest contributions of cash and cash equivalents as soon as reasonably practicable after the assets have been acquired by the trust.

Our Trustee may retain a reasonable amount in cash or money market accounts to pay anticipated expenses and other costs, and to provide for anticipated distributions to or for the benefit of a beneficiary.

Our Trustee may abandon any property that our Trustee considers of insignificant value.

Section 16.22 Securities, Brokerage and Margin Powers

Our Trustee may buy, sell, trade, and otherwise deal in stocks, bonds, investment companies, mutual funds, common trust funds, commodities, and other securities of any kind and in any amount, including short sales. Our Trustee may write and purchase call or put options, and other derivative securities. Our Trustee may maintain margin accounts with brokerage firms, and may pledge securities to secure loans and advances made to our Trustee or to or for a beneficiary's benefit.

Our Trustee may place all or any part of the securities held by the trust in the custody of a bank or trust company. Our Trustee may have all securities registered in the name of the bank or trust company or in the name of the bank's nominee or trust company's nominee. Our Trustee may appoint the bank or trust company as the agent or attorney in fact to collect, receive, receipt for, and disburse any income, and generally to perform the duties and services incident to a custodian of accounts.

Our Trustee may employ a broker-dealer as a custodian for securities held by the trust, and may register the securities in the name of the broker-dealer or in the name of a nominee; words indicating that the securities are held in a fiduciary capacity are optional. Our Trustee may hold securities in bearer or uncertificated form, and may use a central depository, clearing agency, or book-entry system, such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York.

Our Trustee may participate in any reorganization, recapitalization, merger, or similar transaction. Our Trustee may exercise or sell conversion or subscription rights for securities of all kinds and descriptions. Our Trustee may give proxies or powers of attorney that may be discretionary and with or without powers of substitution, and may vote or refrain from voting on any matter.

Section 16.23 Settlement Powers

Our Trustee may settle any claims and demands in favor of or against the trust by compromise, adjustment, arbitration, or other means. Our Trustee may release or abandon any claim in favor of the trust.

Section 16.24 Subchapter S Corporation Stock Provisions

During any period the trust is not treated as a grantor trust for tax purposes under Internal Revenue Code Section 671, this trust or any trust created under this trust may hold any S corporation stock held as a separate *Electing Small Business Trust*, or as a separate *Qualified Subchapter S Trust*, as provided in this Section.

For purposes of this Section, *S corporation stock* means all capital stock issued by a corporation (or other entity taxable as a corporation for federal income tax purposes) that is treated or is intended to be treated under Section 1361(a) as an *S corporation* for federal income tax purposes.

(a) Electing Treatment as an Electing Small Business Trust

If our Trustee elects under Internal Revenue Code Section 1361(e)(3) to qualify any portion of the trust as an *Electing Small Business Trust*, our Trustee shall:

apportion a reasonable share of the unallocated expenses of all trusts created under this trust to the Electing Small Business Trust under the applicable provisions of the Internal Revenue Code and Treasury Regulations; and
administer the trust as an Electing Small Business Trust, under Internal Revenue Code Section 1361(e).

(b) Electing Treatment as a Qualified Subchapter S Trust

If the current Income Beneficiary of the trust makes an election under Section 1361(d)(2) to qualify the trust as a Qualified Subchapter S Trust within the meaning of Section 1361(d)(3), our Trustee shall:

refer to the Qualified Subchapter S Trust using the same name as the trust to which the stock was originally allocated, plus the name of the current Income Beneficiary of the trust, followed by the letters QSST;
administer the Qualified Subchapter S Trust in accordance with the same provisions contained in the trust to which the Trustee allocated the S corporation stock, as long as the provisions of this Subsection control the trust administration to the extent that they are inconsistent with the provisions of the original trust; and
maintain the Qualified Subchapter S Trust as a separate trust held for the benefit of only one beneficiary as required in Section 1361(d)(3).

Our Trustee shall recommend that the current Income Beneficiary of the trust make a timely election to cause federal tax treatment of the trust as a Qualified Subchapter S Trust.

(1) Current Income Beneficiary

The *current Income Beneficiary* of a Qualified Subchapter S Trust is the person who has a present right to receive income distributions from the trust to which the Trustee has allocated the S corporation stock. A Qualified Subchapter S Trust may have only one current Income Beneficiary.

