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RPTT:

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0211747

THIS DOCUMENT PREPARED BY:

AND WHEN RECORDED MAIL
THIS DEED AND MAIL TAX
STATEMENTS TO:

**ANCHOR ENTERPRISES LLC
301 THELMA DR. #142
CASPER, WY 82609**

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Assessor's Parcel No. = 002-012-02 AND 003-041-04

DECLARATION OF TRUST

AND

FIRST AMENDMENT TO DECLARATION OF TRUST

This is part of an official document.

DECLARATION OF TRUST

1. We, Leonard J. Brownlie, Husband and Mildred I. Brownlie, wife of Leonard J. Brownlie, City of Lake Havasu City, County of Mohave, State of Arizona, referred to hereinafter as Grantors and/or Joint Trustees, hereby declare that we are Joint Trustees of the property referred to in this Declaration of Trust agreement as the trust estate, which is more fully set forth in the Schedule of Trust Estate Assets attached hereto and made a part hereof.

2. We hereby declare that we hold the trust estate created by this Declaration of Trust agreement and all our right, title and interest to the trust estate in trust for the use and benefit of: Mildred and Leonard Brownlie of Lake Havasu City Arizona.

3. Upon the death of the above-named beneficiaries, all right, title and interest to the trust estate created by this Declaration of Trust agreement shall be held in trust for the use and benefit of: Steven J. Cleverley and Judy Cleverley, husband and wife, of Lake Havasu City, Mohave County, Arizona.

4. Upon the death of Judy and Steven Cleverley, if not survived by his/her spouse, the successor Trustee is hereby directed forthwith to transfer the trust estate and all right, title and interest in the trust estate to the herein named contingent beneficiaries in the following manner, subject to amendment:

The surviving children of the said Steven and Judy Cleverley or their children, if any one of the said children should have predeceased his/her parents, to be distributed per stirpes.

5. For the purpose of this trust agreement, Leonard J. Brownlie shall be deemed to be the last surviving spouse, under the provisions of Section 2 (above), unless there is conclusive proof to the contrary.

6. The trustees shall pay the income from any retained share to or for the benefit of the beneficiary thereof during the period that such share is retained, and at the end of such period the principal thereof shall be distributed to such beneficiary.

7. In the event of the death of any contingent beneficiary for whom a trust share is being retained, the trustee shall apportion and distribute the principal thereof per stirpes among the then living lineal or legally adopted descendants of that person, and if there be none, then per stirpes among the then living contingent beneficiaries.

8. In the event that the income to be received by any beneficiary from the trust property or his or her share thereof, and from other sources known to the trustees, shall be considered at any time by the trustees to be insufficient for the support, maintenance and education of any such beneficiary or of any person being supported by any such beneficiary, the trustees shall pay to such beneficiary from time to time such amounts from the beneficiary's share of the trust estate as the trustees shall deem sufficient for such purposes.

9. The Grantors reserve the right during their joint lives and during the life of the survivor of them to amend, modify or revoke this Declaration of Trust agreement in whole or in part,



without the consent of any beneficiary and without giving notice to any beneficiary hereunder, by a writing or writings signed and acknowledged by the Grantors or the survivor, to be effective upon delivery to either Trustee.

10. Upon the death of both Co-Trustees, Steven J. Cleverley of Lake Havasu City, Mohave County, Arizona, shall serve as Successor Trustee.

If the Successor Trustee is unable to serve as the trustee for any reason, Judy Cleverley of Lake Havasu City, Mohave County, Arizona, shall serve as Contingent Successor Trustee. Any Successor Trustee shall have all of the powers and authorities granted to the Trustees or the surviving Trustee as set forth in the provisions of this Declaration of Trust.

11. The Trustees of this Declaration of Trust have all of the discretionary powers necessary and appropriate to administer this Trust, including but not limited to, the power to sell, mortgage, encumber, pledge, hypothecate, lease, rent or improve, invest and reinvest the trust estate property when such action is deemed to be in the best interest and furtherance of the Trust purposes.

The Trustees may pay income or principal to the beneficiaries or for their benefit, and shall have no obligation to confirm the use of such payments for the use and welfare of any beneficiary.

In the event this Declaration of Trust provides for more than one Trustee, the exercise of any and all powers, authorities, discretions and rights granted to said Trustees shall not be

construed to require the Trustees to act in unison in order to exercise any Trust power, but each Trustee may individually exercise any of the Trust powers.

In the event of a physical or mental incapacity or death of one of the Co-Trustees, the survivor shall continue as the Sole Trustee with full power and authority to exercise all of the powers granted to the Trustees under this Declaration of Trust.

Any person serving as Trustee hereunder shall serve without bond.

12. No interest of a Beneficiary of this Trust can be alienated. No Beneficiary can assign, pledge, encumber or otherwise transfer an interest in the Trust estate, nor shall such interest be garnished, attached, or levied upon or otherwise subjected to any proceedings whether at law or in equity.

