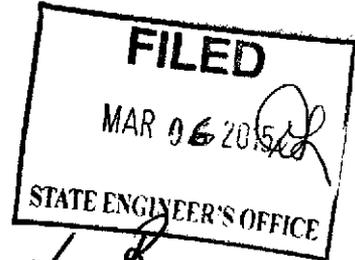


IN THE OFFICE OF THE STATE ENGINEER OF THE STATE OF NEVADA

IN THE MATTER OF APPLICATION NUMBER 84692
FILED BY Kent Whipple Ranch, LLC
ON January 12, 20 15

PROTEST



Comes now Betsy Whipple & Peggy Whipple-Kessio
Printed or typed name of protestant

whose post office address is 1713 River Ranch Road, Hiko, NV 89017
Street No. or PO Box, City, State and ZIP Code

whose occupation is _____ and protests the granting

of Application Number 84692, filed on January 12, 20 15

by Kent Whipple Ranch, LLC for the

waters of Pahrangat Valley situated in Lincoln County
an underground source or name of stream, lake, spring or other source

County, State of Nevada, for the following reasons and on the following grounds, to wit:

The ownership of the well is questionable. We are currently doing a title search to figure out what is going on with all the assets that are supposed to be in the Kent Whipple Ranch Trust. This may lead to legal dispute.

THEREFORE the Protestant requests that the application be Denied

Denied, issued subject to prior rights, etc., as the case may be

and that an order be entered for such relief as the State Engineer deems just and proper

Signed Betsy L Whipple
Agent or protestant

Betsy L Whipple
Printed or typed name, if agent

Address 1713 River Ranch Road
Street No. or PO Box
Hiko, NV 89017
City, State and ZIP Code

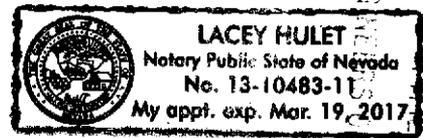
State of Nevada
County of Lincoln

Subscribed and sworn to before me on March 3, 2015

by Betsy L. Whipple

702 556 1293
Phone Number
bwhipple@letarbondt.com
E-mail

[Signature]
Signature of Notary Public Required



Notary Stamp or Seal Required

† \$30 FILING FEE MUST ACCOMPANY PROTEST. PROTEST MUST BE FILED IN DUPLICATE. ALL COPIES MUST CONTAIN ORIGINAL SIGNATURE.

IN THE OFFICE OF THE STATE ENGINEER OF THE STATE OF NEVADA

IN THE MATTER OF APPLICATION NUMBER 84692
FILED BY Kent Whipple Ranch, LLC
ON January 12, 20 15

PROTEST

STATE ENGINEER'S OFFICE
2015 MAR -5

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Printed or typed name of protestant

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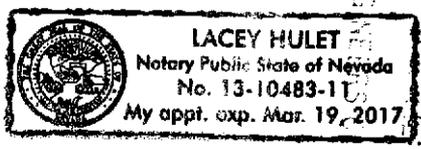
Betsy L. Whipple
Printed or typed name, if agent

State of Nevada _____
County of Lincoln
Address 1713 River Ranch Road
Street No. or PO Box
Hiko, NV 89017
City, State and ZIP Code

Subscribed and sworn to before me on March 3, 2015
102 556 1293
Phone Number

by Betsy L. Whipple
bwhipple@letarconet.com
E-mail

L. Hulet
Signature of Notary Public Required



Notary Stamp or Seal Required

**+\$30 FILING FEE MUST ACCOMPANY PROTEST. PROTEST MUST BE FILED IN DUPLICATE.
ALL COPIES MUST CONTAIN ORIGINAL SIGNATURE.**

1 THIS TRUST AGREEMENT is entered into between KENT,
2 WHIPPLE, also known as KENT O'NEIL WHIPPLE, and JANE WHIPPLE, also
3 known as JANE ELEANOR R. WHIPPLE, also known as BETTY JANE WHIPPLE,
4 his wife, hereinafter referred to as the "Trustors", or separately
5 as "Husband" and "Wife" respectively, and KENT WHIPPLE and JANE
6 WHIPPLE, hereinafter jointly referred to as the "Trustee".
7

8 ONE: The Trustors, desiring to establish a Trust,
9 have assigned, transferred and delivered, and by these presents
10 do assign, transfer and deliver to the Trustee all of the real
11 property and personal property of every nature whatsoever belong-
12 ing to the Trustors, including, but not limited to, the property
13 described in Schedule "A" attached hereto and made a part of this
14 Trust Agreement. Receipt is hereby acknowledged by the Trustee
15 of the assets enumerated in Schedule "A". The Trustors may from
16 time to time add additional properties or policies of insurance
17 to this Trust by transferring such property or assigning such
18 policies to the Trustee, or by causing the Trustee to be named as
19 beneficiary thereunder. In either case, such property and
20 policies of insurance, and their proceeds, shall be subject to the
21 terms and conditions of this Agreement.

