

RECORDING REQUESTED BY:  
Stewart Title Company

WHEN RECORDED MAIL TO:  
Pamela J. Nielsen, Successor Trustee of the Darlene R.  
Owen Family Trust Agreement dated August 8, 1996 and  
restated April 21, 2004  
816 307th Ave  
KIMBERLEY, BC V1A 3J2

ORDER NO. 2585028  
A.P.N. No.: 005-070-19

EUREKA COUNTY, NV

2025-254504

Rec:\$37.00

\$37.00 Pgs=2

05/12/2025 02:00 PM

STEWART TITLE ELKO

KATHERINE J. BOWLING, CLERK RECORDER

## AFFIDAVIT – DEATH OF TRUSTEE – SUCCESSION OF SUCCESSOR TRUSTEE

State of Florida }  
County of Broward } ss.

Pamela J. Nielsen of legal age, being first duly sworn, deposes and says:

1. That the decedent mentioned in the attached copy of Certificate of Death, is the same person as named as one of the parties in that certain Deed dated May 17<sup>th</sup>, 2004, executed by Darlene R. Owen an unmarried woman to Darlene R. Owen, Trustee of the Darlene R. Owen Family Trust Agreement sates August 8th, 1996 and restated April 21<sup>st</sup>, 2004, recorded as Instrument No. 186735 of the Official Records of Eureka County, Nevada, covering the following described property situated in the City of Eureka, County of Eureka, State of Nevada.

The North one-half of the South one-half of the Southeast Quarter of Section 35 Township 31 North, Range 48 East, M.D.B., as per Government Survey

APN: 005-070-19

2. That I am named within the aforementioned trust as Successor Trustee;
3. That I hereby consent to act as Successor Trustee of the aforementioned trust and do hereby assume the powers and duties of Successor Trustee of such trust;
4. That this Affidavit is made for the protection and benefit of all persons hereafter acquiring an interest in or dealing with the subject property.

Dated: May 1, 2025

Pamela J. Nielsen

By: Pamela J. Nielsen, as Successor Trustee of the  
Darlene R. Owen Family Trust Agreement sates August  
8th, 1996, and restated April 21<sup>st</sup>, 2004

State of Florida  
County of Broward

Subscribed and sworn to (or affirmed) before me on this 1 day of May, 2025 by  
Pamela J. Nielsen by means of online notarization and produced USA Passport as identification R&P

Signature Ruth E Pernas (Seal)  
Ruth E Pernas



Completed via Remote Online Notarization using 2 way Audio/Video technology.

## CERTIFICATE OF DEATH

CERTIFICATE NUMBER: 2016-009127

DATE ISSUED: 03/07/2016

FEE NUMBER: 1803079127

GIVEN NAMES: DARLENE RENEE  
LAST NAME: OWENCOUNTY OF DEATH: KITSAP  
DATE OF DEATH: MARCH 02, 2016  
HOUR OF DEATH: 02:20 P.M.  
SEX: FEMALE  
AGE: 85 YEARS

SOCIAL SECURITY NUMBER: [REDACTED]

HISPANIC ORIGIN: NO, NOT HISPANIC  
RACE: WHITE/NATIVE AMERICAN:UTEBIRTHDATE: JULY 25, 1930  
BIRTHPLACE: ROOSEVELT, UTAHMARITAL STATUS: DIVORCED  
SPOUSE:OCCUPATION: RECEPTIONIST  
INDUSTRY: HOSPITAL/COMPUTER SOFTWARE  
EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED  
US ARMED FORCES? NOINFORMANT: PAMELA J NIELSEN  
RELATIONSHIP: DAUGHTER  
ADDRESS: 816 307TH AVENUE MARYSVILLE BC CANADA V1A3J2PLACE OF DEATH: HOSPITAL  
FACILITY OR ADDRESS: HARRISON MEDICAL CENTER - BREMERTON  
CITY, STATE, ZIP: BREMERTON, WASHINGTON 98310RESIDENCE STREET: 1012 NW GLADIOLA COURT  
CITY, STATE, ZIP: SILVERDALE, WASHINGTON 98383  
INSIDE CITY LIMITS? YES  
COUNTY: KITSAP  
TRIBAL RESERVATION: NOT APPLICABLE  
LENGTH OF TIME AT RESIDENCE: 18 YEARSFATHER/PARENT: HEBER WARDLE O'NEIL  
MOTHER/PARENT: ADA LOIS PIKEMETHOD OF DISPOSITION: CREMATION  
PLACE OF DISPOSITION: CHERRY GROVE CREMATORY  
CITY, STATE: POULSBORO, WA  
DISPOSITION DATE: MARCH 05, 2016FUNERAL FACILITY: THE STONE CHAPEL AT POULSBORO MORTUARY  
ADDRESS: 22272 FOSS ROAD NE  
CITY, STATE, ZIP: POULSBORO WA 98370  
FUNERAL DIRECTOR: GLEN C. HENRICKSONCAUSE OF DEATH:  
A. PARKINSONS DISEASE  
INTERVAL: YEARS