13. Each Beneficiary hereunder shall be liable for his(her) proportionate share of any estate tax that may be imposed by any state or federal entity upon the share of the Trust estate held for or distributed to a Beneficiary upon the death of the Grantors or the survivor of the Grantors.

14. This Declaration of trust shall be administered and interpreted in accordance with the laws of the State of Arizona.

15. We hereby declare that this Declaration of Trust fully and accurately sets forth the manner in which our trust estate

shall be held, managed, disposed by the Trustees.

DATED this 30th day of FEBRUARY, 1990.

Leonard J. Brownlie
LEONARD J. BROWNLIE, Grantor/Trustee

Mildred I. Brownlie
MILDRED I. BROWNLIE, Grantor/Trustee

STATE OF ARIZONA)
) ss.
County of Mohave)

On the 30th day of February, 1990, Leonard J. Brownlie and Mildred I. Brownlie, Grantors and Joint Trustees of the trust estate created by this Declaration of Trust agreement, came before me and acknowledged that it was their free act and deed to execute this agreement.

[Signature]
Notary Public

My Commission Expires:

My Commission Expires July 31, 1992

Original
FIRST AMENDMENT TO THE
BROWNLIE DECLARATION OF TRUST
DATED DECEMBER 6 1991

COPY

WACHTEL, BIEHN & MALM
Attorneys at Law
2240 McCulloch Boulevard
Lake Havasu City, AZ 86403



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FIRST AMENDMENT TO THE
BROWNLIE DECLARATION OF TRUST
DATED DECEMBER 6, 1991

Pursuant to the power reserved to me as set forth in paragraph 9 of that certain Declaration of Trust Dated February 20, 1990, I, LEONARD J. BROWNLIE, hereby modify and amend said trust in its entirety in the following manner:



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ARTICLE I

Purpose:

Grantor may fund this trust during lifetime by transferring property to the Trustee or may arrange for future funding on death by causing Trustee to be designated as beneficiary of life insurance policies, other death payment contracts, will provisions or any combination of these funding methods. Trustee shall hold manage, invest and reinvest all property transferred and distribute income and principal to the designated beneficiaries according to the terms and conditions of the trust established by this agreement.

ARTICLE II

Powers Reserved by Grantor:

(A) Grantor may revoke this trust agreement in whole or in part and amend this trust agreement from time to time by written instrument signed and delivered to Trustee during Grantor's lifetime. From and after the death of Grantor, this trust agreement shall be unamendable and shall be irrevocable.

(B) Grantor retains the right for himself and others to transfer other property to Trustee by lifetime transfer or through bequest or devise by Will and to make insurance policies or other contracts payable to Trustee, all subject to future acceptance by Trustee.

(C) Grantor reserves the right to direct Trustee as to distributions of net income and principal.

(D) Any rights or powers reserved by Grantor are personal and shall not be exercisable by any guardian or other personal representative.

ARTICLE III

Dispositive Provisions:

(A) During the lifetime of Grantor, Trustee may pay the net income of the trust to or for the benefit of Grantor. If, in the opinion of Trustee, the net income is insufficient to provide adequately for Grantor's health and support in reasonable comfort, and to provide for the health, education and support of those dependent upon him for support, Trustee shall pay to or for the benefit of Grantor such amounts from principal from time to time as he shall determine in its discretion to be necessary or appropriate for such purposes

(B) In addition, Trustee shall pay to Grantor such amounts from principal as he shall request in writing from time to time.

(C) On the death of Grantor, the Successor Trustee shall distribute the trust estate, including undistributed income and any subsequent additions, to STEVEN J. CLEVERLEY and JUDITH M. CLEVERLEY, equally, share and share alike, or if deceased, to their issue by right of representation.

(D) If, or to the extent, the above provisions do not provide for distribution of the trust estate, or any part thereof, such interest shall be distributed free of trust to the intestate heirs of the trustor.

ARTICLE IV

Distribution Qualifications:

(A) Trustee is not to recognize any transfer, mortgage, pledge, hypothecation, assignment or order of a beneficiary, other than the Grantor, which anticipates the payment of any part of the income or principal. The income and principal of the trust estate shall not be subject to attachment, garnishment, creditor's bill or execution to satisfy any debt, obligation or torts of any beneficiary nor shall any part of the trust estate pass to a trustee or receiver in any bankruptcy proceedings initiated by or against any beneficiary.



