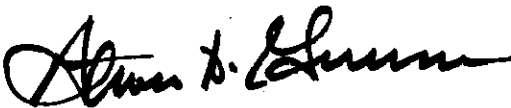


1 NEOJ
2 Elliot S. Blut, Esq.
3 Nevada Bar No. 6570
4 ECOFF, BLUT & SALOMONS, LLP
5 300 South Fourth Street, Suite 701
6 Las Vegas, NV 89101
7 Telephone (702) 384-1050
8 Facsimile (702) 384-8565
9
10 Attorneys for Plaintiff,
11 Emil Frei, III



CLERK OF THE COURT

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 EMIL FREI, III, an individual,
11
12 Plaintiff

CASE NO. A-09-588750-C
DEPT. NO. I

13 v.

NOTICE OF ENTRY OF ORDER

14 PUBLIC COMPANY MANAGEMENT
15 CORPORATION, a Nevada corporation;
16 STEPHEN M. BROCK, an individual, DOES
17 I through X, and ROE CORPORATIONS XI
18 through XX, inclusive, inclusive,
19 Defendants.

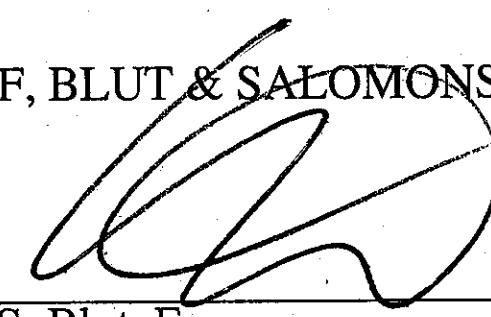
20 **NOTICE OF ENTRY OF STIPULATION AND ORDER FOR DISMISSAL**

21 PLEASE TAKE NOTICE that on the 21st day of April, 2011, a Stipulation and Order to
22 Dismiss With Prejudice was entered in the above captioned matter, a copy of which is attached
23 hereto as Exhibit "A."

24 DATED this 22 day of April, 2011

ECOFF, BLUT & SALOMONS, LLP

25 By:



26 Elliot S. Blut, Esq.
27 NEVADA BAR No. 6570
28 300 South Fourth Street, Suite 701
Las Vegas, Nevada 89101
Attorneys for Emil Frei, III

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Ecoff, Blut & Salomons, LLP and that on the 22 day of April, 2011, I caused a correct copy of the **NOTICE OF ENTRY OF STIPULATION AND ORDER FOR DISMISSAL** to be served as follows:

☒ by placing same to be deposited in the United States mail in a sealed envelope, postage prepaid:

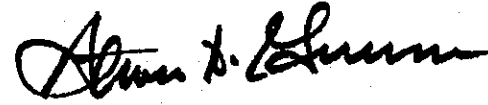
Eunice M. Morgan, Esq.
William R. Urga, Esq.
Jolley Urga Wirth Woodbury & Standish
3800 Howard Hughes Parkway
Wells Fargo Tower, 16th Floor
Las Vegas, NV 89169

☐ pursuant to EDCR 7.26, to be sent via facsimile; and/or

☐ to be hand-delivered; to the attorneys listed below at the address and/or facsimile number indicated below:


An employee of Blut & Campain, A.P.C.

Exhibit "A"



CLERK OF THE COURT

1 Elliot S. Blum, Esq.
2 Nevada Bar No. 6570
3 ECOFF, BLUM & SALOMONS, LLP
4 300 South Fourth Street, Suite 701
5 Las Vegas, NV 89101
6 Telephone (702) 384-1050
7 Facsimile (702) 384-8565

8 Attorneys for Plaintiff,
9 Emil Frei, III

DISTRICT COURT

CLARK COUNTY, NEVADA

10 EMIL FREI, III, an individual,
11 Plaintiff

CASE NO. A-09-588750-C
DEPT. NO. I

12 v.

13 PUBLIC COMPANY MANAGEMENT
14 CORPORATION, a Nevada corporation;
15 STEPHEN M. BROCK, an individual, DOES
16 I through X, and ROE CORPORATIONS XI
17 through XX, inclusive, inclusive,
18 Defendants.

STIPULATION AND ORDER TO DISMISS WITH PREJUDICE

19 Plaintiff, Emil Frei, III, by and through his attorneys, Ecoff, Blum & Salomons, LLP, and
20 Defendants, Public Company Management Corporation and Stephen M. Brock, by and through
21 their attorneys, Jolley, Urga, Wirth, Woodbury & Standish, stipulate and agree as follows:

22 //

23 //

24 //

25 //

26 //

27 //

28 //

<input type="checkbox"/> Voluntary Dis	<input checked="" type="checkbox"/> Stip Dis	<input type="checkbox"/> Sum Jdgmt	FINAL DISPOSITIONS <input type="checkbox"/> Time Limit Expired <input type="checkbox"/> Dismissed (with or without prejudice) <input type="checkbox"/> Judgment Satisfied/Paid in full
<input type="checkbox"/> Involuntary (stat) Dis	<input type="checkbox"/> Stip Jdgmt	<input type="checkbox"/> Non-Jury Trial	
<input type="checkbox"/> Jdgmt on Arb Award	<input type="checkbox"/> Default Jdgmt	<input type="checkbox"/> Jury Trial	
<input type="checkbox"/> Mtn to Dis (by delt)	<input type="checkbox"/> Transferred		


1 IT IS HEREBY STIPULATED AND AGREED that the above captioned matter and all
2 claims of any kind or nature be dismissed with prejudice, each party to bear their own attorney
3 fees and costs.

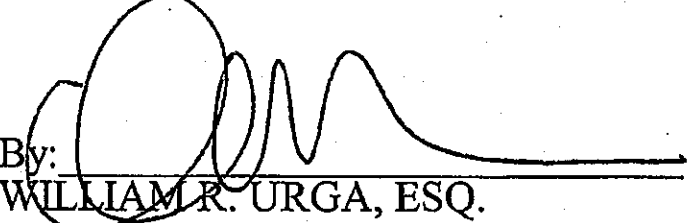
4
5 DATED this 11th day of April, 2011

DATED this 11th day of April, 2011

6
7 ECOFF, BLUT & SALOMONS, LLP

JOLLEY, URGAL, WIRTH, WOODBURY
& STANDISH

8
9 By: 
10 ELLIOT S. BLUT, ESQ.
11 Nevada Bar No. 6570
12 300 South Fourth Street, Suite 701
13 Las Vegas, NV 89101
Attorneys for Plaintiff

By: 
WILLIAM R. URGAL, ESQ.
Nevada Bar No. 1195
EUNICE M. MORAN, ESQ.
Nevada Bar No. 10382
3800 Howard Hughes Parkway
Wells Fargo Tower, 16th Floor
Las Vegas, NV 89169
Attorneys for Defendants

14
15 ORDER

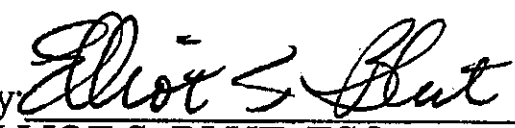
16 IT IS ORDERED that the above captioned matter and all claims of any kind or nature be
17 dismissed with prejudice, each party to bear their own attorney fees and costs.

18
19 DATED this 11 day of April, 2011

20
21 
DISTRICT COURT JUDGE

22 Respectfully submitted by:

23 ECOFF, BLUT & SALOMONS, LLP

24 By: 
25 ELLIOT S. BLUT, ESQ.
26 Nevada Bar No. 6570
27 300 South Fourth Street, Suite 701
28 Las Vegas, NV 89101
Attorneys for Plaintiff

1 THE COURT: Okay.

2 MS. DWIGGINS: And to the best of our knowledge,
3 they in fact were withheld. However, I have not been able to
4 confirm that one way or another, and therefore cannot
5 represent it.

6 THE COURT: The request would have been made to
7 whom?

8 MS. DWIGGINS: Directly to Jackson National Life.

9 THE COURT: Okay.

10 MS. FREI: Well, let me ask -- go ahead, Dad.

11 DR. FREI: There are many things in there that are
12 -- such as books, paintings, et cetera, that --

13 THE COURT: In the storage?

14 DR. FREI: -- are in the storage unit, in those
15 three facilities.

16 MR. BLUT: Well, she's going to get you into the one
17 tomorrow.

18 MS. FREI: She's going to do her best to let us go
19 look at your stuff tomorrow, Dad. Not the stuff in Maryland,
20 but the stuff here.

21 THE COURT: So the question is is it agreeable and
22 is there agreement that -- and that will be confirmed, that
23 the request was made to the Jackson National Bank [sic] to
24 withhold taxes?

25 MS. DWIGGINS: Jackson National Life, correct.

1 MR. URGAL: Life insurance.

2 THE COURT: Jackson National Life Insurance to
3 withhold taxes. That's an affirmative representation that's
4 being made as part of this.

5 MS. FREI: And this is all new to me, and if the
6 taxes aren't withheld, he then really is left with virtually
7 no cash to live on. So my question to you is what happens if
8 the taxes weren't withheld? We're only talking about his
9 getting about \$280,000 in cash.

10 THE COURT: Well, it sounds like we don't really
11 have a deal, then. If I'm understanding, what you're saying
12 is you have real questions and you're not -- you're not able
13 to put a settlement on the record at this point. Is that what
14 you're telling me?

15 MS. FREI: I --

16 THE COURT: All right. Bring the jury in. We're
17 going to trial.

18 MR. URGAL: Unbelievable.

19 MS. FREI: Am I wrong? I mean --

20 MR. BLUT: They made the representation.

21 MS. FREI: I don't know what that means.

22 MR. BLUT: Well, they're saying that they asked for
23 it.

24 MS. FREI: Well, what if it didn't happen, Elliot?
25 Then Dad has nothing.

1 MR. BLUT: Well, I know. But then we really don't
2 -- don't have any settlement.

3 MS. FREI: Well, just -- I don't know what to tell
4 you.

5 (Court recessed at 2:46 p.m., until 2:53 p.m.)

6 (Jury is present)

7 (Continued testimony of Stephen Brock - not transcribed)

8 (Court recessed at 4:02 p.m., until 4:17 p.m.)

9 (Jury is not present)

10 THE COURT: All right. I understand the parties
11 think they have it settled. But, folks, we have -- we have
12 stopped this trial in the middle twice now for hours on end on
13 a trial that we had a set time frame which we gave to this
14 jury, and they've been sitting out there cooling their heels,
15 and the clock is running, and we may or may not get done in
16 time. I am not willing to hold off any longer. We're going
17 to try this case or you're going to settle it, but we're not
18 going to kind of do some of one and some of the other.

19 Now, if you're ready to settle the case and you can
20 put it on the record quickly, let's do it. Otherwise, we'll
21 bring the jury in, we'll try through the end of the day, and
22 then we'll see whether we can put it on the record.

23 MR. URGAS: Your Honor, the one issue that was
24 outstanding is whether the taxes were withheld on the
25 liquidation of the Jackson Life and the Pacific Life insurance

1 for 2009, and we have confirmed that the taxes were withheld.

