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**DOC # 0218827**

10/24/2011 02:45 PM

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**DECLARATION OF:**

**SECOND AMENDMENT dated October 5<sup>th</sup>, 2011, to the STANLEY L. and CAMILLE M. HOLEK TRUST dated May 4, 2001**

**TO WHOM IT MAY CONCERN: PURSUANT TO N.R.S. 164.400-164.440,**

STANLEY L. HOLEK and CAMILLE M. HOLEK, husband and wife, hereinafter referred to as the "SETTLORS", the "TRUSTORS" or the "GRANTORS", with the consent of STANLEY L. HOLEK and CAMILLE M. HOLEK, husband and wife, as the original TRUSTEES thereof, of Crescent Valley, Eureka County, Nevada, hereby declare they have made the SECOND AMENDMENT to the STANLEY L. and CAMILLE M. HOLEK TRUST dated May 4, 2001, a revocable living Trust, on the 5<sup>th</sup> day of October, 2011.

The undersigned have or shall transfer certain real and personal properties to this Trust. The following excerpts from our said Trust identifies the Trustees and successor Trustees, and generally recites the powers of the Trustees:

**"ARTICLE FIVE**

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

**5.1 Original Trustees.** The original Trustees are the Grantors, STANLEY L. HOLEK and CAMILLE M. HOLEK. All power conferred on the Trustees by the Trust may be exercised by them jointly or by either of them separately, and all third parties and entities dealing with this Trust shall rely on the act, including the signature, of either Grantor 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 Grantor as Trustee to the other Grantor as 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, 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 shall be those as identified in 5.3.

**5.3 Successor Trustees of Temporary Decedent's Trust, Credit Shelter Trust and Marital Trust Upon the Death of One Settlor; Special Limited Co-Trustees; Upon**

the death of one Settlor, the competent surviving Settlor, as Trustee, 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, which may require decisions or determinations as to the "ascertainable standards", shall be made by Special Co-Trustee (s) appointed hereby to only make such decisions or determinations for such limited purposes, who are named to so serve as follows: Settlers appoint, JIM FILIPPINI and MICHELLE LAMOTHE, as such Special Co-Trustee(s) for such limited purposes. If either JIM FILIPPINI or MICHELLE LAMOTHE is unable or unwilling to serve as Special Co-Trustee for such limited purposes, or if both are serving, but cannot mutually agree or dispute the position of the other, or if both of them are unable or unwilling to serve, then Settlers hereby appoint MINDY FILIPPINI, whose decision shall be binding on this Trust and the Beneficiaries hereof.

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, then the following named or identified persons shall be the successor or substitute Trustee(s) of this Trust, who shall serve as follows: Settlers appoint, JIM FILIPPINI and MICHELLE LAMOTHE, as successor or substitute Co-Trustee(s). If either JIM FILIPPINI or MICHELLE LAMOTHE is unable or unwilling to serve as a Co-Trustee, or if both are serving, but cannot mutually agree or dispute the position of the other, or if both of them are unable or unwilling to serve, then Settlers hereby appoint MINDY FILIPPINI sole Trustee, as the case may be, whose decision shall be binding on this Trust and the Beneficiaries hereof.

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 or surviving Settlor, 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 physicians, any individual Trustee, including a Settlor 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, if competent, or person or entity named as successor trustee(s) 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(s) of the two physicians' opinions honor the instructions of such successor trustee(s). If no successor trustee is named, 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 named or identified Trustee appointed herein.

5.10 Compensation of Trustee. Any named Successor Trustee, except Settlers' children or grandchildren, 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 SIX

### Power of Revocation and Amendment

6.1 Revocation and Amendment During Lifetime of Settlers. Settlers shall have the power at any time during their joint lifetimes to jointly modify, alter, revoke or terminate this agreement in whole or in part and to withdraw real and/or personal property from this Trust or borrow money upon the security of any of the property which is subject to this agreement. And, during such time as both of the Settlers are living, either Settlers may revoke this trust with respect to his or her separate property and the community property by written instrument, signed by such Settlers and delivered to the Trustees and the other Settlers, and upon receipt of any such instrument, the Trustees shall pay over and surrender to Settlers all of his or her separate property and the community property previously transferred to the Trust. All such Community property delivered to the Settlers shall continue to be held and administered as community property, unless otherwise mutually agreed to be equally divided and separated between Settlers or otherwise judicially determined.