22 TWO: No consideration was nor will be given to or
23 by the Trustee for the conveyance or transfer to him of any of
24 the Trust Estate. The Trustee accepts such title to the Trust
25 Estate as is conveyed or transferred to him hereunder without
26 liability or responsibility for the condition or validity of such
27 title, and the Trust Estate has been or will be conveyed or trans-
28 ferred to the Trustee, IN TRUST, with power of sale, for the uses
29 and purposes herein provided.

30 THREE: The Trustee acknowledges that he may be named
31 as beneficiary under insurance policies of the Trustors, and
32 agrees to hold the same and the proceeds thereof subject to the

1 conditions he in stated.

2 FOUR: The Trustee, upon being informed as to the
3 death of the insured or the earlier maturity of any insurance
4 policies, shall receive the proceeds thereof and is hereby author-
5 ized to execute the necessary receipts and releases to the insur-
6 ance companies concerned.

7 FIVE: The Trustors reserve during such time as the
8 Husband and Wife are both living the following rights and powers
9 to be exercised by them, without the consent or participation of
10 the Trustee or any beneficiary of this Trust, including, with-
11 out limiting the generality, the following rights and powers:

12 (a) The right to revoke this Trust, or
13 by supplemental agreement to modify the terms of
14 this Trust from time to time without the consent of
15 the Trustee, or any beneficiary, provided, however,
16 that the duties, powers, and liability of the Trustee
17 hereunder shall not be substantially changed without
18 his written consent. Except as hereinafter provided,
19 such powers of revocation and modification are per-
20 sonal to the Trustors and shall not be assignable
21 nor accrue to any other person, nor shall they ex-
22 tend to their estates nor to their legal representa-
23 tives, nor to any beneficiary named herein nor to
24 any other person.

25 (b) To receive or apply dividends, dis-
26 ability benefits, premium refunds, proceeds of
27 matured insurance policies, loan or surrender or
28 commuted values or any other sum due under any in-
29 surance policies contributed to this Trust.

30 (c) To obtain and receive cash advances
31 or loans as may be advisable under any life insur-
32 ance policies contributed to this Trust.

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(d) To exercise any c. ions or privileges granted in any such policies or plans.

The rights and powers reserved in (a) through (d), inclusive, in this Paragraph FIVE shall, except as hereinafter provided, cease upon the death of either Trustor, and thereafter this Trust shall be irrevocable and shall not be subject to amendment or modification.

SIX: All property now or hereafter subject to this Trust shall constitute the Trust Estate, and shall be held, managed and distributed as hereinafter provided:

During the lifetime of the Trustors, the Trustee shall distribute the income and principal in the following manner:

(a) The Trustee shall pay or reserve sufficient funds to pay all expenses of management and distribution of the Trust Estate, including the compensation of the Trustee, all or any part of which may, in the discretion of the Trustee, be charged either to income or principal of the Trust Estate.

The remaining income shall be and is hereafter referred to as "net income".

(b) During the lifetime of both of the Trustors, the net income from the entire Trust Estate shall be distributed to or for the use and benefit of the Trustors in monthly or other convenient installments, but not less frequently than annually. If at any time during the lifetime of both of the Trustors, the net income shall be inadequate for the needs, comfort and pleasure of the Trustors, or their descendants, the Trustee may, in its discretion, pay to or apply for the benefit of said beneficiaries, in addition to the payments of income as hereinabove provided, such amounts of the

1 pri ipal of the Trust Estate as he Trustee may
2 deem necessary for said purposes.

3 (c) If at any time during the period set
4 forth in sub-paragraph (b) of Paragraph SIX, the
5 Trustors shall be incompetent or shall in the
6 judgment of the Trustee be unable for any other
7 reason to act in their own behalf, the Successor
8 Co-Trustees may, in their discretion, pay to or
9 apply for the health, support, maintenance and
10 comfort of the Trustors, or their descendants,
11 in addition to the payments of income as herein-
12 above provided, such amounts of the principal of
13 the Trust Estate as the Successor Co-Trustees may
14 from time to time deem necessary or advisable for
15 their use or benefit.