2 THE COURT: All right. Is that agreeable?

3 MR. BLUT: It's agreeable with that representation,
4 Your Honor. That was the last piece.

5 THE COURT: All right. And is that the end of the
6 -- of putting it -- spreading the settlement on the record?

7 MR. BLUT: Yes. As long -- I'm sure we can piece
8 together, Your Honor, what we've put on before and now. That
9 was the last piece.

10 THE COURT: All right. Now, what the parties need
11 to understand, though, is that if we're going to stop this
12 trial -- I take it what you're saying is this case is settled
13 and you want to stop the trial.

14 MR. URGAS: This case is settled, Your Honor.

15 THE COURT: If we're going to stop this trial, it
16 needs to be that everyone understands that even though we are
17 going to wait and you're going to boil it down into writing
18 signed by the parties, which is the proper way to do it.
19 There has been spread on this record understanding as to what
20 the settlement is. My position has always been that when that
21 happens that becomes a binding settlement agreement now. I
22 understand that there may be problems crop up because you
23 can't give it all the fine touches and there are things that
24 will have to be said. But my position is that this is a
25 binding settlement agreement as of now and that if a party

1 desires to seek enforcement of that settlement agreement,
2 they're free to do so just based on the record that's here
3 today.

4 Now, it will be a binding settlement agreement if
5 the individuals involved indicate on the record that that is
6 their understanding and that they wish to settle the case on
7 those terms.

8 I will ask you, Mr. Brock, is that your
9 understanding and do you wish to settle the case on those
10 terms?

11 MR. BROCK: Yes, it is, Your Honor. And I do.

12 THE COURT: All right. Mr. Frei, is that your
13 understanding of the settlement terms and is it your desire to
14 settle this case on those terms that have been spread upon the
15 record?

16 DR. FREI: Yes.

17 THE COURT: All right. And the attorneys know this,
18 but the rest of the folks don't. We not only have somebody
19 back here making notes, but our record is -- there are video
20 cameras all around here, and that constitutes the record of
21 not only the trial, but now of the settlement agreement. It
22 appears to me that there has been a settlement here, and,
23 accordingly, we will end this trial.

24 I congratulate the parties. I hope that my firming
25 up here is not misconstrued. We have an important matter of a

1 jury trial here with jurors sitting around. And we're free to
2 settle it at any point that you want to, but we're not going
3 to spend multiple times talking about it and not doing it and
4 then think that we're going to finish a trial on time.

5 MR. URGAL: Your Honor, I think we still would have
6 finished the trial on time; but thank goodness we were able to
7 get it settled.

8 THE COURT: I put that in the same category as
9 attorneys that tell me that they'll be brief. I've seen it
10 breached more often than I've seen it adhered to.

11 MR. URGAL: That's my best understanding today.
12 How's that?

13 THE COURT: Are the parties agreeable, then, for me
14 to bring the jury in --

15 MR. URGAL: Absolutely.

16 THE COURT: -- and announce to them that the
17 matter's been settled?

18 MR. URGAL: Absolutely.

19 MR. BLUM: Yes, Your Honor.

20 THE COURT: All right. Let's bring the jury.

21 (Jury reconvened at 4:22 p.m.)

22 (Jury thanked and discharged and
23 proceedings concluded at 4:26 p.m.)

24

25

* * * * *

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

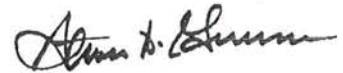
FLORENCE HOYT
Las Vegas, Nevada 89146

Florence M. Hoyt

FLORENCE HOYT, TRANSCRIBER

4/3/10

DATE



CLERK OF THE COURT

ORDR

DANA A. DWIGGINS, ESQ.

Nevada Bar No. 7049

ddwiggins@sdfnlaw.com

SOLOMON DWIGGINS FREER & MORSE, LTD.

Cheyenne West Professional Centre

9060 W. Cheyenne Avenue

Las Vegas, Nevada 89129

Telephone: (702) 853-5483

Fax: (702) 853-5485

Attorneys for STEPHEN BROCK,

Trustee of the Adoria S. Frei Trust - 1999

DISTRICT COURT**CLARK COUNTY, NEVADA**

In the Matter of)

Case No.: P-09-065235-E

ADORIA S. FREI TRUST - 1999, dated,)
September 14, 1999)

Dept No.: PC1

Date of Hearing: June 4, 2010

Time of Hearing: 9:30 p.m.

ORDER APPROVING SETTLEMENT AGREEMENT

This matter came on before Probate Commissioner Wesley Yamashita for a status hearing on June 4, 2010, regarding settlement between the parties relating to the Adoria Frei Trust - 1999, dated September 14, 1999, as amended, and the Estate of Adoria Frei. Dana A. Dwiggins, Esq., of the law firm SOLOMON DWIGGINS FREER & MORSE, LTD., appeared as counsel for Stephen Brock, Trustee of the Adoria Frei Trust - 1999, dated September 14, 1999, as amended; and Christopher J. Phillips, Esq., of the law firm TRENT, TYRELL & PHILLIPS, appeared as counsel for Peter Brock, the Personal Representative of the Estate of Adoria Frei. The Court hearing the representations of counsel and having reviewed the pleadings and attachments thereto, including that certain Minute Order entered by the Honorable Judge Kenneth C. Cory in Case No. A-09-588750-C, the Court finds as follows:

1. On March 31, 2010, the parties, namely Stephen Brock, individually, as the prior attorney in fact for Emil Frei, III and Adoria Frei, and as beneficiary and Successor Trustee of the Adoria Frei Trust, the Adoria Trust, and Public Company Management Corporation and its affiliates and subsidiaries, Emil Frei, III, individually and as beneficiary of the Adoria Frei Trust, beneficiary of the Estate of Adoria Frei, as Trustee and as beneficiary of the Emil Frei, III Trust, 1999 Trust, as amended ("Emil Frei Trust"), Emil

1 Frei, IV, as attorney in fact for Emil Frei, III, Lawrence Howe, individually, and Emil Frei, IV, Nancy Frei,
2 Elizabeth Frei, Judith Frei and Nancy Frei, individually and in their capacities as beneficiaries of the Emil
3 Frei Trust, reached a global settlement agreement pertaining to the instant action as well as Eighth Judicial
4 District Court Case Nos. A-09-588750-C, A-10-A609292-C and A-10-607772-C. The substantive terms
5 of the settlement agreement were placed on the record in open court before the Honorable Kenneth C. Cory
6 and became the subject of a minute order ("Settlement Agreement"). A copy of the transcript of such minute
7 order was submitted to this Court for approval. The substantive terms of the agreement are as follows:

8 a. The Emil Frei Trust shall receive assets in the total amount of \$400,000 consisting
9 of (i) the Bank of America Investment Account Nos. L56-070602 and L56-070610, less the PCMC stock
10 held in such accounts which shall be assigned to the Adoria Trust; Stephen Brock represents that such
11 account has an approximate balance of \$190,000, as of the March 2010, statement, less the value of the
12 PCMC stock; (ii) the surrender value of a New York Life Insurance Policy 43 926 238 with a death benefit
13 of \$180,000 (the current cash value of which is approximately \$140,000); and (iii) to the extent the
14 foregoing amounts are less than \$400,000, the difference in such amount shall be paid from Snell Wilmer,
15 LLP's Trust Account. All remaining amounts held in Snell Wilmer, LLP's Trust Account shall be paid to
16 the Adoria Frei Trust. Dr. Frei shall cooperate, if necessary, in surrendering the foregoing life insurance
17 policy.

18 b. Subject to Paragraph 1(d) herein, Stephen Brock, individually, will pay a total sum
19 in the amount of \$175,000 to the Emil Frei Trust. Said amount shall be treated as repayment of any loan
20 made by the Adoria Frei Trust to Stephen Brock.

21 c. Subject to Paragraph 1(d) herein, Stephen Brock, individually, will pay a total sum
22 in the amount of \$150,000 to the Emil Frei Trust and Stephen Brock, individually and/or the Adoria Frei
23 Trust will pay an additional sum of \$90,000 to the Emil Frei Trust, for a total of \$240,000.

24 d. The amounts set forth in Paragraphs 1(b) and 1(c) herein, shall be paid with interest
25 commencing on June 1, 2010, at the rate of prime interest plus one percent per annum, payable over the
26 course of three (3) years at \$5,000 per month, with the outstanding balance paid on May 31, 2013, unless
27 otherwise paid sooner. Said amount shall be secured by Stephen Brock's interest in The Frei Irrevocable
28 Trust, dated October 29, 1996 ("Joint Life Insurance Trust"), which shall not be disclaimed by Stephen

1 Brock. Stephen Brock represents that he has not previously assigned or otherwise disclaimed his interest
2 under said life insurance trust. In the event the joint life insurance policy held by the Joint Life Insurance
3 Trust is sold, then any amounts received by Stephen Brock pursuant to the terms of the Joint Life Insurance
4 Trust may, in the sole discretion of Stephen Brock, be applied to the then outstanding principal balance, or
5 in the event Stephen Brock elects not to apply such amount to the then outstanding principal, Stephen Brock
6 shall provide adequate replacement security for the then outstanding principal balance. In the event Stephen
7 Brock defaults on any payments there shall be imposed a penalty in the amount of five percent per annum
8 of such defaulted payment.

9 e. Stephen Brock, individually, will pay an additional sum in the amount of \$100,000
10 to the Emil Frei Trust. Said amount shall be repaid with interest at the rate of six percent per annum,
11 payable over the course of one (1) year at \$5,000 per month, with the first payment and interest commencing
12 on June 1, 2013, and the outstanding balance paid on May 31, 2014, unless otherwise paid sooner.

13 f. Stephen Brock, individually, will pay an additional sum in the amount of \$100,000
14 to the Emil Frei Trust. Said amount shall be repaid with interest at the rate of six percent per annum,
15 payable over the course of one (1) year at \$5,000 per month, with the first payment and interest commencing
16 on June 1, 2014, and the outstanding balance paid on May 31, 2015, unless otherwise paid sooner.

17 g. All real property held in the name of Emil Frei, III, Adoria Frei and/or the Adoria Frei
18 Trust, including but not limited to certain real property located at 5780 El Camino Road, Las Vegas, Nevada,
19 10802 Kenilworth Avenue, Garrett Park, including the home and the lot, and 401 Grosvenor Place,
20 Rockville, shall remain in the Adoria Frei Trust. The Adoria S. Frei Trust shall make reasonable efforts
21 to refinance such properties so as to remove Emil Frei, III's name from any loans thereon, if any. In the
22 event there is a foreclosure on the El Camino property that results in a deficiency judgment against Emil
23 Frei, III, individually, said amount shall be paid from Stephen Brock's interest in the Joint Life Insurance
24 Trust, which shall not be disclaimed by Stephen Brock.

25 h. Emil Frei, III shall be responsible for any and all fees and costs incurred by Fredrick
26 Waid, Esq., as the Guardian Ad Litem for Emil Frei, III, including but not limited to fees incurred by
27 Hutchison & Steffen on his behalf.