B. INTERVAL:

C. INTERVAL:

D. INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH:  
PARKINSONS RELATED DEMENTIADATE OF INJURY:  
HOUR OF INJURY:  
INJURY AT WORK?  
PLACE OF INJURY:

LOCATION OF INJURY:

CITY, STATE, ZIP:  
COUNTY:  
DESCRIBE HOW INJURY OCCURRED:MANNER OF DEATH: NATURAL  
AUTOPSY: NOAVAILABLE TO COMPLETE THE CAUSE OF DEATH? NOT APPLICABLE  
DID TOBACCO USE CONTRIBUTE TO DEATH? NO  
PREGNANCY STATUS, IF FEMALE: NOT APPLICABLECERTIFIER NAME: LARRY BROSTOFF, MD  
TITLE: PHYSICIAN  
CERTIFIER  
ADDRESS: 10452 SILVERDALE WAY NW  
CITY, STATE, ZIP: SILVERDALE WA 98383  
DATE SIGNED: MARCH 03, 2016STATUS OF DECEDENT, IF A TRANSPORTATION INJURY:  
NOT APPLICABLE

ITEM(S) AMENDED: NONE

NUMBER(S): NONE  
DATE(S): NONECASE REFERRED TO ME/CORONER: NO  
FILE NUMBER: NOT APPLICABLE  
ATTENDING PHYSICIAN:  
NOT APPLICABLELOCAL DEPUTY REGISTRAR:  
JACKIE MILLS  
DATE RECEIVED: MARCH 04, 2016

**SECOND AMENDMENT TO THE RESTATEMENT OF THE  
DARLENE R. OWEN FAMILY TRUST AGREEMENT**

**Dated August 8, 1996**

**Restated April 21, 2004**

**First Amendment dated June 1, 2011**

This Second Amendment to the Restatement of the Darlene R. Owen Family Trust Agreement dated August 8, 1996, and restated in its entirety April 21, 2004, hereinafter referred to as the "Trust", is made this December 15, 2014, by DARLENE R. OWEN, the Trustor and Trustee of the Trust. Under the power of amendment reserved to the Trustor on page three (3) of the Restated Trust, the Trustor amends the Trust as follows:

FIRST: The Trustor hereby revokes the section entitled "Distribution Of The Balance Of The Trust Estate" on page five (5) of the Restated Trust and replaces said section with the following:

**Distribution Of The Balance Of The Trust Estate**

Upon the death of the trustor, the trustee shall distribute twenty-one (21) shares of Ute stock as follows:

- A. Four (4) shares to PAMELA J. NIELSEN.
- B. Three (3) shares each to KATHLEEN R. SUHRKE, PATRICIA L. MAXIE, DEBRA A. PURSLEY, CHARLES D. OWEN III, and REBECCA M. GOMES.
- C. The remaining two (2) shares shall be distributed to all of trustor's children, in equal shares.

Thereafter, the trustee shall distribute the balance of the trust estate to trustor's children, in equal shares.