16 (d) Upon the death of either Trustor, the
17 Trustee shall segregate and divide the Trust
18 Estate into two trusts, hereinafter called Trust
19 "A" and Trust "B", which shall constitute separ-
20 ate trusts and shall be held and administered as
21 such.

22 (e) There shall be placed in Trust "A":

23 (1) The fractional share belonging to
24 the surviving Trustor of the community proper-
25 ty subject to the terms of this Trust.

26 (2) Out of the other assets subject to
27 the terms of this Trust, including those re-
28 ceived by the Trustee upon or by reason of
29 the death of the first Trustor to die, which
30 are eligible to satisfy the marital deduction,
31 the Trustee shall add to this Trust the frac-
32 tional share of said assets which is equal to

1 the maximum marital deduction allowed for
2 Federal Estate Tax purposes in the estate of
3 said deceased Trustor, less the value of all
4 assets or interest which pass or have passed
5 to the surviving Trustor other than by the
6 terms of this Trust, and which are eligible
7 to satisfy said marital deduction.

8 (3) In making the computations and the
9 allocations of property to Trust "A" required
10 by the preceding paragraphs (1) and (2), the
11 determination of the character and ownership
12 of property and the value thereof shall be
13 finally established for Federal Estate Tax
14 purposes.

15 (4) All of the rest, residue and re-
16 mainder of the assets subject to the terms
17 of this Trust, including those received by
18 the Trustee upon or by reason of the death
19 of the first Trustor to die, shall be allo-
20 cated to Trust "B".

21 PROVISIONS OF TRUST "A".

22
23 (1) The entire net income from Trust "A" shall
24 be paid to or applied for the benefit of the surviving
25 Trustor in monthly or other convenient installments
26 during his or her lifetime, but in no event less
27 often than annually.

28 (2) If the income is not adequate to maintain
29 the surviving Trustor in a manner similar to his or
30 her standard of living while living with the deceased
31 Trustor, the Trustee may pay to him or her, or apply
32 for his or her benefit so much of the principal of

1 th Trust as he may, in his discretion, deem proper
2 or necessary for that purpose, taking into account
3 any income available to him or her from other
4 sources. The Trustee shall make such principal
5 disbursements to the surviving Trustor out of the
6 corpus of Trust "A" before making any disbursements
7 of principal to the surviving Trustor from Trust
8 "B".

9 (3) In the event the Wife survives the
10 Husband:

11 (a) She shall have the power, exer-
12 cisable in all events and at any time or
13 from time to time after the Husband's
14 demise, to withdraw all or any part of
15 the principal of Trust "A", and to require
16 the Trustee to distribute the same to her,
17 discharged of this Trust. Such power may
18 be exercised by written instrument filed
19 with the Trustee. There is further con-
20 ferred on the Wife, the absolute power to
21 distribute by her Last Will and Testament
22 the remaining assets of the Trust to any-
23 one she chooses, including her estate, her
24 creditors, or the creditors of her estate.

25 (b) If and to the extent that the
26 Wife shall fail to exercise such powers,
27 the principal and accrued and undistri-
28 buted net income of this Trust shall, upon
29 her demise, be transferred to and become a
30 part of Trust "B" and shall be held, admini-
31 stered and distributed as is hereinafter
32 provided with respect to Trust "B", excepting

1 however that the Trustee in its discretion
2 may first pay out of the principal, the
3 Wife's last illness and burial expenses,
4 Federal Estate Taxes, Nevada Inheritance
5 Taxes, and any gift taxes assessed against
6 her estate, together with interest,
7 penalties, costs, Trustees' compensation
8 and attorney fees, unless other adequate
9 provisions shall have been made therefor.

10 (4) In the event the Husband survives the

11 Wife:

12
13 (a) He shall have the power, exer-
14 cisable in all events and at any time or
15 from time to time after the Wife's demise
16 to withdraw all or any part of the prin-
17 cipal of Trust "A", and to require the
18 Trustee to distribute the same to him,
19 discharged of this Trust. Such power may
20 be exercised by written instrument filed
21 with the Trustee. There is further con-
22 ferred on the Husband, the absolute power
23 to distribute by his Last Will and Testament
24 the remaining assets of the Trust to any-
25 one he chooses, including his estate, his
26 creditors, or the creditors of his estate.

27 (b) If and to the extent that the
28 Husband shall fail to exercise such powers,
29 the principal and accrued and undistributed
30 net income of this Trust shall, upon his
31 demise, be transferred to and become a part
32

1 of Trust "B" and shall be held, administered
2 and distributed as is hereinafter provided
3 with respect to Trust "B", excepting, how-
4 ever, that the Trustee, in its discretion,
5 may first pay out of the principal, the
6 Husband's last illness and burial expenses,
7 Federal Estate Taxes, Nevada Inheritance
8 Taxes, and any gift taxes assessed against
9 his estate, together with interest, penalties,
10 costs, Trustees' compensation and attorney
11 fees, unless other adequate provisions shall
12 have been made therefor.