28 i. The outstanding 2008 tax liability relating to the 1040 filed on behalf of Emil Frei,

1 III and Adoria Frei shall be equally split between Emil Frei, III and the Adoria Frei Trust, provided, however,
2 that the Adoria Frei Trust shall be entitled to make payments on such tax liability.

3 j. Emil Frei, III's interest in certain litigation involving Grand Canyon Construction and
4 Development and Stagecoach Homes, LLC, in Case No. A520276, shall be assigned by Emil Frei, III to
5 Stephen Brock, individually.

6 k. Neither Emil Frei, III, Elizabeth Frei, Emil Frei, IV, Judith Frei, Lawrence Howe,
7 Nancy Frei and/or Alice Frei shall directly or indirectly disparage Stephen Brock, Public Company
8 Management Corporation, Go Public Today, or any of their affiliates or subsidiaries, and shall not file or
9 make any complaint or cause to be filed or make any complaint by any other third party with the Security
10 Exchange Commission or any other governmental agency, state or federal, relating to Public Company
11 Management Corporation, Go Public Today, or any of their affiliates or subsidiaries. Emil Frei, III,
12 Elizabeth Frei, Emil Frei, IV, Judith Frei, Lawrence Howe, Nancy Frei and/or Alice Frei additionally
13 represent that any complaints or inquiries previously made by any of them, either directly or indirectly, to
14 any other governmental agency, state or federal, will be withdrawn and no further complaints or inquiries
15 will be made by any of them, either directly or indirectly. To the extent any costs are incurred by Stephen
16 Brock, Public Company Management Corporation, Go Public Today, or any of their affiliates or subsidiaries
17 subsequent to the Settlement as a result of any complaint or inquiry made to any governmental agency, state
18 or federal, then such costs shall be deducted from the amounts owed or paid by Stephen Brock pursuant to
19 the terms of the Settlement. Any previously assessed costs are not included in this paragraph.

20 l. Except as to the terms provided herein, Stephen Brock, individually, as the prior
21 attorney in fact for Emil Frei, III and Adoria Frei, and as beneficiary and Successor Trustee of the Adoria
22 Frei Trust, any and all of his heirs, the Adoria Trust, and Public Company Management Corporation and its
23 affiliates and subsidiaries, on the one hand, and Emil Frei, III, individually and as beneficiary of the Adoria
24 Frei Trust, beneficiary of the Estate of Adoria Frei, as Trustee and as beneficiary of the Emil Frei, III Trust,
25 1999 Trust, as amended, Emil Frei, IV, as attorney in fact for Emil Frei, III, Lawrence Howe, Emil Frei, IV,
26 Nancy Frei, Elizabeth Frei, Judith Frei and Alice Frei, and any and all of their heirs, on the other hand, shall
27 be granted a full mutual general release as to one another as to any matters concerning the Adoria Frei Trust,
28 the Emil Frei Trust, Adoria Frei and/or Emil Frei, III and Case Nos. P-09-065235-E, A-09-588750-C, A-10-

1 A609292-C and A-10-607772-C.

2 m. Emil Frei, III shall waive any further interest in the Adoria Frei Trust, including any
3 right to receive an accounting of such trust, and shall no longer be considered a beneficiary.

4 n. The interest or collateral payments on the joint life insurance policy on the life of Emil
5 Frei, III held by the Joint Life Insurance Trust with a death benefit of approximately \$8 million shall be paid
6 equally by Emil Frei, III and/or any of his children, on the one hand, and the Adoria Frei Trust and/or any
7 of Adoria Frei's children, on the other hand. It is represented that the current interest and collateral
8 payments are approximately \$30,000 per year. In the event premiums are due on such policy, the parties
9 shall cooperate with one another in making such payments and the trustee(s) shall be authorized to make
10 reasonable efforts to obtain premium financing and/or other financing in order to make such payments. In
11 the event any payments due under the policy are made disproportionate by any beneficiary, then said
12 beneficiary shall be entitled to reimbursement of said amount from the gross proceeds of the life insurance
13 policy. Emil Frei, III and/or his children shall be responsible for the premium or interest payments on the
14 single life insurance policy held in The Emil Frei, III Irrevocable Trust, October 29, 1996.

15 o. All proceedings currently pending before the Probate Court relating to the Adoria Frei
16 Trust, Case No. P065235-T, shall be dismissed with prejudice.

17 p. Any and all actions initiated by and against Stephen Brock, Public Company
18 Management Corporation, Emil Frei, III and/or his children in Case Nos. A-09-588750-C, A-10-A609292-C
19 and A-10-607772-C shall be dismissed with prejudice.

20 q. Stephen Brock shall waive any and all interest in the Emil Frei Trust.

21 r. Stephen Brock, Public Company Management Corporation, NEDAB, or any of their
22 affiliates, shall not use Emil Frei, III's name or likeness in any manner.

23 s. The parties consent to the filing of petition(s) in the Probate Court, to the extent
24 necessary, to confirm the Settlement and to confirm that Stephen Brock, individually, shall not disclaim or
25 otherwise assign his interest in the Joint Life Insurance Trust.

26 t. Stephen Brock will cooperate to provide Emil Frei, III with keys to the storage
27 facilities in Nevada and Maryland that contain Emil Frei, III's personal property. Stephen Brock represents
28 that the items from Emil Frei, III's Las Vegas residence were packed by a professional moving company and

1 placed in storage and that he has not removed any items from either storage facilities. Stephen Brock
2 additionally will provide a copy of any inventory list of the storage facility to Emil Frei, III. Stephen Brock
3 represents to the best of his knowledge that a certain urn and mosaic table are contained within the Maryland
4 storage; however, he has not been to Maryland to see such items but he will contact Peter Brock to see if the
5 urn and mosaic table were taken from the condominium and placed in storage.

6 u. Stephen Brock represents that taxes were withheld from the amounts liquidated or
7 withdrawn from Jackson National Life Insurance Company and Pacific Life Annuity in 2009.

8 2. That the Estate of Adoria Frei shall be granted a full general release by Emil Frei, III, Emil
9 Frei, IV, Nancy Frei, Elizabeth Frei, Judith Frei and Nancy Frei.

10 3. The parties have engaged in substantial litigation involving the Adoria Frei Trust, and entered
11 into the Settlement Agreement to settle and compromise the issues between them.

12 4. That it is in the best interests of the Adoria Frei Trust and the Estate of Adoria Frei to enter
13 into a compromise with regard to the subject matter of the Settlement Agreement upon the terms and
14 conditions set forth herein.

15 5. That, as of June 1, 2010, Dana Dwiggins, Esq. is in the possession of a check issued by
16 Stephen Brock made payable to the Emil Frei Trust in the amount of \$5,000 and that, upon entry of this
17 Court's order, Ms. Dwiggins shall cause such check to be delivered to counsel for Emil Frei, III.

18 6. That no term of the Settlement Agreement shall be construed as a release of any claim John
19 Brock, Peter Brock, Vincent Brock and/or Francis Brock may have against Stephen Brock relating to the
20 Adoria Frei Trust and the Order of this Court further shall not operate as claim preclusion or issue preclusion
21 of any subsequent action initiated by John Brock, Peter Brock, Vincent Brock and/or Francis Brock, if any,
22 against Stephen Brock relating to the Adoria Frei Trust.

23 Good cause appearing therefore,

24 IT IS HEREBY ORDERED that the Settlement Agreement, as set forth in the Minute Order entered
25 before the Honorable Judge Kenneth C. Cory on March 31, 2010, a copy of which is attached hereto as
26 Exhibit 1 and as further set forth herein as Paragraphs 1(a) through 1(u) shall be, and is hereby, approved
27 and confirmed by this Court and the terms thereof are incorporated as a part of this Order as if fully set forth
28 herein.

1 IT IS HEREBY FURTHER ORDERED that, pursuant to the Settlement Agreement of the parties
2 as set forth in the Minute Order entered by the Honorable Judge Kenneth C. Cory on March 31, 2010,
3 Stephen Brock, individually, as the prior attorney in fact for Emil Frei, III and Adoria Frei, and as beneficiary
4 and Successor Trustee of the Adoria Frei Trust, and any and all of their heirs, the Adoria Trust, and Public
5 Company Management Corporation and its affiliates and subsidiaries, on the one hand, and Emil Frei, III,
6 individually and as beneficiary of the Adoria Frei Trust, beneficiary of the Estate of Adoria Frei, as Trustee
7 and as beneficiary of the Emil Frei, III Trust, 1999 Trust, as amended, Emil Frei, IV, as attorney in fact for
8 Emil Frei, III, Lawrence Howe, Emil Frei, IV, Nancy Frei, Elizabeth Frei, Judith Frei and Alice Frei, and
9 any and all of their heirs, on the other hand, shall be, and hereby are, granted a full mutual general release
10 as to one another as to any matters concerning the Adoria Frei Trust, the Emil Frei Trust, Adoria Frei and/or
11 Emil Frei, III and Case Nos. P-09-065235-E, A-09-588750-C, A-10-A609292-C and A-10-607772-C.

12 IT IS HEREBY FURTHER ORDERED that the Estate of Adoria Frei shall be, and is hereby,
13 granted a full release by Emil Frei, III, Emil Frei, IV, Nancy Frei, Elizabeth Frei, Judith Frei and Alice Frei.
14 as to any matters concerning the Adoria Frei Trust, the Emil Frei Trust, Adoria Frei and/or Emil Frei, III.

15 IT IS HEREBY FURTHER ORDERED that that portion of this Court's Order entered August 4,
16 2009, restraining and enjoining any and all persons from transferring, encumbering, concealing, transmuting
17 or selling the funds or proceeds of funds withdrawn from Bank of America Investment Services Brokerage
18 Account Nos. L56-070602 and L56-070610 shall be vacated.

19 IT IS HEREBY FURTHER ORDERED that Stephen Brock, on behalf of the Adoria Frei Trust
20 and/or Estate of Adoria Frei, Emil Frei, III and/or Emil Frei, IV, as the attorney in fact for Emil Frei, III, shall
21 be authorized and directed to take any and all action necessary to effectuate the terms of the Settlement
22 Agreement, including but not limited to executing any and all documents necessary in order to: (1) surrender
23 the New York Life Insurance Policy No. 43 926 283 so as to allow such amount to be paid to the Emil Frei
24 Trust; and (2) to transfer the PCMC stock held in Bank of America Investments Accounts Nos. L56-070602
25 and L56-070610 to the Adoria Frei Trust and, upon transfer of the same, to thereafter transfer Bank of
26 America Investments Accounts Nos. L56-070602 and L56-070610 to the Emil Trust.

27 IT IS HEREBY FURTHER ORDERED that, upon receipt by the Emil Frei Trust of the assets set
28 forth herein from New York Life Insurance and Bank of America Investments pursuant to the terms of the

1 Settlement Agreement, counsel for Stephen Brock and counsel for Emil Frei, III, shall jointly submit an
2 instruction letter to Snell Wilmer, LLP of the amount necessary, if any, to be transferred to the Emil Frei
3 Trust pursuant to the terms of the Settlement Agreement from the amounts currently held in its trust account
4 on behalf of Emil Frei, III and/or Adoria Frei, with the balance of said trust account being transferred to the
5 Adoria Frei Trust.