If any of trustor's children shall predecease the trustor leaving issue then living, the share of the predeceased beneficiary shall pass to his or her issue, in equal shares, by representation, per

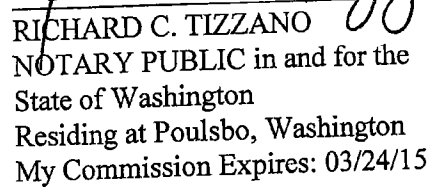
If any of trustor's children shall predecease the trustor leaving no issue then living, the share of the predeceased beneficiary shall lapse and pass with the residue of the trust estate.

Executed in Poulsbo, Washington, on this December 15, 2014.

I consent to the terms of the above Second Amendment.

## ACKNOWLEDGEMENT

On December 15, 2014, before me, RICHARD C. TIZZANO, Notary Public for the State of Washington, personally appeared DARLENE R. OWEN personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



**FIRST AMENDMENT TO THE RESTATEMENT OF THE  
DARLENE R. OWEN FAMILY TRUST AGREEMENT**

**Dated August 8, 1996  
Restated April 21, 2004**

This First Amendment to the Restatement of the Darlene R. Owen Family Trust Agreement dated August 8, 1996, and restated in its entirety April 21, 2004, hereinafter referred to as the "Trust", is made this June 1, 2011, by DARLENE R. OWEN, the Trustor and Trustee of the Trust. Under the power of amendment reserved to the Trustor on page three (3) of the Restated Trust, the Trustor amends the Trust as follows:

FIRST: The Trustor hereby revokes the section entitled "Designation of Trustee" on page one (1) of the Restated Trust and replaces said section with the following:

**Designation of Trustee**

DARLENE R. OWEN is designated Trustee of the Trust created pursuant to this Trust Agreement. Should DARLENE R. OWEN become unable or unwilling to serve as Trustee, for any reason, then PAMELA J. NIELSEN shall serve as Trustee.

Should PAMELA J. NIELSEN for any reason be unable or unwilling to serve as Trustee, then DEBRA A. PURSLEY shall serve as Trustee.

If no successor Trustee is available to serve, a successor Trustee may be appointed by agreement of the beneficiaries entitled to receive a majority of the trust assets or their legal representatives. If majority consent is not available, a successor Trustee may be appointed by an agreed upon mediator or, without agreement, by a court of competent jurisdiction.

SECOND: In all other respects, the Trust, as executed on August 8, 1996 and Restated April 21, 2004, by the Trustor, is hereby affirmed.

Darlene R. Owen  
DARLENE R. OWEN, TRUSTOR

Darlene R. Owen  
DARLENE R. OWEN, TRUSTEE

State of Washington )  
 ) ss.  
County of Kitsap )

A circular notary seal for Richard C. Tizzano. The outer ring contains the text "RICHARD C. TIZZANO" at the top and "STATE OF WASHINGTON" at the bottom. Inside the ring, the text "COMMISSION EXPIRES" is at the top, "NOTARY" is in the center, "PUBLIC" is at the bottom, and "3-24-15" is in the middle. There are three small dots below the word "NOTARY".

First Amendment to the Restatement of the  
Darlene R. Owen Family Trust dated  
August 8, 1996 Restated April 21, 2004  
Page - 2



**RESTATEMENT OF THE  
DARLENE R. OWEN FAMILY TRUST AGREEMENT**

**Dated August 8, 1996  
Restated April 21, 2004**

This Agreement, made and entered into on the date set forth on the signature page hereto by DARLENE R. OWEN, also known as DOLLY OWEN, the trustor and trustee, amends and restates the Trust Agreement signed by the trustor on August 8, 1996, and all amendments executed up to the present, in their entirety.

**DECLARATIONS**

**Revocable Trust**

The DARLENE R. OWEN FAMILY TRUST AGREEMENT dated August 8, 1996 and restated in its entirety herein is a revocable trust agreement. The right and power to revoke or amend in whole or in part is reserved to the trustor under Article 2, Paragraph 2.1, page 1, of said Trust Agreement, and said right and power are retained herein.

Trustor, DARLENE R. OWEN, was married to CHARLES D. OWEN, JR., who died in 1982. Trustor has six children, namely, KATHLEEN RENEE SUHRKE, PATRICIA LYNN MAXIE, DEBRA ANN PURSLEY, PAMELA JEANNE NIELSEN, CHARLES DEWEY OWEN III, and REBECCA MARIE GOMES.