13 (5) The interests of the beneficiaries in
14 principal or income shall not be subject to claims of
15 his or her creditors, nor others, nor to legal process,
16 and may not be voluntarily nor involuntarily alienated
17 nor encumbered.

18 PROVISIONS OF TRUST "B".
19

20 (1) Upon the death of the first Trustor to
21 die, if the surviving Trustor shall be in want of
22 additional monies to maintain himself or herself in
23 a manner similar to his or her standard of living
24 at the time of death of the Trustor who died first,
25 taking into account any other assets or income
26 available from other sources, including the afore-
27 said payments from Trust "A", the Trustee may, in
28 its absolute discretion, pay to or apply for the
29 benefit of the surviving Trustor so much of the
30 income or principal from this Trust as the Trustee
31 may from time to time deem necessary or advisable
32 for the health, support, maintenance and comfort

1 of the surviving Trustor.

2 (2) Anything contained herein to the
3 contrary notwithstanding, no payment shall be
4 made to the surviving Trustor from the prin-
5 cipal or income of Trust "B" until such time
6 as Trust "A" is substantially exhausted both
7 as to principal and income. At such time as
8 the income and principal of Trust "A" is sub-
9 stantially exhausted, the net income of Trust
10 "B" shall be paid to the surviving Trustor
11 in monthly or other convenient installments
12 during his or her lifetime, but in no event
13 less often than annually.

14 (3) Upon the death of the surviving
15 Trustor, the remaining assets of the Trust
16 shall be divided into as many separate trusts
17 as there are children of the Trustors living,
18 providing that if any such child be then de-
19 ceased leaving issue surviving at the date of
20 such division, such deceased child shall be
21 considered as living for the purposes of such
22 division, and in that event the Trustee shall
23 set aside and distribute one of such equal
24 shares to the issue of any such deceased child
25 per stirpes. Each of the Trusts thus estab-
26 lished shall be administered as separate
27 Trusts, as hereinafter provided, but without
28 the necessity of the Trustee making physical
29 division of the assets unless the Trustee
30 deems it necessary or advisable to do so. The
31 assets set aside for the use and benefit of
32

1 the rustors' issue shall be he. , administered
2 and distributed as follows:

3 (a) The Trustee shall set aside
4 one of such shares for each of the Trustors'
5 children by right of representation in a
6 separate trust and shall distribute so much
7 of the net income derived therefrom as in
8 the sole discretion of the Trustee may be
9 deemed necessary or advisable for such
10 child's health, support, maintenance or
11 education, including study at an institu-
12 tion of higher learning, or to commence a
13 business or profession, to or for the
14 use or benefit of such child until he or she
15 attains the age of twenty-one (21) years, and
16 any accumulated income not so required shall
17 be added to the principal of such share.
18 Thereafter, the entire net income from said
19 share shall be distributed quarterly to or
20 for the use or benefit of such child until
21 he or she attains the age of twenty-five
22 (25) years, at which time one-half (1/2)
23 of the then principal of such share shall
24 be distributed to such child; and thereafter,
25 the entire net income from the balance of
26 the principal of such share shall be distri-
27 buted quarterly to or for the use or bene-
28 fit of such child until he or she attains
29 the age of thirty (30) years, at which time
30 the entire balance of the principal of such
31 share together with any undistributed income
32 therefrom, shall be distributed to such child.

1 (b) Upon the death of any such
2 child before becoming entitled to receive
3 the whole of his or her share of the Trust
4 Estate, the Trustee, after paying the ex-
5 penses of the last illness and burial of
6 such deceased child, unless such expenses
7 shall have been paid or provided for apart
8 from this Trust, shall distribute the en-
9 tire principal of such share, or so much
10 thereof as then remains, together with any
11 undistributed income therefrom, to the then
12 surviving issue of such deceased child per
13 stirpes, subject however, to the provisions
14 of sub-paragraphs (a) and (b) hereof. If
15 such deceased child shall leave no such
16 issue then surviving, the same shall be
17 added in equal portions to the shares then
18 held for the benefit of the other children,
19 and to those previously distributed there-
20 from, excluding the share of each child
21 theretofore deceased as to whom then sur-
22 vives no issue, but including by right of
23 representation the issue of any deceased
24 child. If any portion of a share has
25 theretofore been distributed, then a similar
26 portion of the added share shall likewise
27 be distributed.