6 IT IS HEREBY FURTHER ORDERED that the Petition to Compel Accounting filed by Emil Frei,
7 III shall be dismissed and any hearing on the same shall be vacated.

8 IT IS HEREBY FURTHER ORDERED that all claims asserted by the parties in the proceedings
9 involving the Adoria Frei Trust shall be dismissed with prejudice.

10 IT IS HEREBY FURTHER ORDERED that Fredrick Waid, Esq. shall be released and discharged
11 of his duties as Guardian Ad Litem for Emil Frei, III and any fees incurred by or on behalf of Fredrick Waid,
12 Esq., as Guardian Ad Litem for Emil Frei, III shall be paid by Emil Frei, III.

13 _____ DATED this 17th day of June, 2010.

14 
15
16 DISTRICT COURT JUDGE
17 

18 Submitted By:

19 SOLOMON DWIGGINS FREER & MORSE, LTD.

20 By: 

21 Dana A. Dwigins, Esq.
22 Cheyenne West Professional Centre
23 9060 W. Cheyenne Avenue
24 Las Vegas, Nevada 89129

25 Attorney for STEPHEN BROCK, Trustee of the
26 Adoria S. Frei Trust - 1999
27
28

Approved By:

BLUT & CAMPAIN, APC

By: _____

Elliot S. Blut, Esq.
300 S. Fourth Street, Suite 701
Las Vegas, Nevada 89101

Attorney for EMIL FREI, III

1 Settlement Agreement, counsel for Stephen Brock and counsel for Emil Frei, III, shall jointly submit an
2 instruction letter to Snell Wilmer, LLP of the amount necessary, if any, to be transferred to the Emil Frei
3 Trust pursuant to the terms of the Settlement Agreement from the amounts currently held in its trust account
4 on behalf of Emil Frei, III and/or Adoria Frei, with the balance of said trust account being transferred to the
5 Adoria Frei Trust.

6 IT IS HEREBY FURTHER ORDERED that the Petition to Compel Accounting filed by Emil Frei,
7 III shall be dismissed and any hearing on the same shall be vacated.

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9 involving the Adoria Frei Trust shall be dismissed with prejudice.

10 IT IS HEREBY FURTHER ORDERED that Fredrick Waid, Esq. shall be released and discharged
11 of his duties as Guardian Ad Litem for Emil Frei, III and any fees incurred by or on behalf of Fredrick Waid,
12 Esq., as Guardian Ad Litem for Emil Frei, III shall be paid by Emil Frei, III.

13 _____ DATED this _____ day of June, 2010.

14
15
16 DISTRICT COURT JUDGE

17 Submitted By:


18 SOLOMON DWIGGINS FREER & MORSE, LTD.

19
20 By: _____
21 Dana A. Dwiggins, Esq.
22 Cheyenne West Professional Centre
23 9060 W. Cheyenne Avenue
24 Las Vegas, Nevada 89129

25 Attorney for STEPHEN BROCK, Trustee of the
26 Adoria S. Frei Trust - 1999

Approved By:

BLUT & CAMPAIN, APC

27 By:  _____
28 Elliot S. Blut, Esq.
300 S. Fourth Street, Suite 701
Las Vegas, Nevada 89101

Attorney for EMIL FREI, III

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E. J. Smith
CLERK OF THE COURT

PET

DANIEL V. GOODSSELL, ESQ.

Nevada Bar No: 7356

JENNIFER L. MICHELI, ESQ.

Nevada Bar No. 11210

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Attorneys for Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the

ADORIA S. FREI TRUST - 1999 dated September 14,
1999

) Case No.

) Dept No.

) Hearing Date: 04/17/09

) Hearing Time: 9:30 a.m.

**PETITION TO CONFIRM TRUSTEE TO THE ADORIA S. FREI TRUST—1999
DATED SEPTEMBER 14, 1999, TO ASSUME JURISDICTION
OVER THE TRUST, AND FOR ORDER CONFIRMING THE ASSIGNMENT OF
ACCOUNTS INTO THE TRUST**

Petitioner, STEPHEN M. BROCK, by and through his attorney, Daniel V. Goodsell, Esq., of the firm Goodsell & Olsen, LLP, and pursuant to NRS 164.010 *et seq.*, hereby petitions this Court to confirm the appointment of STEPHEN M. BROCK ("Petitioner") as the Successor Trustee of the Adoria S. Frei Trust – 1999 dated September 14, 1999 (the "Trust"), to assume jurisdiction over the Trust as a proceeding *in rem*, and to issue an order confirming the assignment of accounts to the Trust, and in support thereof alleges as follows:

///

///



GOODSELL & OLSEN

ATTORNEYS AT LAW
10155 W. TWAIN AVE., SUITE 100, LAS VEGAS, NV 89147
(702) 869-6261 TEL - (702) 869-8243 FAX

Statement Of Facts

1. On or about September 14, 1999, Adoria S. Frei ("Adoria") executed several estate planning documents including the declaration of the Trust. (See copy of the Trust attached hereto as "Exhibit "1").

2. On or about February 28, 2003, Adoria executed a first amendment and complete restatement of the Trust. (See copy of the first amendment and complete restatement of the Trust attached hereto as Exhibit "2.") Adoria amended the Trust again on November 10, 2008. (See copy of the second amendment to the Trust attached hereto as Exhibit "3.")

3. Adoria died on January 28, 2009. (See the certified copy of Adoria's death certificate which is attached hereto as Exhibit "4".)

4. Prior to her death, Adoria had been married to Emil Frei, III ("Dr. Frei") for twenty-two years. Dr. Frei is the current beneficiary of the Trust. The contingent, remainder beneficiaries of the Trust are Adoria's children from a prior marriage, namely: STEPHEN MARTIN BROCK, FRANCIS CHRISTOPHER BROCK, PETER AUGUSTINE BROCK, VINCENT dePAUL BROCK, and JOHN CLAVER BROCK. In addition to being remainder beneficiaries of the Trust, Adoria's children were also granted options and rights of first refusal to purchase certain parcels of real estate owned by the Trust. (See the second amendment to the Trust)

5. The vested and contingent beneficiaries of the Trust are as follows:

<u>Name and Address</u>	<u>Age</u>	<u>Relationship to Trustor</u>
Emil Frei, III 5980 El Camino Road Las Vegas, Nevada 89118	Adult	Spouse and Current Beneficiary
John Brock P.O. Box 127 Santa Barbara, CA 93102	Adult	Son and Remainder Beneficiary

Peter Brock
Box 362
Garrett Park, MD 20896

Adult

Son and
Remainder Beneficiary

Stephen Brock
5770 El Camino Road
Las Vegas, NV 89118

Adult

Son and
Remainder Beneficiary

Vincent Brock
15549 La Subida Drive
Hacienda Heights, CA 91745

Adult

Son and
Remainder Beneficiary

Francis Brock
215 Creek Walk Drive
Walkersville, MD 21793

Adult

Son and
Remainder Beneficiary

6. In addition to the Trust at issue in this proceeding, Dr. Frei also created his own revocable living trust also dated September 14, 1999 under which Adoria was the primary beneficiary for the remainder of her life and under which Dr. Frei's five children from his OWN prior marriage are the remainder beneficiaries. In addition, Dr. Frei had created an irrevocable life insurance trust to own which was a permanent life insurance policy on Dr. Frei's life with a death benefit of \$2,800,000.00, of which Dr. Frei's children are the sole beneficiaries. Furthermore, Dr. Frei and Adoria had created another irrevocable life insurance trust to own a joint and survivor life insurance policy with a death benefit of \$8,100,000.00, of which Dr. Frei's five children and Adoria's five children are to receive equal shares.

7. Sometime during the early part of 2008, Adoria and Dr. Frei asked Petitioner (Adoria's son) to assist them in reviewing and finalizing their estate planning. (Note that Petitioner has lived next door to Dr. Frei and Adoria for five years and that he has regularly assisted them with their financial and legal affairs). Adoria and Dr. Frei appointed Petitioner as their attorney-in-fact on April 28, 2008 so that Petitioner could assist them in reviewing their estate planning documents and in funding their respective trusts so that they could avoid probate

1 and minimize their estate taxes. (See Durable Power of Attorney for Assets attached hereto as
2 Exhibit "5").

3
4 8. Upon review of the various trusts that Dr. Frei and Adoria had created during
5 their lifetimes, and upon review of the ownership of Adoria and Dr. Frei's assets, it was
6 discovered that many of their assets were held in joint tenancy and not in their respective trusts
7 and that in the event one of them was to die, the deceased person's children would have no right
8 to inherit the assets held in joint tenancy since such assets would pass to the survivor and then to
9 the survivor's revocable trust under a pour-over will.

10
11 9. Accordingly, Dr. Frei and Adoria instructed Petitioner to begin assigning various
12 accounts to Adoria's Trust so that her children were not unfairly treated after her death. In
13 particular, Dr. Frei and Adoria intended for said amounts to be assigned to Adoria's Trust in
14 order to partially offset the insurance benefit that Dr. Frei's children would receive exclusively
15 under the \$2,800,00.00 permanent insurance policy on Dr. Frei's life.

16
17 10. Shortly after making this request, Adoria became legally incapacitated following
18 a surgical procedure and could no longer serve as Trustee. On December 10, 2008, Dr. Frei,
19 being the named successor Trustee of the Trust, executed a Notice of Declination in which he
20 declined to serve as Trustee of the Trust, a copy of which is attached hereto as Exhibit "6."
21 Upon Dr. Frei's declination, Petitioner became the Successor Trustee of the Trust pursuant to the
22 terms of the second amendment to the Trust.

23
24 11. Petitioner, in his capacity as Dr. Frei and Adoria's attorney-in-fact, executed
25 several documents to transfer the following accounts into the Trust:

- 26
27 a. Bank of America Regular Checking Account No. 0000 8907 5069
28 b. Bank of America Money Market Savings Account No. 0001 7007 5069
c. Bank of America Money Market Savings Account No. 0001 7007 5034
d. Bank of America Interest Checking Account No. 0000 7007 5034
e. Bank of America CD Account No. 910 000 9043 7582

- f. Bank of America CD Account No. 910 001 0623 6046
- g. Banc of America Investment Services Brokerage Account No. L56-070602
- h. Banc of America Investment Services Brokerage Account No. L56-070610
- i. Pacific Life Pacific Value of Annuity Contract No. VR02023221
- j. Pacific Life Pacific Value of Annuity Contract No. VR02026359

(See copies of Assignment of Accounts attached hereto as Exhibit "7".)

12. The aforementioned assignments were each executed by Dr. Frei to the extent that Dr. Frei was a co-owner of the accounts.

13. Petitioner provided the documentation of the aforementioned assignments and transfer of these accounts into the Trust to the respective banking institutions. All the banking institutions have transferred these accounts into the Trust except for Bank of America. The assignments were executed on January 26, 2009, before Adoria passed away, and submitted to Bank of America within one week. However, Bank of America has been dilatory in assigning these accounts to the Trust.