Also during such time as both Settlers are living, the Settlor(s) who, in writing, specifically contributed separate property, if any, to the trust, which was designated to remain as the separate property of the contributing Settlers, may revoke the trust with respect to the separate property contributed by such Settlers by written instrument signed by such Settlers and delivered to the other Settlers, if living and competent, and to the Trustees, and upon receipt of any such instrument, the Trustees shall pay over and surrender to the contributing Settlers all of the separate property previously transferred to the Trust by the contributing Settlers.

Notwithstanding the foregoing, however, if the Settlers/Grantors herein have, by the terms hereof, or otherwise executed to one another, a General and Durable Power of Attorney, authorizing the other to make certain amendments, limited only to the making of annual or customary gifts to Settlers' children and/or grandchildren, and the making of certain amendments to said Trust, which are hereby limited only to those amendments which are made for the benefit of this Trust and Estate, such as amendments made for the protection of the Trust assets and the use of the unlimited Marital Deduction, and otherwise for the benefit of Settlers' family (Settlers' children and grandchildren), and for the purpose of avoiding or reducing this Family Trust's or Settlers' obligations for Federal and/or State Estate taxes, Generation Skipping Transfer taxes, Income and/or Capital Gain taxes, or other taxes or assessments as permitted under law, then such limited amendments to this Trust for such purposes may

be made by the attorney-in-fact Settlor. Except as provided in 6.3 following, either Settlor/Grantor, acting as the other Settlor's attorney-in-fact, shall not be empowered to make amendments to said Trust, which name beneficiaries, other than for the well Settlor, as necessary for his or her care, support and maintenance, if the other Settlor is confined to long term care, or to Settlor's equally as to the benefits of such amendments, and shall not make any amendments which specifically reduce or increase the share to any beneficiary, including a Settlor.

#### 6.2 Revocation and Amendment of Trust(s) After the Death of Either Settlor.

A. Surviving Settlor's Trust. The surviving Settlor, if competent, shall have the power at any time during the surviving Settlor's lifetime to modify, alter, revoke or terminate the agreement insofar as it pertains to the Survivor's Trust in whole or in part and to withdraw the same or borrow money upon the security of any property which is the subject of the Survivor's Trust.

B. Revocation and Amendment After the Death of the Surviving Settlor: Upon the death of the surviving Settlor, all applicable Trusts under this agreement shall be and the same are expressly made irrevocable.

### **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 all powers enumerated for Trustees under Nevada Law, 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, in any respect. The Trustee shall have all such additional powers that are now or may hereafter be conferred on a Trustee by law and/or all 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 Real and Personal Property/Securities/Banking: To purchase, sell, lease, mortgage real and/or personal property. 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 deposit, withdraw, borrow and do and handle all things and matters regarding banks and banking.

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, under Nevada law, 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. Notwithstanding the foregoing, the Trustee(s) shall have the power and authority to determine, with the assistance of professional tax consultants or CPA's, what portion of the Trust is Principal and what portion of the Trust is Income.

Applicable Law; Mandatory Forum Selection Clause. All questions pertaining to the validity, interpretation and administration hereof shall be determined in accordance with the laws of Nevada.

The Settlers expressly agree that Nevada courts shall have exclusive jurisdiction over matters concerning the Trust. Any litigation concerning the proper interpretation or construction of the Trust shall occur only in a proper forum in Nevada.

This Trust is in effect and has not been terminated. This Trust has been amended (by said SECOND AMENDMENT) prior to the filing of this Declaration, and our said Trust may later be amended by its terms.

IN WITNESS WHEREOF, the undersigned as Settlers, Grantors, or Trustors, and Trustees make this declaration of the SECOND AMENDMENT to the STANLEY L. HOLEK and CAMILLE M. HOLEK TRUST dated May 4, 2001, a revocable living Trust, said Second Amendment thereto having been made on the 5th day of October, 2011

**GRANTORS, TRUSTORS, SETTLORS:**

Stanley L. Holek  
STANLEY L. HOLEK

Camille M. Holek  
CAMILLE M. HOLEK

**TRUSTEES:**

Stanley L. Holek  
STANLEY L. HOLEK

Camille M. Holek  
CAMILLE M. HOLEK

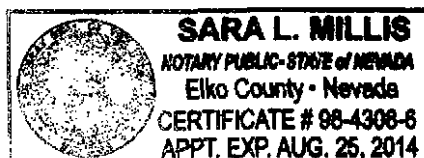
STATE OF NEVADA

COUNTY OF ELKO

) SS.

On October 5, 2011, personally appeared before me, a Notary Public, STANLEY L. HOLEK and CAMILLE M. HOLEK, husband and wife, who are personally known or proven to me to be the persons who acknowledged that they executed the above instrument.

Sara L. Millis  
NOTARY PUBLIC



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