**Designation of Trustee**

DARLENE R. OWEN is designated trustee of the trust created pursuant to this Trust Agreement. Should DARLENE R. OWEN become unable to serve as trustee because of death, incompetence, or resignation as trustee, then DEBRA ANN PURSLEY shall serve as trustee.

Should DEBRA ANN PURSLEY for any reason be unable or unwilling to serve as trustee, then CHARLES D. OWEN, III shall serve as trustee.

Should CHARLES D. OWEN, III for any reason be unable or unwilling to serve as trustee, then REBECCA MARIE GOMES shall serve as trustee.

If no successor trustee is available to serve, a successor trustee may be appointed by agreement of the beneficiaries entitled to receive a majority of the trust assets or their legal representatives. If majority consent is not available, a successor trustee may be appointed by an agreed upon mediator or, without agreement, by a court of competent jurisdiction.

Neither the original trustee named herein nor any successor trustee shall be required to give any bond of any kind or character for the performance of such trustee's duties hereunder. The trustee shall have non-intervention powers.

#### **Trust Property**

The trustor does hereby deliver and transfer to the trustee the property described in Schedule A (separate property of trustor) attached hereto and made a part hereof, which shall constitute the initial trust estate and shall be held, administered and distributed by the trustee as hereinafter set forth.

No consideration was or will be given by the trustee for the conveyance or transfer to it of any of the trust estate; the trustee accepts such title to the trust estate as is conveyed or transferred to it hereunder, without liability or responsibility for the conditions or validity of such title; the trust estate has been or will be conveyed or transferred to the trustee, in trust, with power of sale, for the uses and purposes and upon the terms herein provided.



### **Additions To Trust**

Trustor or any individual may add to this trust, with the consent of the trustee, whether before or after the death of the trustor, by transferring to the trustee other property acceptable to the trustee, either by gift, assignment, bequest, or devise, and if so added, such property, upon receipt and acceptance by the trustee, shall become part of the trust estate. Such additional property or properties shall be held, administered, and disposed of by the trustee in accordance with this Agreement without the execution of any further instrument or declaration.

### **Revocation or Modification Of Trust**

At any time or from time to time during the life of the trustor, the trustor may, by serving written notice on the trustee, alter, amend, or revoke the trust created by this Agreement in whole or in part, provided, however, that in the case of amendments, the duties, powers and responsibilities of the trustee shall not be substantially altered or amended without the trustee's written consent. Any property withdrawn from the trust estate by reason of such revocation shall be delivered by the trustee to the trustor.

### **Trust Irrevocable On Death Of Trustor**

Except as otherwise expressly provided in this Agreement, on the death of the trustor, the trust created by this Agreement shall become irrevocable and not subject to amendment or modification.

### **Trustor Incapacitated**

If at any time, as certified in writing by a licensed physician, the trustor has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has

declared the trustor incompetent, mentally ill, or in need of a conservator, the trustee shall pay to or apply for the benefit of the trustor the amounts of net income and principal necessary in the trustee's discretion for the proper health, support, and maintenance of the trustor in accordance with trustor's accustomed manner of living at the date of this Agreement, until the incapacitated trustor, as certified by a physician, is again able to manage trustor's own affairs, or until the death of the trustor. Any income in excess of the amounts applied for the benefit of the trustor shall be accumulated and added to the principal of the trust estate.

If a guardian or conservator of the person or the estate is appointed for the trustor, the trustee shall take into account any payments made for the trustor's benefit by the guardian or conservator.

## **DISPOSITION DURING TRUSTOR'S LIFETIME**

### **Income And Principal To Trustor**

During the lifetime of the trustor, the trustee shall pay to or apply for the benefit of the trustor the net income of all property held in trust. During the lifetime of the trustor, the trustee may also pay as much of the trust principal to the trustor as the trustee in the trustee's absolute discretion deems necessary for the trustor's care and comfortable support in the trustor's accustomed manner of living.