14. In addition, since the date of Adoria's death, Dr. Frei's children have been putting pressure upon him to renounce his assignment of such accounts into Adoria's Trust. In this regard, on information and belief, Dr. Frei has apparently granted a power of attorney to one of his children and that child has executed a directive to Bank of America to block Petitioner's access to the Bank of America accounts that have been assigned to the Trust. Furthermore, on information and belief Dr. Frei or one of his children have removed the funds from one or more of the Bank of America accounts which were assigned to the Trusts.

15. Therefore, Petitioner now seeks an order from this Court confirming that such accounts were properly and legally transferred into the Trust.

///

Argument

16. NRS 164.010(1) provides that "Upon petition of any person appointed as trustee of an express trust by any written instrument other than a will, or upon petition of a settlor or beneficiary of the trust, the district court of the county in which the trustee resides or conducts business, or in which the trust has been domiciled, shall consider the application to confirm the appointment of the trustee and specify the manner in which the trustee must qualify. Thereafter the court has jurisdiction of the trust as a proceeding in rem."

17. NRS 164.015(1) further provides that "[t]he court has exclusive jurisdiction of proceedings initiated by the petition of an interested person concerning the internal affairs of a nontestamentary trust. Proceedings which may be maintained under this section are those concerning the administration and distribution of trust,...including petitions with respect to a nontestamentary trust any appropriate relief provided with respect to a testamentary trust in NRS 153.031."

18. NRS 153.031 provides that a beneficiary of a trust may petition the court regarding any aspect of the affairs of the trust, including "[d]etermining the existence of the trust" (See NRS 153.031(1)(a)), and [d]etermining the existence of ...[a] right" regarding the trust (See NRS 153.031(a)(c)).

19. NRS 164.033 states that a trustee of a trust may petition the court to enter an order declaring that the trustee holds title to property if the interest on such property is either claimed by another person or another person holds title to the property.

20. Pursuant to NRS 164.010, Petitioner brings this petition in his capacity as the current Successor Trustee of the Trust and as a remainder beneficiary of the Trust.

///

WHEREFORE, Petitioners respectfully pray for the following:

1. That this Court confirm STEPHEN M. BROCK as the Successor Trustee of the Trust.
2. That this Court assume jurisdiction over the Trust, as a proceeding *in rem*.
3. That this Court enter an Order confirming that ownership of the following accounts was validly and legally transferred to the Trust:
 - a. Bank of America Regular Checking Account No. 0000 8907 5069
 - b. Bank of America Money Market Savings Account No. 0001 7007 5069
 - c. Bank of America Money Market Savings Account No. 0001 7007 5034
 - d. Bank of America Interest Checking Account No. 0000 7007 5034
 - e. Bank of America CD Account No. 910 000 9043 7582
 - f. Bank of America CD Account No. 910 001 0623 6046
 - g. Banc of America Investment Services Brokerage Account No. L56-070602
 - h. Banc of America Investment Services Brokerage Account No. L56-070610
 - i. Pacific Life Pacific Value of Annuity Contract No. VR2026359
 - j. Premier America Credit Union Deposit Account No. ****81
4. That this Court enter an order declaring that the effective date of the transfer of monies of such accounts be the date of the execution of the document assigning the account to the Trust.

5. For such other and further relief as this Court deems proper.

DATED this 9th day of March, 2009.


STEPHEN M. BROCK

Submitted by:

GOODSELL & OLSEN


DANIEL V. GOODSSELL, ESQ.

Nevada Bar No: 7856

JENNIFER L. MICHELI, ESQ.

Nevada Bar No. 11210

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Attorneys for Petitioner

GOODSELL & OLSEN

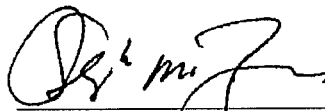
ATTORNEYS AT LAW
10155 W. TWAIN AVE., SUITE 100, LAS VEGAS, NV 89147
(702) 869-6261 TEL. - (702) 869-8243 FAX

VERIFICATION

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

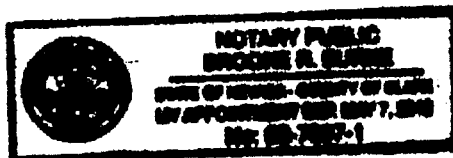
STEPHEN M. BROCK, under penalties of perjury, being first duly sworn,
deposes and says:

That he is the Petitioner named in the foregoing petition and knows the contents
thereof; that the petition is true of his own knowledge, except as to those matters stated on
information and belief, and that as to those matters he believes it to be true.


STEPHEN M. BROCK

SUBSCRIBED AND SWORN to before me
this 9 day of March, 2009.


NOTARY PUBLIC



PT00324

THE ADORIA S. FREI TRUST - 1999

ADORIA S. FREI, of Boston, Massachusetts, (hereinafter as donor of the trust referred to as the "Donor" and as trustee of the trust, together with her successors in trust, referred to as the "Trustee" or "Trustees") hereby declares that she holds the sum of One Dollar (\$1.00) in trust for the purposes and subject to the provisions hereinafter set forth, that she will manage and invest the same, together with the proceeds of any policies of insurance paid to her and any other property which may hereafter be transferred to the trust by gift, by will, or otherwise from the Donor or anyone else and accepted by her as Trustee, and after paying or making provision for all expenses of the trust, including reasonable compensation for her services, she will dispose of the trust property and the net income therefrom as hereinafter provided.

FIRST: This trust shall be known as The Adoria S. Frei Trust - 1999. As of the date hereof, the Donor is married to Emil Frei, III, has five (5) children, Stephen M. Brock, Francis C. Brock, Peter A. Brock, Vincent D. Brock, and John C. Brock, and Emil has five (5) children, Elizabeth M. Frei-Pearson, Emil Frei, IV, Alice C. Frei, Nancy Frei, and Judith Frei-Howe. For purposes of this instrument and the beneficial interests hereunder, each child of Emil shall for all purposes hereunder be treated as and deemed to be a child of the Donor, and each of the issue of Emil shall for all purposes hereunder be treated as and deemed to be issue of the Donor, and therefore all references hereunder to "child", "issue," and "heirs" of the Donor or of any beneficiary hereunder shall be so construed for all purposes hereunder.

SECOND: All property of the trust which is received by the Trustee during the life of the Donor or to which the Trustees become entitled as a result of the Donor's death shall be held and disposed of as follows:

I. During the Life of the Donor:

During the life of the Donor, the Trustee shall pay such part or all of the net income or principal of the trust to the Donor or anyone else as the Donor may direct from time to time in writing. In addition, in the Trustee's uncontrolled discretion the Trustee may at any time or times and for any reason pay any part or all of the net income or principal of the trust to the Donor even though the Donor does not request such payment. If at any time the Donor is not of legal capacity or the Trustees determine that the Donor is unable to manage her financial affairs, the Trustees may also in their uncontrolled discretion at any time or times and for any reason pay any part or all of the net income or principal of the trust to any one or more of the following persons, payments to more than one person to be made in such proportions among them as the Trustees see fit: the Donor's husband, Emil Frei, III, and each of the issue of the Donor, whenever born. Any net income not so paid shall be added to the principal of the trust at such times as

the Trustees shall determine and in any event upon the death of the Donor.

2. Upon the Death of the Donor:

Upon the death of the Donor, the Trustees shall dispose of the remaining principal of the trust, including all property to which the Trustees become entitled as a result of the Donor's death, as follows:

(a) If the Donor's husband, Emil, survives the Donor, the Trustees shall set aside from said principal all property forming a part thereof with respect to which a marital deduction would not be allowable in computing the Donor's federal estate tax if said property were to pass outright to Emil, including without limitation all such property which is not includible in the Donor's gross estate for the purpose of computing said tax, and the Trustees shall hold said property as provided in the Family Trust under Article FIFTH.

(b) The Trustees shall pay from the balance of said principal all sums which are payable by them pursuant to the provisions of Article FIFTEENTH, and the Trustees shall hold the balance of said property as provided in the Funding Formula under Article TWENTY-SECOND.

THIRD: Qualified Terminable Interest Trust:

All property which is to be held by the Trustees as provided in this Article shall be held by the Trustees as a separate trust as follows:

1. During the Life of Emil:

The Trustees shall pay the net income of the trust at least as often as annually to the Donor's husband, Emil, as long as he lives, and in their uncontrolled discretion the Trustees may at any time or times and for any reason pay any part or all of the principal of the trust to Emil.

2. Upon the Death of Emil:

Unless sooner terminated by payments of principal as hereinabove provided, the trust shall terminate upon the death of Emil, whereupon if any issue of the Donor survives Emil, the Trustees shall dispose of the remaining principal of the trust as provided in the Share Trusts under Article SIXTH, or in default of such issue the Trustees shall dispose of said principal as provided in the Remote Contingency Clause under Article NINTH, the word "then" as used in Article SIXTH or NINTH, as the case may be, being deemed to refer to the time of the death of Emil.

FOURTH: Qualification for Marital Deduction and Generation-Skipping Trust Administration:

1. It is the Donor's intention that if she is survived by her husband, Emil, the property held in the Qualified Terminable Interest Trust under Article THIRD shall be eligible to qualify for the marital deductions allowable in computing the Donor's estate tax. To this end, notwithstanding any provisions hereinabove to the contrary:

- (a) to the extent to which Emil from time to time so directs, the Trustees shall invest the principal of said trust in such manner that Emil will have

substantially that degree of beneficial enjoyment of said trust which prevailing trust law and practice accord to the life beneficiary of a trust;

- (b) to the extent to which Emil from time to time so directs, the Trustees shall neither credit any receipts to the principal of said trust nor make any charges against the income of said trust contrary to prevailing trust law and practice; provided, however, that the Trustees shall have the power to allocate administrative expenses to income to the extent that such allocation is not a material limitation within the meaning of Regulation 20.2056(b)-4(a) on the spouse's right to income of the trust; and
- (c) all questions concerning the administration of the trusts hereunder and the construction of this instrument shall be resolved, and all powers, authorities, and discretions of the Trustees of the trusts hereunder shall be exercised in a manner consistent with and to effectuate the aforesaid intention of the Donor.

2. The Donor requests that due consideration be given to making any principal distributions from a trust hereunder to Emil in the following order of priority: first, from the Qualified Terminable Interest Trust under Article THIRD, and second, from the Family Trust under Article FIFTH.

3. To reduce the incidence of the generation-skipping transfer tax, the Donor requests that the Trustees give due consideration to the following:

- (a) except as provided in subsection 3(c), when making distributions to or for the benefit of skip persons, to make such distributions from a trust having an inclusion ratio of zero (0);
- (b) when making distributions to beneficiaries other than skip persons, to make such distributions from a trust not having an inclusion ratio of zero (0); and
- (c) when making distributions with respect to a skip person's medical or education expenses which qualify for the exclusion permitted by Section 2611(b)(1), to make such distributions from a trust not having an inclusion ratio of zero (0), provided that any such distributions shall be made directly to an educational organization or medical care provider described in Section 2503(e) to qualify for the exclusion permitted by Section 2611(b)(1).