If, under the terms of the trust, more than one person has a present right to receive income distributions from the trust originally holding the S corporation stock, our Trustee shall segregate the S corporation stock into separate Qualified Subchapter S Trusts for each of these people.

(2) Distributions

Until the earlier of the death of the current Income Beneficiary or the date on which the trust no longer holds any S corporation stock (the *QSST termination date*), our Trustee shall distribute at least annually all of the trust's *net income*, as defined in Internal Revenue Code Section 643(b) to the current Income Beneficiary.

The terms of the trust to which the S corporation stock was originally allocated govern distributions of principal from the Qualified Subchapter S Trust. But until the QSST termination date, our Trustee may distribute principal only to the current Income Beneficiary of the Qualified Subchapter S Trust and not to any other person or entity.

If the Qualified Subchapter S Trust terminates during the lifetime of the current Income Beneficiary, our Trustee shall distribute all assets of the Qualified Subchapter S Trust to the current Income Beneficiary outright and free of the trust.

(3) Allocation of Income and Expenses

Our Trustee shall characterize receipts and expenses of any Qualified Subchapter S Trust in a manner consistent with Internal Revenue Code Section 643(b).

(4) Trust Merger or Consolidation

Notwithstanding any other provision of this trust that may seem to the contrary, our Trustee may not merge any Qualified Subchapter S Trust with another trust's assets if doing so would jeopardize the qualification of either trust as a Qualified Subchapter S Trust.

(c) Governance of the Trusts

The following additional provisions apply to any separate trust created under this Section.

(1) Protection of S Corporation Status

Our Trustee must not administer a trust holding S corporation stock in a manner that would cause the termination of the S corporation status of the entity whose stock is held as part of the trust. Therefore, during any period that the trust holds S corporation stock, our Trustee must construe the terms and provisions of this trust in a manner that is consistent with the trust qualifying as an Electing Small Business Trust or as a Qualified Subchapter S Trust. Our Trustee must disregard any provision of this trust that cannot be so construed or applied.

(2) Methods of Distribution

Our Trustee may not make distributions in a manner that would jeopardize the trust's qualification as an Electing Small Business Trust or as a Qualified Subchapter S Trust.

(3) Disposition of S Corporation Stock

If our Trustee believes the continuation of any trust would result in the termination of the S corporation status of any entity whose stock is held as a part of the trust property, our Trustee, other than an Interested Trustee, in addition to the power to sell or otherwise dispose of the stock, has the power to distribute the stock to the person who is then entitled to receive the income from the trust.

Section 16.25 Limitation on Our Trustee's Powers

All powers granted to Trustees under this trust or by applicable law are limited as set forth in this Section, unless explicitly excluded by reference to this Section. The limitations set forth in this Section do not apply to either of us while we are both alive, and do not apply if either of us is serving as Trustee of the Survivor's Trust.

(a) An Interested Trustee Limited to Ascertainable Standards

An Interested Trustee may only make discretionary decisions when they pertain to a beneficiary's health, education, maintenance, or support as described under Internal Revenue Code Sections 2041 and 2514.

(b) Interested Trustee Prohibited from Acting

Whenever this trust specifically prohibits or limits an Interested Trustee from exercising discretion or performing an act, then any Interested Trustee serving as our Trustee is prohibited from participating in the exercise of that

discretion or performance of that act. If there is no Trustee serving who is not an Interested Trustee, then an Independent Special Trustee may be appointed under the provisions of Section 3.08 to exercise the discretion or perform the act.

(c) Exclusive Powers of Our Independent Trustee

Whenever a power or discretion is granted exclusively to our Independent Trustee, then any Interested Trustee who is then serving as our Trustee is prohibited from participating in the exercise of the power or discretion. If there is no Independent Trustee then serving, then an Independent Special Trustee may be appointed under the provisions of Section 3.08 to exercise the power or discretion that is exercisable only by our Independent Trustee.

(d) No Distributions in Discharge of Certain Legal Obligations

Our Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of our Trustee, including the obligation of support.

If a beneficiary or any other person has the power to remove a Trustee, that Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the person having the power to remove the Trustee, including that person's obligation of support.

(e) Insurance Policy on the Life of Our Trustee

If the trust holds a policy that insures the life of a Trustee, that Trustee may not exercise any powers or rights with respect to the policy. Instead, a Co-Trustee or an Independent Special Trustee must exercise the powers and rights with respect to the policy.