28 (4) (a) If at any time during the life-
29 time of both Trustors, in the absolute dis-
30 cretion of the Trustee, any child or grand-
31 child of the Trustors, or issue of such
32 grandchildren, should be in want of

1 additional monies for their health, support
2 and maintenance, the trustee may pay to or
3 apply for the benefit of such individual such
4 amounts from the income or principal of the
5 Trust Estate as the Trustee may from time to
6 time deem necessary or advisable for such
7 beneficiary's health, support, maintenance
8 or education, including study at an insti-
9 tution of higher learning.

10 (b) If at any time after the death
11 of one Trustor, and during the lifetime of the
12 surviving Trustor, in the absolute discretion
13 of the Trustee, any child or grandchild of the
14 Trustors, or issue of such grandchild, should
15 be in want of additional monies for their
16 health, support and maintenance, the Trustee
17 may pay to or apply for the benefit of such
18 individual, such amounts from the income or
19 principal of Trust "B" as the Trustee may
20 from time to time deem necessary or advis-
21 able, provided such payments do not jeopard-
22 ize the security of the surviving Trustor.

23 (c) If at any time after the death of
24 both Trustors, in the absolute discretion of
25 Trustee, any child or grandchild of the
26 Trustors should be in want of monies for
27 their health, support or maintenance, or
28 to commence a business or profession, the
29 Trustee may pay to or apply for the bene-
30 fit of such individual, in addition to
31 the payments hereinabove provided, such
32 amounts from the principal of his or her

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respective share of the Trust Estate, up to the whole of said part, as the Trustee may from time to time deem necessary or advisable for such beneficiary's health, support, maintenance, or education, including study at an institution of higher learning, or to commence a business or profession, or the Trustee may in its sole discretion during any calendar year pay to or apply for the benefit of such individual the greater of the following amounts: FIVE THOUSAND DOLLARS (\$5,000.00) or FIVE PER CENT (5%) of the aggregate value of the Trust Estate set aside for such beneficiary.

(5) The interests of beneficiaries in principal or income shall not be subject to claims of their creditors nor others, nor to legal process, and may not be voluntarily nor involuntarily alienated nor encumbered.

(6) Any other provisions hereof to the contrary notwithstanding, unless terminated at an earlier date under the foregoing provisions, all Trusts created herein shall terminate at the expiration of twenty-one (21) years after the death of the last surviving beneficiary living on the date of the execution of this Trust Agreement. If any Trust created herein is terminated by reason of the operation of this paragraph, the Trust as then existing shall go and be distributed to the persons then entitled to the income therefrom in the same proportions in which they were receiving or were entitled to receive said income.

1 SEVEN: To carry out the purposes of this Trust,
2 the Trustee is vested with the following powers in addition to
3 those now or hereafter conferred by law, affecting the Trust
4 and the Trust Estates, subject to the provisions heretofore
5 set forth in Paragraph FIVE:

6 (a) The Trustee shall have the power to
7 manage and control, invest and reinvest, sell or
8 assign, the proceeds of such life insurance policies
9 and the funds of the Trust Estate, in such invest-
10 ments as the Trustee may elect, and also in such
11 other investments as are hereinabove specifically
12 authorized. He shall have the power to exercise
13 any right or option of subscription or otherwise
14 which may at any time be given to the holders of
15 any securities of the Trust Estate.

16 (b) To manage, control, sell, convey, ex-
17 change, partition, divide, subdivide, improve, repair;
18 to grant options and to sell upon deferred payments;
19 to lease for terms within or extending beyond the
20 duration of this Trust for any purpose, including
21 exploration for and removal of gas, oil or other
22 minerals; and to enter into community oil leases.

23 (c) To retain property and to invest, and
24 reinvest as provided by law from time to time ex-
25 isting.

26 (d) To borrow; to place, replace, renew,
27 or extend any encumbrances upon any real property;
28 and to institute, compromise and defend actions
29 and proceedings.

30 (e) To participate in voting trusts, pooling
31 agreements, foreclosures, reorganizations, consoli-
32

.. K.A.S.

1 da' ons, mergers, and liquidat' s, and in connection
2 therewith, to deposit securities with and transfer
3 title and delegate discretions to any protective or
4 other committee as the Trustee may deem advisable.

5 (f) Upon any division or partial or final
6 distribution of the Trust Estate, to partition, allot,
7 and distribute the Trust Estate in undivided interests
8 or in kind, at valuations determined by the Trustee,
9 and to sell such property as the Trustee may deem
10 necessary to make division and distribution.