4. When considering making distributions to a non-skip person, the Trustees should be mindful that the use of such person's unified credit and annual gift tax exclusion may permit the avoidance of transfer taxes. The Trustees should also consider the difference in rates, if any, between the generation-skipping transfer tax and the estate and gift taxes and whether a significant tax savings might be achieved by incurring an estate or gift tax as a result of a distribution rather than incurring a generation-skipping

transfer tax. Notwithstanding the foregoing section 3 and this section, nothing contained herein shall be deemed to impose an obligation on the Trustees to make distributions in any particular manner.

5. If at any time terminating distributions are to be made simultaneously from the principal of more than one trust hereunder, at least one of which has an inclusion ratio of zero (0) and at least one of which does not, then unless all the recipients of such distributions are non-skip persons or trusts exclusively for the benefit of non-skip persons, the Trustees shall make such distributions as follows:

- (a) while making such distributions, the Trustees shall keep property which has an inclusion ratio of zero (0) separate from property which has an inclusion ratio of other than zero (0);
- (b) in making such distributions, the Trustees shall to the extent possible equitably allocate property which has an inclusion ratio of zero (0) to skip persons and to trusts exclusively for the benefit of skip persons; if, after making such distribution, there remains any property which has an inclusion ratio of zero (0), such property shall to the extent possible be equitably allocated among non-skip persons and trusts, if any, which are not exclusively for the benefit of skip persons; and
- (c) the Trustees' determinations hereunder shall be binding on all persons.

6. It is the Donor's intention that the Donor shall to the extent possible fully utilize her GST exemption and that all trusts created pursuant to any formula contained herein shall have an inclusion ratio for purposes of the GST of either zero (0) or one (1). All questions concerning the administration of the trusts hereunder and the construction of this instrument shall be resolved, and all powers, authorities and discretions of the Trustees of any trust hereunder shall be exercised in a manner consistent with and to effectuate the aforesaid intentions of the Donor.

FIFTH: Family Trust:

All property which is to be held by the Trustees as provided in this Article shall be held by the Trustees as a separate trust as follows:

1. Distributions during the Life of Emil:

The Trustees may in their uncontrolled discretion and at any time or times and for any reason pay any part or all of the net income and/or principal of the trust to any one or more of the following persons, payments to more than one person to be made in such proportions among them as the Trustees see fit: the Donor's husband, Emil, and each of the issue of the Donor, whenever born. Any net income not so paid shall be added to the principal of the trust at such times as the Trustees shall determine and in any event upon the termination of the trust.

2. Distribution to Share Trusts:

Unless sooner terminated by payments of principal as hereinabove provided, the trust shall

terminate upon the death of Emil, whereupon the Trustees shall dispose of the remaining principal of the trust as provided in the Share Trusts under Article SIXTH if any issue of the Donor survives Emil, or in default of such issue the Trustees shall dispose of said principal as provided in the Remote Contingency Clause under Article NINTH, the word "then" as used in Article SIXTH or NINTH, as the case may be, being deemed to refer to the time of the death of Emil.

SIXTH: Share Trusts (for issue):

Whenever any property is to be disposed of as provided in this Article, the Trustees shall divide said property into as many equal shares as there shall be children of the Donor then living and children of the Donor then deceased with issue then living, one (1) share to be set aside for each then living child of the Donor and one (1) share to be set aside for the then living issue of each child of the Donor then deceased with any issue then living, and shall dispose of said shares as follows:

1. The share set aside for a then living child of the Donor shall be held by the Trustees as a separate trust as follows:

(a) Distributions during Life of a Child of the Donor: The Trustees may in their uncontrolled discretion at any time or times and for any reason pay any part or all of the net income and/or principal of the trust to any one or more of the following persons, payments to more than one person to be made in such proportions among them as the Trustees see fit: said child of the Donor and each of the issue of said child, whenever born. It is the Donor's hope, without imposing any legal or equitable restriction upon the Trustees, that distributions to pay the education expenses of the Donor's said child be given priority over distributions for other purposes. Any net income not so paid shall be added to the principal of the trust at such times as the Trustees shall determine and in any event upon the termination of the trust.

(b) Distribution on Death of a Child of the Donor (limited and general power of appointment): Unless sooner terminated by payments of principal as hereinabove provided, the trust shall terminate upon the death of said child of the Donor, whereupon the Trustees shall distribute the remaining principal of the trust to such one or more of said child's spouse and said child's issue, and in such proportions among them if to more than one, as said child shall appoint by will, making specific reference to this power, with the right so to appoint upon any terms, conditions, limitations, and trusts, including the right to create new powers of appointment. In default of such appointment or to the extent to which said principal is not effectively appointed, the Trustees shall (subject to the Continuing Trust retention provisions for younger beneficiaries under Article EIGHTH) distribute said principal per stirpes to the then living issue of said child, or in default of such issue the Trustees shall (subject to the Continuing Trust retention provisions under Article EIGHTH) distribute said principal per stirpes to the then living issue of the Donor, or in default of such issue the Trustees shall dispose of said principal as provided in

the Remote Contingency Clause under Article NINTH, the word "then" as used therein being deemed to refer to the time of the death of said child. Notwithstanding the foregoing, the Trustees may, in their sole discretion, by an instrument in writing delivered to said child, authorize said child to exercise the power of appointment granted herein in favor of anyone, including said child's estate and the creditors of said child's estate.

2. The share set aside for the then living issue of a deceased child of the Donor shall (subject to the Pickup Trust retention provisions under Article EIGHTH) be distributed per stirpes to said issue.

SEVENTH: Capturing Clause:

Whenever any property becomes distributable, except as a result of the exercise of a power of appointment or the exercise of the Trustees' power to make discretionary payments of income and/or principal, to any beneficiary who is then eligible to receive net income from another trust hereunder, said property shall be distributed to the Trustees of said other trust and thereafter held and disposed of as a part thereof.

EIGHTH: Under Age Twenty-five (25) Continuing Trust (for grandchildren and more remote issue):

Whenever any property becomes distributable by any Trustees, except as a result of the exercise of a power of appointment or the exercise of the Trustees' power to make discretionary payments of income and/or principal, to any beneficiary who is then less than twenty-five (25) years of age, and the provisions of Article SEVENTH do not apply, said property shall be held by said Trustees as a separate trust as follows:

1. The Trustees may in their uncontrolled discretion at any time or times and for any reason pay any part or all of the net income and/or principal of the trust to said beneficiary, any net income not so paid to be added to the principal of the trust at such times as the Trustees shall determine and in any event upon the termination of the trust.

2. Unless sooner terminated by payments of principal as hereinabove provided, the trust shall terminate upon the first to occur of (i) the twenty-fifth (25th) birthday of said beneficiary, (ii) the death of said beneficiary, or (iii) the expiration of twenty-one (21) years after the death of the last survivor of the Donor, the Donor's husband, Emil, and all of the Donor's descendants by blood living at the time of the Donor's death, whereupon the Trustees shall distribute the remaining principal of the trust to said beneficiary if then living, otherwise to such one or more of said beneficiary's spouse and said beneficiary's issue, and in such proportions among them if to more than one, as said beneficiary shall appoint by will, making specific reference to this power, with the right so to appoint upon any terms, conditions, limitations, and trusts, including the right to create new powers of appointment. In default of

such appointment or to the extent to which said principal is not effectively appointed, the Trustees shall (in the case of the death of said beneficiary, subject to this Article EIGHTH) distribute said principal per stirpes to the then living issue of said beneficiary, or in default of such issue the Trustees shall (in the case of the death of said beneficiary, subject to this Article EIGHTH) distribute said principal per stirpes to the then living issue of the Donor, or in default of such issue the Trustees shall dispose of said principal as provided in the Remote Contingency Clause under Article NINTH, the word "then" as used therein being deemed to refer to the time of the death of said beneficiary.

NINTH: Remote Contingency Clause:

Whenever any property is to be disposed of as provided in this Article, the Trustees shall distribute one-half (1/2) of said property as though the Donor had then died possessed of the same, ~~intestate, unmarried, without creditors, and domiciled in Massachusetts,~~ and one-half (1/2) of said property as though the Donor's husband, Emil, had then died possessed of the same, intestate, unmarried, without creditors, and domiciled in Massachusetts.

TENTH: Power to Amend:

The Donor expressly reserves the right to amend this instrument and the trusts hereby created in any respect whatever and as often as desired, and also to revoke the same, either in whole or in part, by an instrument signed by the Donor and delivered to the Trustees. Upon termination of the trust pursuant to this Article, the property then held in trust and then or thereafter payable to the Trustees, less such taxes, assessments, and charges, including termination fees, as may properly be assessed against or charged upon the trust funds in the hands of the Trustees, shall be transferred and conveyed to the Donor, or as the Donor may in writing direct, and the Donor's receipt therefor shall be a sufficient acquittance to the Trustees.

ELEVENTH: Successor Trustees:

1. Any Trustee of any trust may resign at any time from said trust by a writing signed by such Trustee. Written notice of resignation shall be promptly given by the resigning Trustee to the Donor, if then living, to the remaining Trustee or Trustees of said trust, if any, and to each person who would then be entitled to receive notice of an account of the Trustees of said trust. Failure to give any notice shall not invalidate the resignation, but it shall not be effective as against any person dealing in good faith with an apparent Trustee of said trust without knowledge thereof.

2. Any individual serving as a Trustee of any trust shall cease to serve as such Trustee whenever such individual is not of legal capacity.

3. There shall at all times be one (1) or more Trustees of each trust, the number of Trustees of any trust to be determined by the Trustee or Trustees of said trust then in office, subject to the

requirement that at least one (1) Trustee shall not be an interested person. Any vacancy in the office of Trustee of any trust shall be filled by the Donor's husband, Emil Frei, III and _____

4. Any vacancy in the office of Trustee of any trust not filled as hereinabove provided shall be filled by a successor appointed by a writing signed by the Donor, if the Donor is of legal capacity, otherwise by the remaining Trustee or Trustees of said trust, if any, with the written consent of a majority of the persons eligible to receive net income from said trust at the time of said appointment who at that time are of legal capacity or have guardians; and if there be no remaining Trustee of said trust, said vacancy shall be filled by a writing signed by a majority of said persons. Any such consent or writing shall be given or executed by the guardian of any such person under guardianship.

5. Upon acceptance of any trust by a writing signed by a successor Trustee, title to the trust property shall vest in said successor Trustee, jointly with any other Trustee or Trustees then serving. No Trustee, whether original or successor, shall be required to give any bond as said Trustee except as specifically required by law, and then only in the lowest permissible amount and without sureties if permitted by law.

6. If the Donor is of legal capacity, she may at any time remove any Trustee of any trust hereunder by delivering written notice thereof, signed by the Donor, to such Trustee. Written notice of such removal shall be promptly given by the Donor, to the remaining Trustee or Trustees of said trust, if any, and to each person who would then be entitled to receive notice of an account of the Trustees of said trust. Failure to give any notice shall not invalidate the removal, but it shall not be effective as against any person dealing in good faith with an apparent Trustee of said trust without knowledge thereof.

7. Except as otherwise provided herein, whenever there is less than the requisite number of Trustees of any trust, the Trustee or Trustees in office shall have full power to act in all matters, discretionary or otherwise, for a period not exceeding six (6) months pending the appointment of another Trustee.