## **DISPOSITION UPON THE DEATH OF TRUSTOR**

### **Creation Of Trust**

Upon the death of the trustor, the trustee shall collect all insurance proceeds payable to the trustee by reason of such death and all bequests and devises distributable to the trust estate

under the terms of the last Will of the trustor, and hold, administer and distribute the entire trust estate as hereinafter provided.

#### **Payment Of Funeral Expenses And Death Taxes**

Either from the income or principal or partly from the income and partly from the principal, the trustee shall pay, as the trustee in the trustee's absolute discretion may determine, the expenses of the trustor's last illness, funeral, burial, and any inheritance, estate, or death taxes that may be due by reason of the trustor's death, unless the trustee in the trustee's absolute discretion determines that other adequate provisions have been made for the payment of such expenses and taxes.

#### **Disposition Of Tangible Personal Property**

At the death of the trustor, the trustee shall distribute the tangible personal property, including household goods, furniture, furnishings, personal automobiles, jewelry, paintings, and books etc., together with any insurance thereon, according to the terms of this Trust Agreement, under "Distribution of the Balance of the Trust Estate". However, trustor requests that the trustee shall distribute specific items of personal property in accordance with a photo album containing photos of designated personal property items left by the trustor at her death.

#### **Distribution Of The Balance Of The Trust Estate**

Upon the death of the trustor, the trustee shall divide the balance of the trust estate into as many equal shares as there are of trustor's children then living and any of said children of trustor then deceased leaving issue then living by right of representation, per stirpes.

## Provisions for Beneficiaries

Any share or portion of a share distributable to a beneficiary per the terms and provisions set forth in the paragraphs above, shall be held, administered and distributed by the trustee, as follows:

### (a) Payments To Beneficiaries

The trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the beneficiary's trust as the trustee in the trustee's discretion deems necessary for the beneficiary's proper health, support, maintenance, and education, after taking into consideration, to the extent the trustee deems advisable, any income or other resources of the beneficiary, outside the beneficiary's trust known to the trustee.

### (b) Distributions To Beneficiaries

When the beneficiary attains age twenty-five (25) the trustee shall distribute to the beneficiary the undistributed balance of the beneficiary's trust. If the beneficiary has already attained age twenty-five (25) at the time the trust estate is divided into separate shares pursuant to this paragraph, the trustee shall, upon making the division, distribute to the beneficiary all of the beneficiary's share.

### (c) If A Beneficiary Dies Before Distribution

If a beneficiary of trustor dies before becoming entitled to receive distribution of the beneficiary's entire trust, the undistributed balance of the trust shall thereupon be distributed, free of trust, to such deceased beneficiary's then living issue, by right of representation, or if there are no then living issue of such beneficiary, to trustor's then living issue, by right of representation; provided, however, that if any part of that balance would otherwise be distributed to a person for whose benefit a trust is then being

administered under this Agreement, that part shall instead be added to that trust and shall thereafter be administered according to its terms.

## **POWERS OF TRUSTEE**

### **Retain Investments Of Trustor**

During the life of the trustor, the trustee is authorized to retain in the trust provided for in this Agreement, for so long as the trustee may deem advisable and in the best interest of such trust, any property received by the trustee from the trustor, whether or not such property is of the character permitted by law for the investment of trust funds. After the death of trustor, the trustee may retain any such property in the trust provided for in this Agreement only so long as such property is productive of income.

### **Management Of Trust Property**

The trustee shall with respect to any and all property which may at any time be held by the trustee in trust pursuant to this Agreement, whether such property constitutes principal or accumulated income of any trust provided for in this Agreement, have power, exercisable in the trustee's absolute discretion at any time and from time to time on such terms and in such manner as the trustee may deem advisable, to:

(a) sell, convey, exchange, convert, improve, repair, partition, divide, allot, subdivide, create restrictions, easements, or other servitudes thereon, manage, operate, and control;

(b) lease for terms within or beyond the term of any trust provided for in this Agreement and for any purpose, including exploration for and removal of gas, oil, and other

minerals; and enter into any covenants and agreements relating to the property so leased or any improvements which may then or thereafter be erected on such property;

(c) encumber or hypothecate for any trust purpose by mortgage, deed of trust, pledge, or otherwise;