If any rule of law or court decision construes the ability of the insured Trustee to name an Independent Special Trustee as an incident of ownership of the policy, then a majority of the then current Income Beneficiaries (excluding the insured Trustee if he or she is a beneficiary) will select the Independent Special Trustee.

(f) Insurance Policy on a Beneficiary's Life

If the trust holds a policy that insures a beneficiary's life, the beneficiary, individually or as Trustee, may not exercise any power over the policy, its cash value, or its proceeds. This denial of power is intended to prevent an insured beneficiary from holding any power that would constitute an incident of ownership of the policy.

In addition, no distribution of income or principal to the insured beneficiary may be satisfied out of the policy's proceeds, cash value, or other economic benefit of the policy.

The limitations of this Subsection do not apply if, upon the beneficiary's death, the policy's proceeds would otherwise be included in the beneficiary's gross estate for federal estate tax purposes.

Article Seventeen

General Provisions

Section 17.01 Maximum Term for Trusts

Notwithstanding any contrary provisions or unless terminated earlier under other provisions of this trust, each trust created under this trust document will terminate 21 years after the death of the last to die of the descendants of our paternal and maternal grandparents who are living at the time of the first of us to die.

At that time, the remaining trust property will vest in and be distributed to the persons entitled to receive mandatory distributions of the trust's net income, in the same proportions. If no beneficiary is entitled to mandatory distributions of net income, the remaining trust property will vest in and be distributed to the beneficiaries entitled to receive discretionary distributions of the trust's net income, in equal shares.

Section 17.02 Spendthrift Provision

No beneficiary may assign, anticipate, encumber, alienate, or otherwise voluntarily transfer the income or principal of any trust created under this trust. In addition, neither the income nor the principal of any trust created under this trust is subject to attachment, bankruptcy proceedings or any other legal process, the interference or control of creditors or others, or any involuntary transfer.

This Section does not restrict a beneficiary's right to disclaim any interest or exercise of any power of appointment granted in this trust. In addition, this Section does not limit the ability of an Independent Trustee to appoint property in further trust for any beneficiary as provided in Section 15.02.

Section 17.03 Contest Provision

If any person attempts to contest or oppose the validity of this trust or any amendment to this trust, or commences, continues, or prosecutes any legal proceedings to set this trust aside, then that person will forfeit his or her share, cease to have any right or interest in the trust property, and will be considered to have predeceased the last of us to die for purposes of this instrument.

Section 17.04 Survivorship Presumption

If we die under circumstances in which the order of our deaths cannot be established, Cathryn Muriel Lai will be considered to have survived Merle Lynne Robinson.

If any other beneficiary is living at the death of a Grantor, but dies within 45 days after the Grantor's death, then the beneficiary will be considered to have predeceased the Grantor for purposes of this trust.

Section 17.05 Effect of Legal Separation or Dissolution of Marriage

If either of us files a petition for legal separation or dissolution of marriage and unless and until the petition is dismissed, each of us, each of our respective parents as to the other of

us, all of our descendants who are not the descendants of the other of us, and all spouses of such persons who are not descendants of our respective parents will be deemed to have died intestate on the date of the filing for all purposes of this instrument (except Section 17.01, above). The exercise of any power of appointment by any person identified in this paragraph that has not become effective prior to the filing date of the petition shall be null and void. If, however, a court issues any order dismissing a petition described above, and we accept the dismissal of the petition by a written acknowledgement, then the persons identified in this paragraph will no longer be deemed to have died intestate for purposes of this instrument.

Section 17.06 Changing the Governing Law and Situs of Administration

At any time, our Trustee may change the governing law of the trust; change the situs of the administration of the trust; and remove all or any part of the property from one jurisdiction to another. Our Trustee may elect, by filing an instrument with the trust records, that the trust will then be construed, regulated, and governed by the new jurisdiction's laws. Our Trustee may take action under this Section for any purpose our Trustee considers appropriate, including the minimization of any taxes in respect of the trust or any trust beneficiary.

If considered necessary or advisable by our Trustee, our Trustee may appoint an Independent Trustee to serve as Trustee in the new situs.