TWELFTH: Limitations on Powers of Interested Persons:

Notwithstanding any provisions herein to the contrary, an interested person shall not have any power, authority, or discretion as a Trustee of any trust hereunder to make or participate in any discretionary decision concerning the payment or accumulation of income of said trust, the payment of principal of said trust, the determination of what constitutes income and principal of said trust and the charges to be made against each, the authorization of a general power of appointment under Article SIXTH, or the exercise any incident of ownership with respect to any policy of insurance on his own life; and no Trustee shall delegate to an interested person any such power, authority, or discretion. This

provision is intended to preclude the possibility of the imposition of estate, inheritance, or other taxes which in its absence might be sought from said persons or from their estates.

THIRTEENTH: Powers Clause:

In extension and not in limitation of any common law or statutory power, the Trustees shall have and may exercise at any time or times, without license of court or notice to or consent of beneficiaries, the following powers, authorities, and discretions, which shall continue after the termination of each trust for the purpose of distributing the trust estate:

To retain, purchase, and invest in any property, regardless of its character, its quality, the principle of diversification, or any other principle applicable to investments of fiduciaries, including without limitation any shares, participations, or other interests in a common trust fund or a mutual fund, non-dividend paying shares of common stock, uninvested cash, any other unproductive property, and any and all property received by the Trustees by gift, by will, or otherwise from the Donor or anyone else;

to participate in the formation, termination, dissolution, liquidation, reorganization, recapitalization, consolidation, sale, or lease of any corporation, trust, partnership, limited liability company, or other business organization, upon such terms and conditions as the Trustees, in their sole and uncontrolled discretion may determine and to receive and retain any securities or other property resulting therefrom;

to deposit securities in a voting trust or with a committee, fiduciary, or depository representing holders of securities;

to exercise in whole or in part any or all options or other rights to purchase securities or obligations of any corporation;

to vote, to give proxies with or without power of substitution, and to exercise other rights of a holder of securities;

subject to Article FOURTH, to determine, regardless of probate law and practice, what constitutes income and principal and the charges to be made against each;

to make contracts and covenants, to borrow or lend money with or without security, to sell, exchange, lease, mortgage, pledge, or grant easements over or options with respect to any property, to determine the terms and manner of doing so, and to execute and deliver all appropriate instruments connected therewith, whether or not the effect thereof extends beyond the termination of all trusts;

to maintain, repair, improve, insure, develop, subdivide, partition, change, or alter any property;

to refuse to accept, abandon or destroy property that either is or may be contaminated by any hazardous substances, is being used or has been used for any activities directly or indirectly involving hazardous substances, could impair the value of other trust assets, may be in violation of any environmental law, or for any other reason as determined in the discretion of the Trustees;

to inspect and monitor real and personal property (including, without limitation, interests in sole proprietorships, partnerships, or corporations and any assets owned by such business entities) for the purpose of determining compliance with environmental laws affecting such property, and to respond to actual or threatened violations of any environmental laws affecting such property;

to take any action necessary to prevent, abate, or otherwise remedy any ~~actual or threatened~~ release of hazardous substances or violation of any environmental laws affecting any trust property either before or after the initiation of an enforcement action by any government body;

to settle or compromise, at any time, any and all claims against the trust that may be asserted by any governmental body or private party, involving the alleged release or threatened release of hazardous substances and for the alleged violation of any environmental laws affecting property held by the trust;

to release or disclaim in whole or in part, in accordance with applicable Federal and state laws, at any time or times, any power granted by any document or any statute or rule of law which, in the sole discretion of the Trustees, may expose the Trustees to liability under the environmental laws or impair the value of the trust assets;

to charge the reasonable cost of any abatement, cleanup, inspection, assessment, insurance, database review, or any other response or remedial action, as authorized herein, against the income or principal of the trust;

to improve or develop real estate; to construct, alter, or repair buildings or structures on real estate; to settle boundary lines and easements and other rights with respect to real estate; to partition and to join with co-owners and others in dealing with real estate in any way;

to impose, amend, or remove restrictions on the transfer of any property;

to employ agents, custodians, investment counsel, and attorneys, and to pay them reasonable compensation in addition to that of the Trustees;

to pay, resist, compromise, submit to arbitration, or enter into or maintain litigation to resolve any claim or matter in dispute;

to combine the property of any two or more trusts hereunder, or to

combine the property of any trust hereunder with any other trust created by the Donor or the Donor's husband, Emil, if such trusts are for the benefit of the same beneficiaries and have substantially the same dispositive terms and conditions, and to hold and administer such combined trust property as a single trust fund (bearing in mind, however, the inclusion ratio of each such trust and other federal and state tax attributes of each such trust);

to divide any single trust hereunder into two or more trusts if necessary or desirable for any reason, including without limitation the holding as a separate trust any property as to which the executor of the Donor's estate has made or has failed to make an election pursuant to the provisions of Section 2056(b)(7) of the Code or any state statutes of similar import as may be in force at the time of the Donor's death, and the establishment of trusts having inclusion ratios of zero (0) or one (1) for purposes of the ~~generation-skipping~~ transfer tax, any such division to be made in accordance with the applicable tax laws in effect at the time of the division of the trust;

to hold any property distributable to a trust hereunder as a separate trust with identical dispositive terms if said property or any part thereof has an inclusion ratio for generation-skipping transfer tax purposes that is different from the inclusion ratio of said trust;

subject to Article FOURTH, to amend any of the administrative provisions of this instrument for any reason;

to hold, manage, and account for the property of any two or more trusts hereunder in common and as a single fund, making division thereof only upon the Trustees' books of account, and in such event to allocate to each trust its proportionate part of the principal and income of the common fund and to charge to each trust its proportionate part of the expense of administering the common fund;

to open bank accounts with the right in any one or more of them whenever more than one Trustee is serving hereunder to make withdrawals therefrom;

to hold property in the name of a nominee or in any other form not indicating any fiduciary relationship;

to deposit securities with a Federal Reserve Bank or clearing corporation, and to permit the ownership and other interests in securities so deposited to be carried in book entry form without the physical delivery of said securities;

to make allocations, divisions, and distributions pro rata or not pro rata, in cash or in kind or in both, at values on the date or dates of allocation, division, or distribution;

to keep the whole or any part of the property of any trust in any jurisdiction;

to refrain from making compensating adjustments to income or principal as a result of elections made or deductions taken on tax returns; and

to disclaim any common law or statutory power or any power granted hereunder.

Except as provided in Article TWELFTH, whenever more than one Trustee is serving hereunder, discretionary decisions shall be made by a majority of the Trustees but once made may be implemented by any one or more of the Trustees.

FOURTEENTH: Power to Apply Payments:

~~In making any payment~~ of income or principal to any beneficiary hereunder, the Trustees ~~may~~ make the same regardless of the amount of said payment: (1) directly to or for the benefit of said beneficiary, regardless of his legal status, or to his guardian; (2) to the custodian for said beneficiary, if any, named in the Donor's will, otherwise to any person as custodian for said beneficiary under the Uniform Transfers to Minors Act or corresponding statute of any jurisdiction; or (3) to the trustee of a trust established for the benefit of said beneficiary. Any such payment or application shall be a complete discharge to the Trustees without any receipt, provided, however, that no Trustee shall have the power to apply any such payment in satisfaction of the legal obligation of any parent of a beneficiary to support said beneficiary, or to discharge any other legal obligation that a parent has with respect to a beneficiary. Notwithstanding any provision herein to the contrary, no payment shall be made by the Trustees and no exercise of a power of appointment granted hereunder shall be effective if the vesting in possession or enjoyment of any interest in the property subject to the payment or exercise could be postponed to a time later than twenty-one (21) years after the death of the last survivor of the Donor, the Donor's husband, Emil, and all of the Donor's descendants by blood living at the time of the Donor's death as a result of such payment or exercise.

FIFTEENTH: Payments of Debts, Taxes and Other Expenses:

1. Payments to Executor:

The Trustees are directed to pay promptly to the Donor's Executor all sums which said Executor shall request from them from time to time in writing within five (5) years after the Donor's death for the payment of any or all debts and funeral expenses of the Donor, expenses of administering the Donor's estate, pecuniary legacies under the Donor's will and all codicils thereto, and all the following taxes occasioned by the Donor's death whether or not said taxes are attributable to the property passing hereunder: estate taxes; generation-skipping transfer taxes imposed on direct skips; and inheritance taxes

on property passing or accruing from the Donor. The Trustees need not inquire as to the correctness or propriety of any amount so requested by said Executor and shall not be responsible for the application thereof, the receipt of said Executor being a complete discharge to the Trustees for any such payment.

2. Flower Bonds:

If at the Donor's death the trust owns any Treasury obligations of the United States of America which may be redeemed at par value in payment of the federal estate tax occasioned by the Donor's death, the Trustees are directed to redeem said obligations in payment of said tax if their par value is greater than their fair market value at the time of such redemption.

3. Settlements and Compromises:

The Trustees are authorized to resist, settle, compromise, and/or pay the whole or any part of any ~~or all of the items referred to in section 1 of this Article to the extent to which said items are not settled,~~ compromised, or paid by said Executor.

4. Source of Payment:

The Trustees are directed to charge any and all payments made by them pursuant to sections 1, 2, and 3 of this Article, without any apportionment thereof, to the property passing under section 2 of Article SECOND as provided therein.

5. Limitation on Power to Make Payments:

Notwithstanding anything herein to the contrary, the Trustees shall not make any payment pursuant to the provisions of this Article from any property if said payment would subject said property to an estate and/or inheritance tax to which it would not otherwise be subject.

SIXTEENTH: Power to Terminate Inadvisable Trusts:

If the Trustees of any trust hereunder in their uncontrolled discretion at any time determine that it is uneconomical, impractical, or otherwise inadvisable to continue to hold said property in trust, and if by the terms of this instrument said Trustees in their uncontrolled discretion then may distribute all of said property to any one or more of the beneficiaries of said trust in such proportions among them as the Trustees see fit, and if in the determination of the Trustees it is in the best interests of the beneficiaries to distribute said property, the Donor expresses the hope, without imposing any legal or equitable obligation in this regard, that the Trustees will so distribute all of said property to any one or more of said beneficiaries.

SEVENTEENTH: Spendthrift Clause:

Except as herein authorized, the interest of each beneficiary hereunder, whether in income or in principal, shall not be subject to alienation or anticipation and shall be free from control by any creditors or spouse of said beneficiary.

EIGHTEENTH: Limitation on Trustees' Liability:

A Trustee shall not be liable for the default of any predecessor Trustee or other Trustee, for leaving property in the hands of any other Trustee, or for any error of judgment or law on his own part, but he shall be liable only for his own willful default. Any Trustee or any firm, corporation, or association in or with which he is in any way interested or connected may act as attorney for, deal and contract with, and be employed by the Trustees without accountability for any profit, benefit, or compensation received in connection with any such action, dealing, or relationship, none of which shall be void or voidable.

Except as otherwise provided herein, whenever there is more than one Trustee serving hereunder, any Trustee may from time to time by written power of attorney delegate all or any of his powers, whether discretionary or otherwise, to any other Trustee for a period of not more than six (6) months at a time; any such delegation may be renewed by successive powers of attorney and may be revoked.

