

**When Recorded mail to:**  
**P. Michael Marfisi, Ltd.**  
**469 4<sup>th</sup> St.**  
**Elko, NV 89801**

BOOK 440 PAGE 158-161  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
P. Michael Marfisi  
2006 AUG 10 PM 1:55  
EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. 205679 FEES 17.00

**DECLARATION of LEO GLYNN DAMELE & MARY C. DAMELE FAMILY TRUST**

**THIS DECLARATION OF TRUST IS MADE PURSUANT TO N.R.S 164.400 -164.440**

**TO WHOM IT MAY CONCERN:**

IT IS DECLARED AND CERTIFIED that on August 2, 2006, the, LEO GLYNN DAMELE & MARY C. DAMELE FAMILY TRUST a Revocable Living Trust, was entered into by LEO GLYNN DAMELE, aka LEO G. DAMELE and MARY C. DAMELE, aka MARY DAMELE, husband and wife, residents of Eureka, Nevada, as Settlers or Trustors or Grantors and as original Trustees thereof. The undersigned have or shall transfer certain of our real and personal properties to the said Trust, including Community Property; and that the undersigned, as original Trustees may act jointly, separately and independently on behalf of our said Trust, and in the event of death or incompetence to act as Trustee of the Trust, the undersigned have named the following to serve as successor Trustees, and have provided for other matters in accordance with the following applicable provisions recited or paraphrased from our said Family Revocable Living Trust:

**ARTICLE FIVE**

**Provisions Relating to the Appointment and Removal of Trustees**

**5.1 Original Trustees.** The original Trustees are the Settlers/Trustors, LEO GLYNN DAMELE and MARY C. DAMELE. All power conferred on the original Trustees by the Trust may be exercised by them jointly or by either LEO GLYNN DAMELE or MARY C. DAMELE individually as Trustee for both Settlers acting as Trustee, and all third parties and entities dealing with this Trust shall rely on the act, including the signature, of either LEO GLYNN DAMELE or MARY C. DAMELE serving as Trustee by his or her act alone on behalf of this Trust. For all purposes the foregoing provision is and shall be construed as a General and Durable Power of Attorney from one Settlor/Trustor and Trustee to the other Settlor/Trustor and Trustee, which shall not be affected by the subsequent incapacity or disability of the other. Upon the resignation or incompetency of an original Trustee, the other original Trustee, if competent, shall act as sole Trustee of the entire Trust estate.

**5.2 Trustee of Survivor's Trust;** Upon the death of one Settlor/Trustor, the surviving Settlor, if competent, may serve as the sole Trustee of the Survivor's Trust as described under Article Three. If the surviving Settlor is incompetent, then the Successor

Trustee(s) shall be those as identified in 5.4.

**5.3 Successor Trustees of Temporary Decedent's Trust, Credit Shelter Trust and Marital Trust Upon the Death of One Settlor:** Subject to the provisions of the Survivor's Trust under 3.1.1, if the provisions of 3.1.2 thru 3.6.2, become applicable upon the death of the first Settlor to die ( regarding the Decedent's Trust (Credit Shelter Trust) and Marital Trust (if applicable), then the surviving Settlor, if competent, shall serve as sole Trustee of the Temporary Decedent's Trust, (Credit Shelter Trust) and Marital Trust, however, any distributions of principal from said trusts to the surviving Settlor (except as allowed under 3.6.2 hereof), which may require decisions or determinations as to the rules regarding "ascertainable standards", shall be made by Settlers' children, in the follow order: First, by NATALIE M. DAMELE CUNNINGHAM, as sole Special Trustee, then, if NATALIE is unable or unwilling to serve, then Second, by GLYNN D. DAMELE, as sole Special Trustee. The Special Trustee is appointed to serve only for the limited purposes of making such decisions or determinations as to principal distributions from said Trusts to the Surviving Settlor.

**5.4 Successor Trustees of All Trusts Upon the Death, Incompetency or Resignation of Both Settlers.** Upon the death, incompetency or resignation of both Settlers/Trustors, then NATALIE M. DAMELE CUNNINGHAM is hereby appointed as sole Trustee of all Trusts hereunder, or if she is unable or unwilling to serve as sole Trustee, then, Second GLYNN D. DAMELE is appointed to serve as sole Trustee.

**5.5 Resignation of Trustee.** Any Trustee, at any time serving hereunder, shall have the right to resign by delivering an instrument of resignation in writing, signed by the resigning Trustee, to the Settlers/Trustors or surviving Settlor/Trustor, if living, and if not, to any other Trustee hereunder or to any beneficiary hereunder, if, for any reason, there shall be no other Trustee then serving.

