WHEN RECORDED MAIL TO: Goicoechea, Di Grazia, Coyle & Stanton, Ltd. 530 Idaho Street

Elko, NV 89801

Affirmation: This document does not contain the social security number of any person, NRS 239B.030.

EUREKA COUNTY, NV

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LISA HOEHNE, RECORDER

## DECLARATION OF THE JEFFREY LYNN REVOCABLE LIVING TRUST, dated November 1, 2017

TO WHOM IT MAY CONCERN: Pursuant to NRS. 164.400-164.440

I, JEFFREY LYNN, aka JEFFREY ALLEN LYNN, aka JEFFREY LYNN, and a resident of Eureka County, Nevada, as Trustor and Trustee, do hereby declare the making of the JEFFREY LYNN REVOCABLE LIVING TRUST, dated November 1, 2017, a declaration of a revocable living trust executed on November 1, 2017, and that I have named successor Trustees, which Trustees shall have all powers in accordance with the following provisions recited or paraphrased from my said Trust, however I expressly reserve of my right to amend or revoke said Trust, pursuant to its terms:

## ARTICLE V THE TRUSTEES AND THEIR POWERS

Except as otherwise expressly provided, all references and grants of powers to the Trustee in this declaration apply not only to the original Trustor as Trustee, but also to any successor Trustee or Trustees. The herein specifically named successor Trustees, after full consideration of whether or not to require them to be bonded, shall not be required to file or post any bonds for their duties, but shall not receive fees for their services as Trustees unless reasonable compensation is expressly provided for herein. Successor Trustees advancing costs or trust expenses shall be reimbursed for costs and expenses so advanced.

- 5.1 Original Trustee; Selection of Successor Trustee. The Trustor, **JEFFREY ALLEN LYNN**, is the original and sole Trustee of this Trust. Successor and additional Trustees may be selected or changed by the Trustor during his lifetime. Under all the circumstances, including Trustor's death, resignation or under circumstances whereby the Trustor is determined to be incompetent, the successor or additional Trustee(s) shall be: LAURA MARGARET "PEGGY" DORRIS. In the event LAURA MARGARET "PEGGY" DORRIS is unable or unwilling to serve, Trustor appoints NANCY McLANE as sole successor Trustee. In the event NANCY McLANE is unable or unwilling to serve as successor Trustee, BARRY LYNN is appointed to serve as sole successor Trustee.
- 5.1.1 <u>Resignation of Trustee</u>. 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 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.

- 5.1.2 Incompetency of Individual Trustee. If, in the opinion of two duly licensed physicians, any individual Trustee, including the Trustor serving as Trustee, who has suffered substantial impairment of his or her ability to administer or 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, all without the necessity of judicial determination. The named successor trustee(s) shall, effective upon the date of the second physician's opinion, assume the responsibilities and duties of the resigning Trustee. Any and all third parties, including those 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 named successor trustee is able and willing to serve, as provided above in the preceding sections, a majority of adult income beneficiaries of the Trust may appoint a successor trustee.
- 5.1.3 <u>No Court Proceeding Necessary.</u> The appointment and qualification of the successor Trustee or Trustee(s) provided for in the foregoing sections shall be effective without the necessity of any court proceeding or decree.
- 5.1.4 <u>Waiver of Bond.</u> No bond shall be required of any successor Trustee named herein by the Trustor.
- 5.1.5 <u>Compensation of Trustee</u>. Any Successor Trustee, except a beneficiary of this Trust serving as a Trustee, 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.
- 5.2 <u>Powers of the Trustee(s).</u> 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, in any respect. The Trustee shall have all such additional powers that are now or may hereafter be conferred on Trustee by law and/or all powers that may enable a Trustee to administer this Trust and the respective Trusts and shares herein created, without limitation, except for any limitations expressly provided herein.

In addition to, and not by way of limitation, any powers or duties now or hereafter conferred on the Trustee by law, the Trustee is specifically granted the following powers:

5.2.1 <u>Power to Deal with Securities/Banking/Real and Personal Property.</u> 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; and, purchase, sell, lease, or mortgage, any and all real and/or personal property on any terms or for cash.

- 5.2.2 <u>Power to Consolidate Trust.</u> 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; and,
- 5.2.3 <u>Power to Terminate Trust.</u> 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; and,
- 5.2.4 <u>Principal and Income.</u> 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; and,
- 5.2.5 <u>Applicable Law.</u> All questions pertaining to the validity, interpretation and administration of this agreement shall be determined in accordance with Nevada laws.
- 5.2.6 Payments to or for the Benefit of Minors or Persons Under Disability. Whenever the Trustee is given the power or direction to make payments to or for the benefit of a minor beneficiary or other beneficiary under a disability, then notwithstanding any other provisions in this Trust, the Trustee, may, in the Trustee's sole and absolute discretion, out of such beneficiary's share, make payments to such minor beneficiary or other beneficiary under disability by making payments out of such beneficiary's share to the guardian or conservator of his or her estate and/or person, as the Trustee shall determine, or to any suitable person with whom he or she resides, or the Trustee may apply payments directly for such beneficiary's benefit, or the Trustee may make payments to any duly established custodian for any minor beneficiary under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any State. The Trustee, in its discretion, may also make payments directly to a minor beneficiary, if, in the Trustee's judgment, such minor is of sufficient age and maturity to spend or apply the money properly.
- 5.2.7 <u>Do Other Acts.</u> Except as otherwise specifically provided by this Trust instrument, the Trustee(s) may do all things and take all action that might legally be done by an individual in absolute ownership and control of property and which in the Trustee's judgment are necessary or desirable for the proper advantageous management and tax benefits of the Trust estate.
- 5.3 <u>Mandatory Forum Selection Clause.</u> The Settlor agrees that Nevada courts shall have exclusive jurisdiction over Trust matters. Any litigation concerning the proper interpretation or construction of the Trust shall occur only in a proper forum in Nevada.
- 5.4 <u>Powers of Attorney.</u> The Trustor and/or Trustee(s) may grant and execute power(s) of attorney, both general and durable, and/or for limited purposes, appointing an attorney(s)-infact to act on behalf of the Trustor and/or Trustee of this Trust.

IN WITNESS WHEREOF the Trustor and TREVOCABLE LIVING TRUST executes this DEC	
SETTLOR, GRANTOR, TRUSTOR:	TRUSTEE:
JEFREY ALEEN LYNN	JEFFREY JLLEN LYNN
STATE OF NEVADA ) SS.	
COUNTY OF ELKO )	
On November , 2017, person JEFFREY ALLEN LYNN, personally known (or subscribed to the above instrument who acknowled	ally appeared before me, a Notary Public, proved) to me to be the person whose name is ged that he executed the instrument.
Shary Joppa Notary Public	SHAY YOPPS  NOTARY PUBLIC - STATE of NEVADA  Elko County • Nevada  CERTIFICATE # 16-1035-6  APPT. EXP DEC. 18, 2019