If necessary and if our Trustee does not appoint an Independent Trustee within 30 days of our Trustee's action to change the governing law or situs of the trust, the beneficiaries entitled to receive distributions of the trust's net income may appoint a corporate fiduciary in the new situs by majority consent. If a beneficiary is a minor or is incapacitated, the beneficiary's parent or Legal Representative may act on the beneficiary's behalf.

Section 17.07 Antilapse Statutes

Whether existing now or enacted later, no *antilapse* statute of Nevada or any other jurisdiction will be applied in construing any provision of this trust.

Section 17.08 Definitions

For purposes of this trust, the following terms have these meanings:

(a) Adopted and Afterborn Persons

A person in any generation who is legally adopted before reaching 18 years of age and his or her descendants, including adopted descendants, have the same rights and will be treated in the same manner under this trust as natural children of the adopting parent. A person is considered legally adopted if the adoption was legal at the time when and in the jurisdiction in which it occurred.

A fetus *in utero* later born alive will be considered a person in being during the period of gestation.

(b) Descendants

The term *descendants* means persons who directly descend from a person, such as children, grandchildren, or great-grandchildren. The term *descendants* does not include collateral descendants, such as nieces and nephews.

(c) Designation Date

The term *designation date* means September 30 of the calendar year following the year of the deceased Grantor's death, or any other date established by Treasury Regulations or other tax law authority as the final date for determining whether this trust meets the requirements for the trust beneficiaries to be treated as having been designated as beneficiaries under Internal Revenue Code Section 401(a)(9).

(d) Education

The term *education* is intended to be an ascertainable standard under Internal Revenue Code Sections 2041 and 2514 and includes:

enrollment at private elementary, junior, and senior high school, including boarding school;

undergraduate and graduate study in any field at a college or university;

specialized, vocational, or professional training or instruction at any institution, as well as private instruction; and

any other curriculum or activity that our Trustee considers useful for developing a beneficiary's abilities and interests including athletic training, musical instruction, theatrical training, the arts, and travel.

The term *education* also includes expenses such as tuition, room and board, fees, books, supplies, computers and other equipment, tutoring, transportation, and a reasonable allowance for living expenses.

(e) Good Faith

For the purposes of this trust, a Trustee has acted in good faith if:

an action or inaction is not a result of intentional wrongdoing;

the Trustee did not make the decision to act or not act with reckless indifference to the beneficiaries' interests; and

an action or inaction does not result in an improper personal benefit to the Trustee.

Further, all parties subject to the provisions of this trust will treat any action or inaction made in reliance on information, consent, or directions received

from the Personal Representative of each of our estates as made in good faith for the purposes of this Section, except for cases of willful misconduct or malfeasance on the Trustee's part.

(f) Grantor

Grantor has the same legal meaning as *Settlor*, *Trustor* or any other term referring to the maker of a trust.

(g) Incapacity

Except as otherwise provided in this trust, a person is considered incapacitated in any of the following circumstances.

(1) The Opinion of Two Licensed Physicians

An individual is considered to be incapacitated whenever two licensed physicians give the opinion that the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age; illness; use of prescription medications, drugs, or other substances; or any other cause. If an individual whose capacity is in question refuses to provide necessary documentation or otherwise submit to examination by licensed physicians, that individual will be considered incapacitated.

An individual is considered restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

(2) Court Determination

An individual is considered incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent, or legally incapacitated.

(3) Detention, Disappearance, or Absence

An individual is considered to be incapacitated whenever he or she cannot effectively manage his or her property or financial affairs due to the individual's unexplained disappearance or absence for more than 30 days, or whenever he or she is detained under duress.

An individual's disappearance, absence, or detention under duress may be established by an affidavit of our Trustee, or by the affidavit of any beneficiary if no Trustee is then serving. The affidavit must describe the circumstances of the individual's disappearance, absence, or detention, and may be relied upon by any third party dealing in good faith with our Trustee.

(h) Include, Includes, Including

In this document, the words include, includes, and including mean include without limitation, includes without limitation and including without limitation, respectively. Include, includes, and including are words of illustration and enlargement, not words of limitation or exclusivity.

(i) Income Beneficiary

The term *Income Beneficiary* means any beneficiary who is then entitled to receive distributions of the trust's net income, whether mandatory or discretionary.

Unless otherwise provided in this trust, the phrase *majority of the Income Beneficiaries* means any combination of Income Beneficiaries who would receive more than 50% of the accrued net income if that income were distributed on the day of a vote. For purposes of this calculation, beneficiaries who are eligible to receive discretionary distributions of net income receive the imputed income in equal shares.

