

178983

REVOCABLE LIVING TRUST AGREEMENT

THIS REVOCABLE LIVING TRUST AGREEMENT is made between this 5th day of October, 22 and October 21, 2002 between WILLIAM MILTON MCKAY and GEORGIA MAE MCKAY of Eureka County, State of Nevada, hereinafter called the "TRUSTORS" and CHRISTINE L. MCNULTY, WILLIAM RUSSELL MCKAY, GINA M. NIGHT and DONNA L. GARCIA all of whom are the natural and biological children of the TRUSTORS and whose addresses immediately follow this introduction, hereinafter called the "TRUSTEES." The addresses of the biological children of the "TRUSTORS" who are the "TRUSTEES" in this Trust are:

- 1: CHRISTINE L. MCNULTY who resides at 383 Flora Drive in Elko, Elko County, Nevada, 89801.
- 2: WILLIAM RUSSELL MCKAY who resides at 1880 Cody Loop in Oracle Pinal County, Arizona, 85623.
- 3: GINA M. NIGHT who resides at 23923 No. Hwy 85., Newcastle, Weston County, Wyoming, 82701.
- 4: DONNA L. GARCIA who resides at 5404 N. Rhyolite Way, Parker, Douglas County, Colorado, 80134.

There are no minor biological or adopted children of the TRUSTORS.

IN consideration of the acceptance by the TRUSTEE of the revocable living trust herein created, do hereby transfer, convey, assign and deliver to the TRUSTEES, all real and personal property which property, as held by the TRUSTEES hereunder, is herein referred to as the WILLIAM M. AND GEORGIA M. MCKAY LIVING TRUST.

ARTICLE I

PURPOSE OF TRUST

Whereane TRUSTORS desire to make provision for the care and management of all of the real and personal property and the collection of income therefrom, and the disposition of both such property and income therefrom in the manner provided in this trust, this trust is therefore established for the primary benefit of the TRUSTORS, WILLIAM M. and GEORGIA M. MCKAY during their lifetimes. The trustors are now, and have been, since 1947, husband and wife. Any and all references to CHILDREN OF THE TRUSTORS are to those children named on page one (1) of this trust document. Any other person or persons may add such other property to the trust property as may be acceptable to the TRUSTEES by either inter vivos or testamentary transfer; and such additional property, when delivered to the TRUSTEES, shall become part of the Trust and be held by the TRUSTEES on the further terms and conditions stated herein.

ARTICLE II

DISPOSITION OF INCOME AND PRINCIPAL DURING THE LIFETIME OF TRUSTORS

During the lifetimes of each of the TRUSTORS, such part or all of the income and principal of the trust estate shall be paid or delivered to such persons and in such amounts, from time to time, as the TRUSTORS shall direct in writing signed by the TRUSTORS, as they may be, and delivered to TRUSTEES; or in the absence of

such direction, the TRUSTEES shall pay or apply for the benefit of the TRUSTORS, such amounts to such persons as, in the TRUSTEE'S sole and absolute discretion, TRUSTEE deems necessary and proper for the health, support, and maintenance of TRUSTORS.

ARTICLE III

DISTRIBUTION OF INCOME AND PRINCIPAL UPON DEATH OF TRUSTORS

3.1 Settlement of Debts and Expenses. Upon the death of either of the TRUSTORS, the TRUSTEES may, in their sole discretion, pay from the Trust, or advance such sums as may be necessary, for illness, funeral and burial, debts of the deceased TRUSTOR, any other expenses deemed appropriate by the TRUSTEES.

3.2 TRUSTOR'S family. Upon the death of the last surviving TRUSTOR, the TRUSTEES may make the payments provided for in Section 3.1, if any, or make adequate provision therefor, and shall divide and distribute the trust estate then remaining, including any income, and including all asset distributable to the Trust by reason of the death of the TRUSTOR, as follows:

Except for the assets of personal property listed as Exhibit "A" attached to this Trust Agreement, ONE HUNDRED PERCENT (100%) shall be distributed outright, and free and clear of any trust, to the surviving TRUSTEES in equal amounts, share and share alike. The TRUSTEES herein understand that should any of them predecease the TRUSTOR, said TRUSTEE'S issue, if any, SHALL NOT become beneficiaries under this trust.