(d) carry insurance of such kinds and in such amounts at the expense of the trusts provided for in this Agreement as the trustee may deem advisable;

(e) commence or defend at the expense of any trust provided for in this Agreement such litigation with respect to any such trust or any property of the trust estate as trustee may deem advisable and employ, for reasonable compensation payable by any such trust, such counsel as the trustee shall deem advisable for that purpose;

(f) invest and reinvest the trust funds in such property as the trustee, in the exercise of reasonable business judgment, may deem advisable, whether or not such property is of the character specifically permitted by law for the investment of trust funds; provided, however, that the trustee is not authorized to invest or reinvest the trust funds in property which is nonproductive of income; provided, further, that in the event that any income-producing property of the trust subsequently becomes nonproductive of income, the trustee is directed at such time to convert such nonproductive property to property productive of income;

(g) vote, by proxy or otherwise, in such manner as trustee may determine to be in the best interests of the trust provided for in this Agreement any securities having voting rights held by the trustee pursuant to this Agreement;

(h) pay any assessments or other charges levied on any stock or other security held by trustee in trust pursuant to this Agreement;



(i) exercise or not exercise as trustee may deem best any subscription, conversion, or other rights or options which may at any time attach, belong, or be given to the holders of any stocks, bonds, securities, or other instruments held by it in trust pursuant to this Agreement;

(j) participate in any plans or proceedings for the foreclosure, reorganization, consolidation, merger, or liquidation of any corporation or organization that has issued securities held by trustee in trust pursuant to this Agreement, and incident to such participations to deposit securities with and transfer title or securities on such terms as trustee may deem in the best interest of the trusts to any protective or other committee established to further or defeat any such plan or proceeding;

(k) enforce any mortgage or deed of trust or pledge held by trustee in trust pursuant to this Agreement and at any sale under any such mortgage, deed of trust, or pledge to bid and purchase at the expense of any trust provided for in this Agreement any property subject to such security instrument;

(l) compromise, submit to arbitration, release with or without consideration, and otherwise adjust any claims in favor of or against any trust provided for in this Agreement; and

(m) subject to any limitations expressly set forth in this Agreement and faithful performance of trustee's fiduciary obligations, to do all such acts, take all such proceedings, and exercise all such rights and privileges as could be done, taken, or exercised by an absolute owner of the trust property.

#### **Power To Borrow Money**

The trustee shall have the power to borrow money for any trust purpose on such terms and conditions as the trustee may deem proper from any person, firm, or corporation, including

the power to borrow money on behalf of one trust from any other trust provided for in this Agreement, and to obligate the trusts, or any of them, provided for in this Agreement to repay such borrowed money.

#### **Power To Loan Money To Trusts**

The trustee is authorized to loan or advance trustee's own funds to any trust provided for in this Agreement for any trust purpose and to charge for such loan or advance the rate of interest that trustee, at the time such loan or advance is made, would have charged had such loan or advance been made to a person not connected with such trusts having a net worth equal to the value of the principal of such trust. Any such loan or advance, together with the interest accruing on such loan or advance, shall be a first lien against the principal of the trust to which such loan or advance is made and shall be repaid from the income or principal of such trust as in the discretion of the trustee appears for the best interests of such trust and its beneficiaries.

#### **Dealings With Estate Of Trustor**

The trustee is authorized to purchase securities or other property from and to make loans and advancements from the trust estate with or without security to the executor or other representative of the estate of trustor.

#### **Securities And Investments**

The trustee is authorized to buy, sell, and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by the trustee with such brokers as security for loans and advances made to the trustee.

### **Power To Employ Or Retain Advisors**

Without in any way limiting the generality of the powers, authority and discretion granted to the trustee elsewhere, the trustee is specifically authorized and empowered to employ such persons, firms or corporations as the trustee may see fit to advise the trustee as to legal, accounting, investment, and similar specialized matters, and to pay such compensation for such services as the trustee may deem proper.

### **Trustee's Power To Delegate**

The trustee shall have the authority to grant a Power of Attorney, which when duly executed by the trustee, shall give the agent so appointed all the authority, powers, and duties granted to the trustee under this Trust Agreement, unless the Power of Attorney is specifically limited. Such Power of Attorney shall be duly executed and notarized. The trustee may revoke any such appointment at will.