ARTICLE V

Powers and Duties of Trustee:

(A) With respect to the trust created by this agreement, and the property of the trust, Trustee shall have all powers given them by law and all powers which may be exercised by individuals owning similar property in their own right. Without restricting the generality of the foregoing, the following powers are set forth, by way of illustration of the extent of powers granted and not by way of limitation, to be exercised from time to time by Trustee in his discretion:

1. To receive additions to any trusts established under this agreement from any source, and to administer such additions according to the terms of this agreement;

2. To retain indefinitely without liability for loss any property or interest in property received in kind by Trustee as an addition to a trust estate regardless of degree or risk, effect on diversification or unproductivity of the asset;

3. To sell, exchange, lease, grant options to purchase and execute contracts concerning trust property for such consideration and upon such conditions and payment terms as Trustee may determine without regard to the termination date of any trust;

4. To invest and reinvest trust funds from time to time in bonds, notes, debentures, corporate stock of any class, trust interests including common trust funds and investments trust shares, real estate or any other kind of real or personal property or business interest without being limited by any statute or rule of law concerning proper investments for Trustee; to assign undivided interests in investments to any separate trusts or shares established by this agreement;

5. To hold securities in bearer form and to hold any property in their name as Trustee or in the name of a nominee without indication of any fiduciary relationship;

6. To participate in the management of business enterprises as stockholder, partner, or principal; to participate in any organization or reorganization of a business enterprise committing and transferring trust assets or funds for such purposes; to vote stock by proxy or otherwise; to deposit or transfer securities to protective or voting committee or similar bodies; and to exercise any options, execute any documents and delegate authority to act in its behalf in furtherance of any of these activities.

7. To operate, improve or develop real estate; to construct, alter, raze, or repair buildings or structures on real estate; to partition, subdivide, dedicate to public use,



grant easements or other rights with respect to or otherwise deal with real estate;

8. To employ and compensate attorneys, accountants, brokers, agents and custodians.

9. To pay all costs and expenses of the trust and its property.

10. To arbitrate, settle, compromise, contest, foreclose, extend or abandon claims or demands in favor of or against the trust or its assets;

11. To borrow at interest money and to assume indebtedness and encumber trust property by mortgage or pledge;

12. To allocate receipts and disbursements between principal and income on a reasonable basis giving consideration to its usual custom and the Arizona principal and income statutes as may be in effect from time to time in making its determination; to establish reserves out of income, if it sees fit, for depreciation of property, depletion of natural resources and anticipated expenses;

13. To enter into any transaction authorized by this Article with Trustees, Executors or Administrators of other trusts or estates in which any beneficiary of this trust agreement has an interest or which by its terms distribute to any trust established by this agreement, even though Trustee serves the other trust or estate in a fiduciary capacity; and in

any such transaction to purchase property, or make loans on notes secured by property, even though similar or identical trust estate, and to retain any such property or note as if it had been received in kind as an addition to the trust estate;

14. To purchase and own policies of life insurance on the life of any beneficiary under this trust agreement; to continue in effect or to terminate any life insurance policy; to pay premiums or charges on life insurance from income or principal; and to exercise any and all settlement options, rights or incidents of ownership Trustee may have over policies of life insurance;

15. To determine the market value of any investment for any purpose on the basis of such quotations or information as Trustees deem pertinent and reliable;

16. (A) To make any distribution or division of the trust in cash or in kind, or both, and to allocate or allot specific assets among or to beneficiaries on the basis of current values determined by Trustees.

(B) No person dealing with, making payments to, or delivering property to Trustee shall be obliged to inquire as to the powers to Trustee nor to see to the application of any money or property delivered to Trustees.

(C) Until Trustee shall have written notice of any event or the existence of any document upon which the right



to payments under this agreement may depend, Trustee shall incur no liability for disbursements made in good faith to persons whose interest may have been affected by that event or by the existence of such document.

(D) A Trustee may at any time and from time to time petition any appropriate court to have trust accountings judicially settled.

(E) On death of the Trustee, or a resignation, incapacity or inability to serve, STEVEN J. CLEVERLEY shall be appointed Successor Trustee. Said Successor Trustee shall have the same powers as the original Trustee and shall serve without bond.



ARTICLE VI

Interpretations

(A) As used in this agreement, the terms "child" and "children" shall mean descendants of the first degree and "issue" shall mean descendants of any degree. All terms shall include adopted children with full effect as if they were the natural children of the adopting parents. All terms include those persons born subsequent to the date of this agreement.

(B) No significance is to be attached to the use of singular or plural designations or the use of the masculine, feminine or neuter gender in this agreement. Each designation or gender shall be construed to include the others where appropriate.

(C) For purposes of dividing the trust estate upon the death of any beneficiary, the trust estate shall include any assets paid to the trust because of the death of such beneficiary whether payable by contract or by provisions of the beneficiary's Last Will and Testament.

(D) This trust agreement shall be construed under and regulated by the laws of the State of Arizona as now or hereafter in effect.

IN WITNESS WHEREOF, Grantor and Trustee have.
hereunto set their hands on the date and year first above
written.

Leonard J. Brunick
Grantor

[REDACTED]
Social Security Number

Leonard J. Brunick
Trustee

[REDACTED]
Social Security Number

SCHEDULE "A"

1. Household furniture, personal effects, and appliances, jewelry and collectibles.
2. All tools, camera and sporting equipment.
3. Any boat, trailer, motor vehicle or recreational vehicle that I may own at my death.
4. All accounts receivable, contingent claims, refunds and prepaid expenses.