ARTICLE IV

AMENDMENT OR REVOCATION

4.1 During Life of TRUSTORS. The TRUSTORS reserve the right, at any time or times, to amend or revoke this instrument and the trusts thereunder, in whole or in part, by an instrument or instruments in writing signed by the TRUSTORS, or by a surviving TRUSTOR should one of them die, and delivered in the TRUSTORS' lifetime (or the surviving TRUSTOR'S lifetime) to the TRUSTEES. On the revocation of this instrument in entirety, the TRUSTEES shall deliver to the TRUSTOR, or as TRUSTOR may direct in the instrument of revocation, all of the trust property.

4.2 Acceptance Trustees. If this Trust or any provision thereof is amended, and if such amendment alters, changes, or modifies the TRUSTEES' duties or powers, then such amendment shall take effect only when received, in writing, by the TRUSTEES. This Trust shall be irrevocable and unamendable during any period of incompetency of either both of the TRUSTORS.

ARTICLE V

POWERS OF TRUSTEES

The trustee shall have all of the powers as stated in the General Uniform Act pertaining to Trusts in the State of Nevada beginning with Nevada Revised Statutes Chapter 163. In addition thereto and, not by way of limitation, the TRUSTEES shall have the power to retain any asset originally or later contributed to the trust estate

whether or not such set be of a character permissible for investment by fiduciaries; to retain and purchaassets with a view to a possible increase in value notwithstanding the amount absence of income therefrom; to make distributions of principal or income kind; to enter into any transaction, including, but not limited to the advancement ofnds, purchasing assets, selling assets including assets in which the TRUSTETr TRUSTEES may or shall have a beneficial interest therein. However, upon the dth of the last surviving TRUSTOR the TRUSTEES shall liquidate all of the asts of the Trust and distribute the same as expeditiously as possible. As to any esting real property each TRUSTEE herein nambd shall be given the right of firrefusal in the event that a TRUSTEE or TRUSTEES may be interested in the purase of said real property.

ARTICLE VI

THE TRUSTEES

4.3 Bond. A bond shall be required of the original TRUSTEES hereunder or of any successor ttee or, if bond is required by law, no surety on such bond shall be required.

4.4 Removal Any TRUSTEE may be removed by the TRUSTORS as long as both TRUSTORS; if there is only one surviving TRUSTOR, give 30 days written notice to the TRUSTE in which the SUCCESSOR TRUSTEE is designated as the actual and acting TISTEE.

4.5 Successor Trust. The TRUSTEES named herein shall continue as TRUSTEE until his her death, resignation, incapacitation as above provided, or disqualification. However in the event of any mental incapacitation or physical incapacitation of a TRUSTEE which results in his or her disqualification, said incapacitated TRUSTEE shall not be deprived of his or her rights as a beneficiary under the terms of the Trust. Upon the death of, resignation, incapacitation, or disqualification of a TRUSTEE named herein, the remaining TRUSTEES shall continue to serve as SUCCESSOR CO-TRUSTEES as set forth in this Trust.

ARTICLE VII

MISCELLANEOUS

4.6 Governing Law. This agreement has been accepted by the TRUSTEES in the State of Nevada and all questions concerning its construction shall be governed by the laws of this state. All questions concerning the administration of the Trust shall be governed by the laws of the jurisdiction in which the Trust is being administered.

4.7 Invalid Provisions. If any provision of this Trust is held to be invalid, none of the other provisions shall thereby be rendered invalid or inoperative, but such provisions shall be given full force and effect as herein provided. If any provision of this Trust violates the rules against perpetuities now or hereinafter in effect, in the state within which the Trust is being administered, that portion of the trust or trusts so affected shall be administered as herein provided until the termination of the

maximum period authorized by law at which time and forthwith such part of the said trust estate so affected shall be distributed to fee simple to the beneficiary or beneficiaries in the portions in which they are then entitled to enjoy the benefits so terminated.

4.8 If any residence of the TRUSTORS' is or becomes part of any trust estate created hereunder, the TRUSTEES or TRUSTEE if there is only one remaining, is authorized and directed to allow TRUSTORS or TRUSTOR, if there is only one remaining, to use and occupy any such residence without payment of rent therefore for so long as TRUSTOR or TRUSTOR if there is only one remaining, continue to so occupy such residence or residences. During such occupancy, TRUSTORS hereby authorizes, but does not direct, TRUSTEES to pay in TRUSTEES' discretion, from the income and/or principal of the trust estate which holds an interest in any such residence, any taxes, assessments, insurance, maintenance costs, ordinary repairs and replacements, and reasonable improvements for any such residence.