### **Allocation Of Principal And Income**

Except as otherwise specifically provided in this Agreement, the trustee shall allocate all receipts and expenditures received or incurred by trustee in administering the trusts provided for in this Agreement to the income or principal of each such trust in the manner provided by the Revised Uniform Principal and Income Act in effect on the date of this Agreement in the State of Washington.

## **ADMINISTRATIVE PROVISIONS**

### **Accrued Income On Termination Of Beneficial Interest**

Whenever the right of any beneficiary to payments from the net income or principal of any trust provided for in this Agreement shall terminate, either by reason of death or other cause,  
*Restatement of the Darlene R. Owen Family Trust*  
*Dated August 8, 1996 and Restated April 21, 2004*

any accrued net income from such trust undistributed by the trustee on the date of such termination shall be held, administered, and distributed by the trustee in the same manner as if such income had accrued and been received by the trustee after the date such beneficiary's right to receive payments from such trust was terminated.

#### **Periodic Accountings**

The trustee shall periodically, at least annually, prepare and deliver to the trustor and each beneficiary who is then entitled to income or principal under this Agreement an accounting in writing of the trustee's administration of the trusts provided for in this Agreement. Written approval of any such accounting signed by the trustor or such beneficiary then entitled to income or principal shall constitute an absolute release of the trustee from any and all liability for any matters stated in such accounting. Such approval and release shall be binding not only on the trustor or such beneficiary who signed it, but also on the administrators, executors, successors, and assigns of such trustor or such beneficiary.

#### **Spendthrift Provision**

Except as otherwise expressly provided in this Agreement, no beneficiary of any trust provided for in this Agreement shall have any right, power, or authority to alienate, encumber, or hypothecate his or her interest in the principal or income of such trust in any manner, nor shall such interest of any beneficiary be subject to claims of his or her creditors or liable to attachment, execution, or other process of law.

#### **Division Or Distribution In Kind Or In Cash**

On any division of the assets of the trust estate into partial shares and on any final or

partial distribution of the assets of the trust estate or any trust provided for in this Agreement, the trustee, in its absolute discretion, may divide and distribute such assets in kind, may divide or distribute undivided interests in such assets, or may sell all or any part of such assets and make division or distribution in cash or partly in cash and partly in kind. Either prior to or on any division or distribution of such assets, the decision of the trustee as to what constitutes a proper division of such assets of the trust estate or any trust provided for in this Agreement, shall be binding on all persons in any manner interested in any trust provided for in this Agreement.

#### **Payments To Minors**

The trustee in the trustee's discretion may make payments to a minor or other beneficiary under disability by making payments to the guardian of his or her person, or the trustee may apply payments directly for the beneficiary's benefit. The trustee in the trustee's discretion may make payments directly to a minor if in the trustee's judgment such minor is of sufficient age and maturity to spend the money properly.

#### **Provisions For Education**

Whenever provision is made in a trust in this Agreement for payment for the "education" of a beneficiary, the term "education" shall mean elementary, high school, technical, vocational, and preparatory schooling, college, university, graduate school, and all other types of general or special educational training, including travel and recreational activities of an educational nature such as study programs, trips to foreign countries, and summer camps. In determining payments to be made for such education, the trustee shall take into consideration the beneficiary's related living expenses to the extent that they are reasonable.

The trustee may withhold distributions for education, if in the sole judgement of the trustee, such education is not reasonably expected to contribute to and enhance the beneficiary's ability to become and remain financially self-supporting, or if the trustee determines that the beneficiary is not making an earnest effort to take full advantage of the educational opportunities so provided.

#### **Perpetuities Saving Clause**

Unless sooner terminated in accordance with other provisions of this Agreement, each trust created under this Agreement shall terminate at the latest time allowed by law in the supervising jurisdiction. All principal and undistributed income of any trust so terminated shall be distributed to the then income beneficiaries of that trust in the proportions in which they are, at the time of termination, entitled to receive the income; provided, however, that if the rights to income are not then fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to such issue of trustor as are then entitled or authorized in the trustee's discretion to receive income payments, or, if there are no such issue of trustor, in equal shares to those beneficiaries who are then entitled to receive income payments.