**5.6 Removal of Corporate Trustee.**

If at any time there is a corporate Trustee acting hereunder for any Trust, the individual Trustee, if there is one, and if not, then the majority of adult income beneficiaries of the Trust may remove the corporate Trustee without stating any reason. If the corporate Trustee is removed, and a vacancy in the trusteeship occurs, then the person(s) removing the corporate Trustee shall appoint a successor trustee.

**5.7 Incompetency of Individual Trustee.** If, in the opinion of two duly licensed physicians not in association with each other, any individual Trustee serving in any trustee capacity hereunder, including a Settlor/Trustor serving as Trustee, who has suffered substantial impairment of his or her ability to care for the property of the Trust due to advanced age, illness, infirmity, mental weakness, alcohol abuse, addiction to drugs, or other cause, such Trustee shall be deemed to have resigned as Trustee. The individual, including the other Settlor/Trustor, if competent, or entity named as successor trustee shall, effective upon the date of the second physician's opinion, assume the responsibilities and duties of the resigning Trustee. Any third party having possession of or maintaining record title to any assets or interests of the Trust shall upon notification by the successor

trustee of the two physicians' opinions honor the instructions of such successor trustee(s). If no successor trustee is named, as provided above in the preceding sections, a majority of adult income beneficiaries of the Trust may appoint a successor trustee.

**5.8 No Court Proceeding Necessary.** The appointment and qualification of the successor Trustee provided for in sections 5.2 through 5.7, inclusive, shall be effective without the necessity of any court proceeding or decree.

**5.9 Waiver of Bond.** No bond shall be required of any Trustee named or appointed as provided herein.

**5.10 Compensation of Trustee.** Any Successor Trustee, except a beneficiary of this Trust, shall be entitled to reasonable compensation for the Trustee's ordinary services hereunder. All expenses advanced to the Trust by any Trustee shall be reimbursed from the Trust assets.

## **ARTICLE SEVEN**

### **Trust Administrative Provisions**

**7.1 Powers of Trustee.** To carry out the purposes of the Trust, and subject always to the discharge of Trustee's fiduciary obligations and any limitations stated elsewhere herein, Trustee shall be vested with the powers enumerated at NRS 163.265 through NRS 163.410, which are expressly incorporated herein by reference as though fully set forth at length. The incorporation of these powers shall not limit the general or implied powers of the Trustee. The Trustee shall have all such additional powers that may enable a Trustee to administer this Trust and the respective Trusts and shares herein created, subject only to limitations expressly provided herein.

In addition to any powers or duties now or hereafter conferred on the Trustee by law, the Trustee is specifically granted the following powers:

**7.1.1 Power to Deal with Securities and other Real and Personal Property of the Trust.** To purchase, sell and trade in securities (including puts, calls, straddles and other options, covered and uncovered), limited partnerships and commodities or futures of every kind and nature, engage in any transaction (including "short sales"), mutual funds (including "indexed") on margin or otherwise, and for such purpose, may maintain and operate margin accounts and pledge any security, limited partnership or commodity for any loans or advances made to the Trustee, AND to purchase, sell, encumber, mortgage, any or all of the real and personal property of this Trust.

**7.1.2 Power to Consolidate Trust.** To consolidate a Trust created by this agreement with any other trust established for the benefit of the same beneficiary or beneficiaries on substantially identical terms.

**7.1.3 Power to Terminate Trust.** To terminate a Trust created by this agreement and to distribute the remaining assets pursuant to such Trust, if the principal held in such Trust has been reduced to such a level that the Trustee, in the Trustee's sole discretion, determines that it does not justify continued administration hereunder.

**7.2 Principal and Income.** The Revised Uniform Principal and Income Act, NRS 164.140 et seq., as such Act may be amended from time to time, shall be applicable to this

Trust, except as may be otherwise specifically set forth in this agreement.

7.3 Applicable Law. All questions pertaining to the validity, interpretation and administration of this agreement shall be determined in accordance with the laws of the State of Nevada.

THIS DECLARATION OF TRUST is hereby made and a copy thereof with all particulars is located with the undersigned at Eureka, Nevada.

DATED this 2nd day of August, 2006.

**LEO GLYNN DAMELE & MARY C. DAMELE FAMILY TRUST**

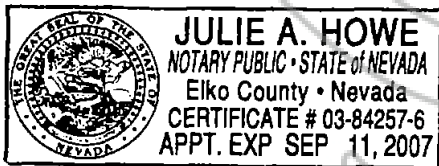
Leo Glynn Damele  
By: LEO GLYNN DAMELE, Trustor and Trustee

Mary C. Damele  
By: MARY C. DAMELE Trustor and Trustee

STATE OF NEVADA )  
COUNTY OF Elko ) SS.

On August 2, 2006, personally appeared before me, a Notary Public, LEO GLYNN DAMELE and MARY C. DAMELE, husband and wife, personally known (or proved) to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

Julie A. Howe  
NOTARY PUBLIC



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