11 (g) To determine what is principal or
12 income of the Trust Estate and apportion and allocate
13 in his discretion, receipts and expenses as between
14 these accounts. Except insofar as the Trustee shall
15 exercise this discretion, matters relating to the
16 rights of beneficiaries among themselves as to princi-
17 pal and income shall be governed by the provisions of
18 the Principal and Income Act from time to time existing.

19 (h) The enumeration of certain powers of
20 the Trustee shall not limit its general powers, the
21 Trustee subject always to the discharge of its fidu-
22 ciary obligations, being vested with and having all
23 the rights, powers and privileges which an absolute
24 owner of the same property would have.

25 (i) Upon the death of the first to die of
26 the Husband or Wife, or upon the death of any other
27 beneficiary, the expenses of last illness and burial,
28 and any estate, inheritance, succession or other
29 death taxes, duties, charges, or assessments, to-
30 gether with interest, penalties, costs, Trustees'
31 compensations and attorney fees, which shall become
32 due or be occasioned by reason of the Trust Estate

1 or any interest therein being includible for such
2 tax purposes, shall be paid by the Trustee out of
3 his or her share of the community property interest
4 in the Trust Estate, or his or her share of the
5 Trust Estate, as the case may be, unless other ade-
6 quate provisions shall have been made therefor. Any
7 such payments shall be charged to principal of the
8 share of the Trust Estate or the separate Trust so
9 included.

10 (j) Upon the death of the last Trustor to
11 die, all estate, inheritance, succession, or other
12 death taxes or duties (by whatever name called)
13 which shall become due by reason of the Trust Estate
14 or any portion thereof being includible for such tax
15 purposes, shall be paid by the Trustee out of the
16 said deceased beneficiary's Trust (the "A" Trust).
17 Any other costs, including Trustees' compensation
18 and attorney fees, which shall be due or be occasioned
19 by the death of the Trustors, or either of them, may
20 be paid by the Trustee out of income or principal
21 from either Trust "A" or Trust "B", unless other
22 adequate provisions shall have been made therefor.

23 (k) The Trustee shall have full power
24 and authority to pay from the Trust Estate any other
25 taxes, charges or assessments for which the Trustee, the
26 Trust Estate or any interest therein becomes liable,
27 and any such payments shall be made from and charged
28 to either income or principal of the Trust Estate
29 or any share or separate trust thereof; as the Trustee,
30 in its discretion, deems proper.

31 (l) The Trustee may make such payments
32 directly or to a personal representative or other

1 f. iary, the Trustee may rel. upon a written state-
2 ment of such fiduciary as to the amount and propriety
3 of such taxes, interest, penalties, and other costs,
4 and shall be under no duty to see to the application
5 of any funds so paid.

6 (m) The Trustee shall sell assets from
7 Trust "A" to Trust "B" or between the separate Trusts
8 or shares, as may exist from time to time, on such
9 terms and at such fair market values as the Trustee
10 may determine. The Trustee may loan or advance
11 monies which are funds of the Trust Estate from any
12 one of the several trusts or shares to any of the
13 other trusts or shares as may exist from time to
14 time upon such terms, conditions and security as
15 the Trustee may, in its discretion, determine to
16 be fair and reasonable.

17 (n) Upon the death of either Trustor, the
18 Trustee may, within its discretion, purchase assets
19 from the estate of the deceased Trustor at a fair
20 value. The propriety of the purchase, the amount
21 of such assets purchased, and the ascertainment of
22 fair value shall be solely within the discretion of
23 the Trustee, and the Trustee shall incur no liability
24 as a result of such purchase or purchases whether
25 or not such assets constitute investments which may
26 ordinarily be made by Trustees. At its discretion,
27 the Trustee may loan monies which are funds of the
28 Trust Estate to the estate of the deceased Trustor,
29 upon such terms as the Trustee and the personal
30 representative of the deceased Trustor may agree.

31 (o) The Trustee shall have the power to
32 budget the estimated income and expenses of the

1 I st in such manner as to equ lize, as far as
2 possible, periodic income payments to the
3 beneficiaries.

4 (p) The Trustee shall not at any time be
5 required to make any accounting of the administration
6 of the Trust Estate to any court or public authority
7 whatsoever. Any and all accounting shall be made
8 to the beneficiaries of the Trust or to the legal
9 guardian or conservator of any beneficiary who
10 has not reached the age of majority, or who has
11 been declared incompetent.