References to a *majority* refer to a majority of the entire trust collectively until our Trustee allocates property to separate trusts or trust shares. After our Trustee allocates property to separate trusts or trust shares, references to a *majority* refer to a majority of each separate trust or trust share.

(j) Independent Trustee

The term *Independent Trustee* means any Trustee who is not an Interested Trustee as defined in Subsection (l) and includes an Independent Special Trustee appointed under the provisions of Section 3.08.

(k) Instrument

The term *this instrument* means this trust, and includes all trusts created under the terms of this trust.

(l) Interested Trustee

The term *Interested Trustee* means a Trustee who:

- is a transferor or beneficiary;
- is related or subordinate to a transferor or beneficiary;
- can be removed and replaced by a transferor with either the transferor or a party who is related or subordinate to the transferor; or
- can be removed and replaced by a beneficiary with either the beneficiary or a party who is related or subordinate to the beneficiary.

For purposes of this Subsection, *transferor* means a person who transferred property to the trust during that person's lifetime, including a person whose disclaimer resulted in property passing to the trust. A person is only a

transferor during his or her lifetime. *Beneficiary* means a person who is or may become eligible to receive income or principal from the trust under the terms of the trust, even if this person has only a remote contingent remainder interest in the trust, but not if the person's only interest is as a potential appointee under a power of appointment. *Related or subordinate* is used as defined in Internal Revenue Code Section 672(c).

(m) Internal Revenue Code and Treasury Regulations

References to the *Internal Revenue Code* or to its provisions are to the Internal Revenue Code of 1986, as amended, and any corresponding Treasury Regulations. References to the *Treasury Regulations*, are to the Treasury Regulations under the Internal Revenue Code in effect. If a particular provision of the Internal Revenue Code is renumbered or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference is considered to be made to the renumbered provision or to the corresponding provision of the subsequent law, unless to do so would clearly be contrary to our intent as expressed in this trust. The same rule applies to references to the Treasury Regulations.

(n) Legal Representative or Personal Representative

As used in this trust document, the term *Legal Representative or Personal Representative* means a person's guardian, conservator, executor, administrator, Trustee, attorney in fact under a Durable Power of Attorney, or any other person or entity representing a person or the person's estate. In the case of a minor beneficiary, the beneficiary's parent or another adult with custody of the beneficiary, except for any transferor to a trust created under this instrument, will be considered the beneficiary's Legal Representative for purposes of this trust.

(o) Per Stirpes

Whenever a distribution is to be made to a person's descendants *per stirpes*, the distribution will be divided into as many equal shares as there are then-living children and deceased children who left then-living descendants. Each then-living child will receive one share, and the share of each deceased child will be divided among the deceased child's then-living descendants in the same manner.

(p) Primary Beneficiary

The *Primary Beneficiary* of a trust created under this trust is that trust's oldest Income Beneficiary, unless some other individual is specifically designated as the Primary Beneficiary of that separate trust.

(q) Qualified Retirement Benefits

The term *qualified retirement plan* means a plan qualified under Internal Revenue Code Section 401, an individual retirement arrangement under Section 408 or Section 408A, or a tax-sheltered annuity under Section 403. The term *qualified retirement benefits* means the amounts held in or

distributed pursuant to a plan qualified under Section 401, an individual retirement arrangement under Section 408 or Section 408A, a tax-sheltered annuity under Section 403, or any other benefit subject to the distribution rules of Section 401(a)(9).

(r) Shall and May

Unless otherwise specifically provided in this trust or by the context in which used, we use the word *shall* in this trust to impose a duty, command, direct, or require, and the word *may* to allow or permit, but not require. In the context of our Trustee, when we use the word *shall* we intend to impose a fiduciary duty on our Trustee. When we use the word *may* we intend to empower our Trustee to act with the Trustee's sole and absolute discretion unless otherwise stated in this trust. When we use the words *may not* in reference to our Trustee, we specifically mean our Trustee *is not permitted to*.

(s) Trust

The terms *this trust*, *this document*, *instrument*, and *this trust document* refer to this trust and all trusts created under the terms of this trust.