IN WITNESS WHEREOF, this instrument has been signed by the undersigned TRUSTORS on this 39th day of October, 2002.

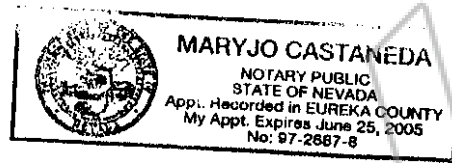
Georgia T. McKay
"TRUSTOR"

William M. McKay
"TRUSTOR"

STATE OF NEVADA)
) SS
COUNTY OF EUREKA)

Personally appeared before me, a NOTARY PUBLIC, on this 23 day of October, 2002 WILLIAM M. MCKAY and GEORGIA M. MCKAY who all are personally known to me and who represented to me that they executed the within 9 page REVOCABLE LIVING TRUST AGREEMENT in my presence.

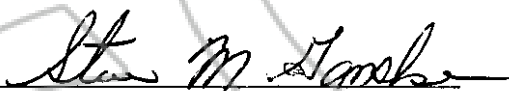
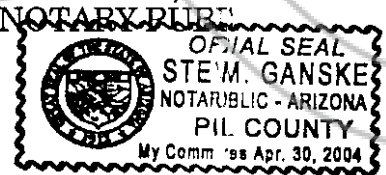

NOTARY PUBLIC




WILLIAM RUSSELL MCKAY
(TRUSTEE)

STATE OF ARIZONA)
) SS
COUNTY OF PINAL)

Personally appeared before me, a NOTARY PUBLIC, on this 23 day of October, 2002, WILLIAM RUSSELL MCKAY who is personally known to me or who proved to me with satisfactory evidence his identity and who, in my presence, executed the within 9 page REVOCABLE LIVING TRUST AGREEMENT in the space above his name designating him "TRUSTEE."


NOTARY PUBLIC


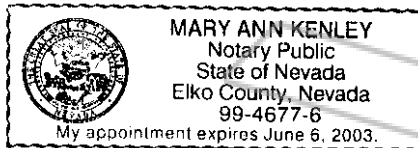
STATE OF NEVADA)
) SS
COUNTY OF ELKO)

Personally appeared before me, a NOTARY PUBLIC, on this 7th day of October, 2002, CHRISTINE L. McNULTY who is known to me or who proved to me with satisfactory evidence her identity and who, in my presence, executed the within 9 page REVOCABLE LIVING TRUST AGREEMENT in the space above her name designating her as "TRUSTEE."

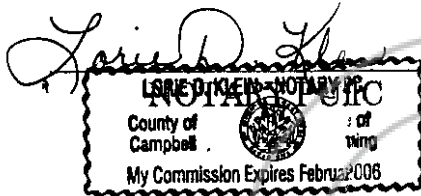
Mary Ann Kenley
NOTARY PUBLIC

Christine L. McNulty
Christine L. McNulty

STATE OF WYOMING)
) SS
COUNTY OF WESTON)



Personally appeared before me, a NOTARY PUBLIC, on this 14 day of October, 2002, GINA. KNIGHT, who is personally known to me or who proved to me with satisfactory evidence her identity and who, in my presence, executed the within page REVOCABLE LIVING TRUST AGREEMENT in the space above her name designating her as "TRUSTEE."



Gina M. Knight
Gina M. Knight

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

Personally appeared before me, a NOTARY PUBLIC, on this 21 day of October, 2002, DONNA L. GARCIA, who is personally known to me or who proved to me with satisfactory evidence her identity and who, in my presence, executed the within page REVOCABLE LIVING TRUST AGREEMENT in the space above her name designating her as "TRUSTEE."

Ardis R. Young
Ardis R. Young
Notary Public
My Commission Expires: December 22, 2002

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REVOCABLE LIVING TRUST

Donna L. Garcia
Donna L. Garcia
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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
William Milton McKay
02 OCT 29 PM 4: 22
LINCOLN COUNTY, NEVADA
M. REBALEATI, RECORDER
FILE NO. FEES \$23⁰⁰

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