12 (q) For the purposes of allocation thereof
13 between the Trusts, as hereinabove provided in
14 Paragraph SIX, for the purpose of determining
15 the nature and character of the property in the
16 event the Trust is terminated or partially revoked
17 and assets distributed to the Trustors, and for
18 tax purposes, it is the express intent of the
19 Trustors, that in the event either of the Trustors
20 hereafter acquire any separate or community pro-
21 perty and transfer the same to this Trust, said
22 separate or community property shall retain its
23 status as separate or community property subsequent
24 to the time it is transferred to this Trust. In
25 the event that any separate or community property
26 is at any time hereafter transferred out of the
27 Trust, it shall retain its character as separate or
28 community property subsequent to being transferred
29 out of the Trust.

30 EIGHT: The Trustors declare that all property in
31 which they have an interest or which stands in the name of KENT
32 WHIPPLE, a/k/a KENT O'NEIL WHIPPLE, and/or JANE WHIPPLE, a/k/a

1 JANE ELEANOR R. WHIPPLE, is wholly community property under the
2 laws of the State of Nevada, irrespective of the manner in which
3 record title is held, or has been held prior to the transfer to
4 the Trustee under this Trust.

5
6 NINE: The primary purpose of this instrument is to
7 provide for the income beneficiaries, and the rights and interests
8 of remaindermen are subordinate to that purpose. The provisions
9 of this instrument shall be construed liberally in the interests
10 of and for the benefit of the income beneficiaries.

11
12 TEN: Upon the resignation, inability to act, or
13 death of JANE WHIPPLE, then KENT WHIPPLE shall act as the sole
14 Trustee. Upon the resignation, inability to act, or death of
15 KENT WHIPPLE, then JANE WHIPPLE and KEITH MURRAY WHIPPLE shall
16 act as Successor Co-Trustees. Upon the resignation, inability
17 to act, or death of both of the original Trustees, then KEITH
18 MURRAY WHIPPLE shall act as the sole Successor Trustee. Upon the
19 resignation, inability to act, or death of KEITH MURRAY WHIPPLE,
20 then the FIRST NATIONAL BANK OF NEVADA shall act as the Successor
21 Trustee.

22 The individual Successor Co-Trustees shall be
23 entitled to compensation for their services, which shall be the
24 compensation normally charged by corporate trustees under similar
25 circumstances. The individual Trustees named herein shall serve
26 without bond.

27 Each Successor Co-Trustee must at all times be
28 fully informed of each and every official act performed by the
29 other Trustees and must be furnished with an accounting of all in-
30 come, expenditures and activities of the Trust at least quarterly.
31 Each Co-Trustee at all times shall have the right to examine any
32 and all Trust books of account, reports, files and papers of every

1 nature whatsoever. Any individual Co-Trustee shall have the
2 right to demand a complete audit of the Trust by an independent
3 firm of Certified Public Accountants at the expense of the Trust
4 at any time or from time to time, without the consent of the other
5 Co-Trustees, and this power shall not be subject to arbitration.

6 The concurring vote of two (2) Co-Trustees shall be
7 necessary for the Trustees to act hereunder, when there are two
8 (2) Co-Trustees. In the event of a disagreement at any time
9 when there are only two (2) Co-Trustees, then the dispute shall be
10 submitted to arbitration in accordance with the Uniform Arbitration
11 Act of the State of Nevada.

12 ELEVEN: As used in this Trust, the singular shall be
13 deemed to include the plural, and the masculine, feminine, or
14 neuter shall be deemed to include each of the other two genders.

15 TWELVE: This Agreement has been delivered in the State
16 of Nevada. The laws of the State of Nevada shall govern the
17 validity and interpretation and administration thereof, notwith-
18 standing the residence in another jurisdiction of the Trustors or
19 of any other beneficiary hereunder.

20 THIRTEEN: As used throughout this instrument, the
21 term "issue" shall include any children of the Trustors, who may
22 hereafter be born or legally adopted, and shall include children
23 adopted by any descendant and their descendants by birth or
24 adoption.

25 IN WITNESS WHEREOF, we have hereunto set our hands this
26 17 day of March, 1969.

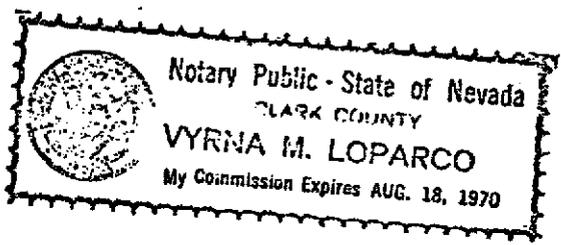
27 TRUSTORS:
28 Kent Whipple
29 KENT WHIPPLE, a/k/a KENT O'NEIL WHIPPLE
30 Jane Whipple
31 JANE WHIPPLE, a/k/a JANE ELEANOR R. WHIPPLE

32 Jane Whipple
JANE WHIPPLE

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STATE OF NEVADA }
COUNTY OF CLARK } ss.