(t) Trustee

The terms *our Trustee* and *Trustee* refer to the Initial Trustees named in Article One and to any successor, substitute, replacement, or additional person, corporation, or other entity that ever acts as the Trustee of any trust created under the terms of this trust. The term *Trustee* refers to singular or plural as the context may require.

(u) Trust Property

The term *trust property* means all property acquired from any source and held by a Trustee under this trust.

Section 17.09 General Provisions and Rules of Construction

The following general provisions and rules of construction apply to this trust.

(a) Multiple Originals; Validity of Paper or Electronic Copies

This trust may be executed in any number of counterparts, each of which will be considered an original.

Any person may rely on a paper or electronic copy of this trust that the Trustee certifies to be a true copy as if it were an original.

(b) Singular and Plural; Gender

Unless the context requires otherwise, singular words may be construed as plural, and plural words may be construed as singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires.

(c) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and Subsections used within this trust are included solely for the convenience of the reader. They have no significance in the interpretation or construction of this trust.

(d) Governing State Law

This trust is governed, construed, and administered according to the laws of Nevada, as amended except as to trust property required by law to be governed by the laws of another jurisdiction and unless the situs of administration is changed under Section 17.06.

(e) Notices

Unless otherwise stated, any notice required under this trust will be in writing. The notice may be personally delivered with proof of delivery to the party requiring notice and will be effective on the date personally delivered. Notice may also be mailed, postage prepaid, by certified mail with return receipt requested to the last known address of the party requiring notice. Mailed notice is effective on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice will be effective on the date it would normally have been received via certified mail. If the party requiring notice is a minor or incapacitated individual, notice will be given to the parent or Legal Representative.

(f) Severability

The invalidity or unenforceability of any provision of this trust does not affect the validity or enforceability of any other provision of this trust. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this trust are to be interpreted as if the invalid provision had never been included.

We have executed this trust on March 22, 2022. This trust instrument is effective when signed by us, whether or not now signed by a Trustee.



Cathryn Muriel Lai, Grantor and Trustee



Merle Lynne Robinson, Grantor and Trustee

STATE OF NEVADA

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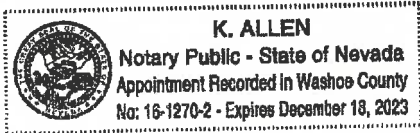
) ss.

COUNTY OF WASHOE

)

This instrument was acknowledged before me on March 22, 2022, by Cathryn Muriel Lai, as Grantor and as Trustee, and Merle Lynne Robinson, as Grantor and as Trustee.

(Seal, if any)



Notary Public

**Schedule A
Property**

Assets transferred to this trust as listed on this Schedule are for purposes of illustration and record keeping. All assets of the trust may not be listed here, and this Schedule shall in no way be construed to limit the number or amount of assets held by this trust.

All community property, quasi-community property, tenancy-in-common property and separate property transferred by a Grantor into our Trust shall retain its character as community property, quasi-community property, tenancy-in-common property or separate property, and by virtue of listing said property here such listing in no way shall be construed as a transmutation of the character of said property absent additional writings or executions transmuting said property's character. All such property transferred by a Grantor, and income thereon less withdrawals thereof, shall be such Grantor's separate Contributive Share of our Trust Estate. The Trustee(s) may specify the character of property transferred to our Trust by using the social security number of the Grantor who contributed the property to our Trust in connection with such property, and/or by the addition of one of the following designations in conjunction with the name of the Trust:

- Tenancy-in-Common Property (Tenants in Common)
- Community Property and Quasi-Community Property (Community Property)
- Cathryn Muriel Lai's Separate Property
- Merle Lynne Robinson's Separate Property

- REAL PROPERTY LOCATED AT:

1490 Veneto Drive, Sparks, Nevada 89436

- BANK ACCOUNTS, INCLUDING BUT NOT LIMITED TO:

- STOCKS, INCLUDING BUT NOT LIMITED TO:

- BONDS, INCLUDING BUT NOT LIMITED TO:

- ACCOUNTS RECEIVABLE, INCLUDING BUT NOT LIMITED TO:

- BUSINESS ASSETS, INCLUDING BUT NOT LIMITED TO:

- MOTOR VEHICLES, INCLUDING BUT NOT LIMITED TO:

- ALL OTHER PERSONAL PROPERTY

- ALL OTHER ASSETS OF ANY KIND AND WHEREVER LOCATED