#### **Trustee's Resignation**

The trustee may at any time resign from any trust hereby created by written notice of such resignation to the person or persons then entitled to receive payments hereunder and such resignation shall take effect at the date of such notice. Upon such resignation, the next successor trustee shall serve, and if no successor trustee is named in this Agreement, the trustor, if living, shall appoint a successor trustee. If the trustor is deceased, the legally competent beneficiaries then entitled to receive a majority of the trust assets shall appoint a successor trustee. Such



appointment shall be made in duplicate in writing, one copy to be delivered to the then trustee and one copy to the successor trustee. The resigning trustee shall be fully protected in delivering the trust estate to the successor trustee designated in such writing.

#### **Trustee Compensation**

The trustee shall be entitled to reasonable compensation for services rendered and for counsel engaged by the trustee, including services in connection with the termination or revocation in whole or in part of any trust hereunder. Such compensation of the trustee and counsel shall be paid wholly from principal or wholly from income or partly from each as the trustee deems proper, and the determination of the trustee shall be conclusive.

#### **Law For Construction Of Trusts**

This Trust Agreement and the validity of, construction of, and all rights under the trusts provided for in this Agreement shall be governed by the laws of the State of Washington or in the State in which the trustee resides or is domiciled.

#### **Invalidity Of Any Provision**

Should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement shall be and continue to be fully effective.

EXECUTED on April 21, 2004 at Poulsbo, Washington.

TRUSTOR:

TRUSTEE:

Darlene R. Owen  
DARLENE R. OWEN

Darlene R. Owen  
DARLENE R. OWEN

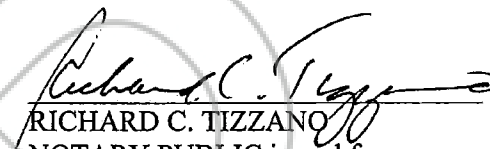
*Restatement of the Darlene R. Owen Family Trust  
Dated August 8, 1996 and Restated April 21, 2004*

## ACKNOWLEDGEMENT

State of Washington    )  
                                  ) ss  
County of Kitsap        )

On April 21, 2004, before me, RICHARD C. TIZZANO, a Notary Public in and for the State of Washington, personally appeared DARLENE R. OWEN, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



  
RICHARD C. TIZZANO  
NOTARY PUBLIC in and for  
The State of Washington  
Residing at Poulsbo, Washington  
My Commission Expires: 03/24/07

*Restatement of the Darlene R. Owen Family Trust  
Dated August 8, 1996 and Restated April 21, 2004*

*DRAFT*

**TITLE TO TRUST ASSETS SHOULD BE HELD AS FOLLOWS:**

DARLENE R. OWEN, Trustee of the DARLENE R. OWEN FAMILY TRUST  
AGREEMENT dated August 8, 1996 and restated April 21, 2004.

COPY

**Darlene R. Owen, Trustee**  
**For the Darlene R. Owen Restated Trust Dated April 21, 2004**  
**Schedule A**

**TRUST ASSETS**

**REAL PROPERTY**

1. Residence at 1012 NW Gladiola Court, Silverdale, County of Kitsap, State of Washington, Assessor's Parcel Number: 5293 000 096 00.
2. Lander County Property, County of Lander, State of Nevada, Assessor's Parcel Number: 007-060-65.
3. Eureka County Property, County of Eureka, State of Nevada, Assessor's Parcel Number: 005-070-19.

**NOTES AND DEEDS OF TRUST**

1. \$55,000.00 Note secured by Deed of Trust dated August 12, 2003, recorded in the County of San Bernardino, State of California.

**STOCKS**

1. 21 shares of Ute Distribution Corporation, P.O. Box 696, 24 South 200 East, Roosevelt, Utah 84066.

**INVESTMENT ACCOUNTS**

1. Quick & Reilly Inc., San Francisco, California, Account Number 644-10770-10 FC 1R7.
2. Smith Barney, San Rafael, California, Account Number 528-00189-11-208.