On this 17th day of March, 1969, before me, the under-
signed, a Notary Public in and for said County and State, person-
ally appeared KENT WHIPPLE and JANE WHIPPLE, husband and wife,
known to me to be the persons described in and whose signatures
are subscribed to the within Trust Agreement as "TRUSTORS", and
jointly acknowledged to me that they executed the same freely
and voluntarily and for the uses and purposes therein mentioned.



Vyrna M. Loparco
NOTARY PUBLIC in and for
said County and State

SUPPLEMENTAL TRUST AGREEMENT

THIS SUPPLEMENTAL TRUST AGREEMENT is entered into between KENT WHIPPLE, also known as KENT O'NEIL WHIPPLE, and JANE WHIPPLE, also known as JANE ELEANOR R. WHIPPLE, also known as BETTY JANE WHIPPLE, his wife, hereinafter referred to as the "Trustors" or separately as "Husband" and "wife" respectively, and KENT WHIPPLE and JANE WHIPPLE, hereinafter jointly referred to as the "Trustee".

WHEREAS these Trustors entered into a Trust Agreement dated March 17, 1969 and wish to hereby modify certain terms of the trust, and as modified to ratify, confirm and readopt said trust and all actions heretofore taken by the Trustors and Trustee.

NOW THEREFORE, pursuant to the express powers reserved in said Trust Agreement of March 17, 1969, the following amendments and modifications are hereby made to said Trust Agreement:

FIRST: Article "SIX": (d) is hereby amended to read as follows:

"(d) Upon the death of either Trustor, the Trustee shall divide the trust estate into two (2) trusts, hereinafter called Trust "A" and Trust "B", which shall constitute separate trusts and shall be held and administered as such. At the Trustee's discretion the assets of the trust estate to be divided pursuant hereto may be divided and allocated in kind, by undivided interest, by actual division, or by any combination of such methods of division."

SECOND: Article "SIX": (d) is hereby amended to read as follows:

"(e) There shall be placed in Trust "A":

(1) The surviving Trustor's share of the community property subject to the terms of this Trust.

(2) Out of the other assets subject to the terms of this Trust, including the decedent's share of the community property in this Trust and those received

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ATTORNEYS AND COUNSELORS
830 IOANO STREET
ELKO, NEVADA 89801

by the Trustee upon or by reason of the death of the first Trustor to die, the Trustee shall add to Trust A the fractional share of said assets which is equal to the maximum marital deduction allowed for Federal Estate Tax purposes in the estate of said deceased Trustor, less the value of all assets or interest which pass or have passed to the surviving Trustor other than by the terms of this Trust, and which qualify for marital deduction in the estate of said decedent.

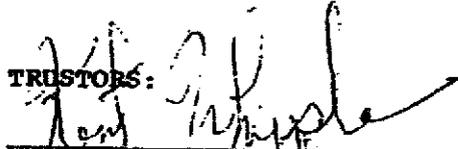
(3) In making the computations and the allocations of property to Trust "A" required by the preceding paragraphs (1) and (2), the determination of the character and ownership of property and the value thereof shall be as finally established for Federal Estate Tax purposes in said decedent's estate.

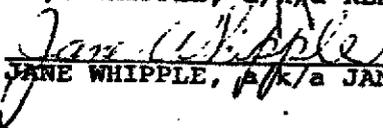
(4) All of the rest, residue and remainder of the assets subject to the terms of this Trust shall be allocated to Trust "B".

THIRD: As hereby amended and modified the Trust Agreement dated March 17, 1969 made by the undersigned Trustors and Trustee, and all actions of the Trustors and Trustees hereunder to date is hereby ratified, confirmed, approved, agreed to and said Trust Agreement as herein modified and amended shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 30th day of January, 1977.

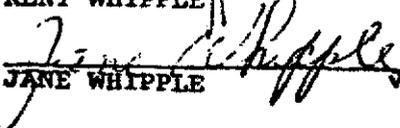
TRUSTORS:


KENT WHIPPLE, a/k/a KENT O'NEIL WHIPPLE


JANE WHIPPLE, a/k/a JANE ELEANOR R. WHIPPLE

TRUSTEE:


KENT WHIPPLE


JANE WHIPPLE

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890 FRANK STREET
ELKO, NEVADA 89801