NINETEENTH: Provisions regarding Life Insurance:

As to any policies of insurance on the life of the Donor which are payable to the Trustees as beneficiary but not owned by the Trustees:

1. During the Life of the Donor:

During the life of the Donor, the Trustees shall not be entitled to receive any dividends or other payments accruing on said policies or to exercise any benefits, options, or privileges appertaining to said policies and shall not be under any duty to pay the premiums, dues, assessments, or other charges which are or may become due or payable on said policies.

2. Upon the Death of the Donor:

Upon the death of the Donor, the Trustees shall use their best efforts to collect and receive all amounts payable to them as beneficiary of said policies after deducting therefrom all advances, loans, premiums, and other charges then payable from said policies; provided, however, that the Trustees shall be responsible for the proceeds of said policies only as, if, and when paid to them, and that except at their own option they shall not enter into or maintain any litigation to enforce payment of the proceeds of any of said policies until they have been indemnified to their sole satisfaction against all expenses and liabilities for which they may be obligated by such action on their part.

TWENTIETH: Accounting Provision:

1. During the Life of the Donor:

During the life of the Donor, the Trustees shall render an account of their administration of the trust to the Donor at such times as the Donor shall request in writing; provided, however, that the Trustees may at any time or times render an account to the Donor, if the Donor is of legal capacity, or to the Donor's guardian, even though the Donor does not request the same. The Donor shall be deemed to have

approved an account if the Donor or such guardian assents to the account in writing or does not give written notice to the Trustees of an objection to the account within ninety (90) days after the date on which the account is rendered.

2. Upon the Death of the Donor:

Upon the death of the Donor, the Trustees of each trust shall each year prepare an account of their administration of the trust and give written notice to each person entitled thereto as hereinafter provided that the account has been prepared and that a copy thereof will be furnished upon request in writing. Said notice shall be given by mail or delivery (i) to each person eligible to receive net income from the trust at the time at which notice is given if at that time such person is of legal capacity and (ii) to the guardian of each person eligible to receive net income from the trust who at that time is under guardianship. A person

~~to whom notice of an account is given shall be deemed to have approved the account if he assents to the~~
account in writing or if he does not give written notice to the Trustees of his objection to the account within ninety (90) days after the date on which notice is given, even though he does not request a copy of the account as herein provided.

3. Effect of Approval of Account:

The approval of any account of any trust as hereinabove provided during the Donor's lifetime by the Donor or the Donor's guardian or after the death of the Donor by a majority of the persons entitled to receive notice of the account as hereinabove provided shall constitute a full and complete discharge to the Trustees from further accountability or liability as to all matters and transactions stated therein or shown thereby and as to all persons, whether in being or under disability or not, who have been, are then, or may thereafter become eligible to share in either the principal or the net income of the trust.

TWENTY-FIRST: Reliance by Third Parties:

With respect to the terms of this instrument, the existence and terms of any amendments hereto, the termination of any trust hereunder, and the identity, decisions, and actions of the Donor, Trustees, and beneficiaries, all persons may rely conclusively (i) on the facts stated in a certificate signed by any Trustee and (ii) with respect to any real estate held by the Trustees, on the records of the appropriate office in which instruments affecting said real estate are recorded.

TWENTY-SECOND: Funding Formula:

All property which is to be disposed of by the Trustees as provided in this Article shall be disposed of as follows:

1. If the Donor's Husband, Emil, Survives the Donor:

(a) The Trustees shall set aside from said property and hold as provided in the Qualified Terminable Interest Trust under Article THIRD the smallest amount (if any be required) which by reason

of its passing under this subsection 1(a) and Article THIRD will produce the smallest possible aggregate amount of federal and state estate and inheritance taxes after taking into consideration all credits allowable against said taxes. This gift shall be satisfied to the fullest extent possible (i) out of assets (or the proceeds thereof) which are not subject to inheritance, succession, estate, or other death taxes imposed by a country other than the United States of America and, subject to the foregoing limitation, (ii) out of assets (or the proceeds thereof) with respect to which a marital deduction is allowable in computing the Donor's state estate or inheritance tax.

(b) The Trustees shall hold the remaining balance (if any) of said property as provided in the Family Trust under Article FIFTH.

(c) Emil may disclaim all of his interest in any part or all of the property passing under the foregoing subsection 1(a). The portion of any such property in which any such interest is so disclaimed shall be held by the Trustees as provided in the Family Trust under Article FIFTH for the benefit of Emil and any other beneficiaries thereunder.

(d) Notwithstanding anything hereinabove to the contrary, for the purposes of all computations which are required by subsection 1(a), (i) the effects of any disclaimers of interests shall be disregarded, and (ii) it shall be presumed that the Donor's Executor will make all elections which may be made pursuant to the provisions of Section 2056(b)(7) of the Code or pursuant to the provisions of any federal or state statutes of similar import which may be in force at the time of the Donor's death with respect to assets to be held in the Qualified Terminable Interest Trust under Article THIRD. Notwithstanding the foregoing presumptions, nothing contained herein shall impose any condition or requirement on the Donor's Executor to make or not to make any such elections.

2. If the Donor's Husband, Emil, Does Not Survive the Donor:

If the Donor's husband, Emil, does not survive the Donor, the Trustees shall dispose of said property as provided in Article SIXTH if any issue of the Donor survives the Donor, or in default of such issue the Trustees shall dispose of said property as provided in Article NINTH, the word "then" as used in Article SIXTH or NINTH, as the case may be, being deemed to refer to the time of the Donor's death.

TWENTY-THIRD: Definitions and Principles of Construction:

The validity, interpretation, construction, and administration of the trusts hereby created shall in all respects be governed by the laws of Massachusetts. As used herein:

the term "Trustees" means, wherever the context so permits, the Trustees for the time being of the appropriate trust, whether original or successor;

the term "interested person" means, with respect to any trust hereunder, any person other than the Donor who is at the time eligible to receive net income and/or principal from such trust or is legally obligated to support

a person so eligible;

the term "child" means a lawful descendant by blood or adoption in the first degree only, and as set forth in Article FIRST, each child of the Donor's husband, Emil, shall for all purposes hereunder be treated as and deemed to be a child of the Donor;

the term "issue" means lawful descendants by blood, or descendants by adoption, in any one or more generations, in any degree, and as set forth in Article FIRST, each of the issue of the Donor's husband, Emil, shall for all purposes hereunder be treated as and deemed to be issue of the Donor;

the term "spouse" means wife or husband during marriage and widow or widower, whether or not remarried;

the term "guardian" means the legally appointed guardian or conservator of the property of a beneficiary;

the term "property" means any property, whether real, personal, or mixed;

the term "Code" means the federal Internal Revenue Code of 1986, as amended from time to time, and any references to "Section" shall be understood to refer to sections of the Code except where the context requires otherwise and shall also include the corresponding provisions of any subsequent federal tax law; the term "Regulations" means regulations issued by the Treasury Department to aid in the interpretation of the Code and includes Temporary and Proposed Regulations where the context so permits;

the term "taxes" shall be deemed to include any and all interest and penalties connected therewith;

the term "GST" means the tax on certain generation-skipping transfers imposed by Chapter 13 of the Code;

the term "GST exemption" means the exemption allowed by Section 2631;

the term "inclusion ratio" shall have the meaning provided in Section 2642;

the term "skip person" shall be defined as provided in Section 2613(a)(1); and

the term "non-skip person" shall be defined as provided in Section 2613(b).

In addition, throughout this instrument:

an individual shall be presumed to be "not of legal capacity" if such individual is (1) incapacitated to such a degree that he is unable to make informed decisions regarding financial affairs, as certified in a writing signed by a physician attending said individual, or (2) currently under conservatorship or guardianship;

any power granted to a beneficiary herein may be exercised by an attorney in fact on behalf of the beneficiary;

whenever property is to be distributed "per stirpes" to the then living issue of an individual, said property shall be divided into as many equal shares as there are (a) then living issue in the nearest degree of consanguinity to that individual and (b) issue of that individual in that same degree of consanguinity who are not then living of whom any issue is then living, and each share for a person in that same degree of consanguinity who is not then living shall be ~~distributed in the same~~ manner into shares for that person's then living issue;

where the context so permits, each of the masculine, feminine, and neuter genders shall be deemed to denote the other two genders, the singular to denote the plural, and the plural to denote the singular; and

underlined captions used herein shall not be deemed to limit or modify the terms and provisions of this instrument.

Executed under seal this 14th day of September, 1999.

Adoria S. Frei

Adoria S. Frei, Donor and Trustee

COMMONWEALTH OF MASSACHUSETTS

Sybil ss.

Sept 14, 1999

Then personally appeared the above-named Adoria S. Frei and acknowledged the foregoing instrument to be her free act and deed, before me,

Brian D. Bixby

Notary Public

My commission expires:

BRIAN D. BIXBY
Notary Public

My Commission Expires Jan. 20, 2006

PT00343

**FIRST AMENDMENT AND COMPLETE RESTATEMENT OF
THE ADORIA S. FREI TRUST -1999**

ADORIA S. FREI, of Boston, Massachusetts, Donor of THE ADORIA S. FREI TRUST - 1999, under an instrument of trust dated September 14, 1999, of which the Donor is now the Trustee, pursuant to the power to amend under Article TENTH thereof, does hereby amend said instrument by deleting Articles FIRST through TWENTY-THIRD inclusive, and substitute the following provisions in place thereof:

FIRST: This trust shall be known as The Adoria S. Frei Trust - 1999. As of the date hereof, the Donor is married to Emil Frei, III. The Donor has five (5) children now living, namely, Stephen M. Brock, Francis C. Brock, Peter A. Brock, Vincent D. Brock, and John C. Brock. Any reference herein to the Donor's "child, "children," or "issue" shall mean the parties named hereinabove and their lawful issue, as the context requires, including those born or adopted after the execution of the instrument.

SECOND: All property of the trust which is received by the Trustee during the life of the Donor or to which the Trustees become entitled as a result of the Donor's death shall be held and disposed of as follows:

1. During the Life of the Donor:

During the life of the Donor, the Trustee shall pay such part or all of the net income or principal of the trust to the Donor or anyone else as the Donor may direct from time to time in writing. In addition, in the Trustee's uncontrolled discretion the Trustee may at any time or times and for any reason pay any part or all of the net income or principal of the trust to the Donor even though the Donor does not request such payment. If at any time the Donor is not of legal capacity or the Trustees determine that the Donor is unable to manage her financial affairs, the Trustees may also in their uncontrolled discretion at any time or times and for any reason pay any part or all of the net income or principal of the trust to any one or more of the following persons, payments to more than one person to be made in such proportions among them as the Trustees see fit: the Donor's husband, Emil Frei, III, and the Donor's issue, whenever born. Any net income

not so paid shall be added to the principal of the trust at such times as the Trustees shall determine and in any event upon the death of the Donor.

2. Upon the Death of the Donor:

Upon the death of the Donor, the Trustees shall dispose of the remaining principal of the trust, including all property to which the Trustees become entitled as a result of the Donor's death, as follows:

(a) The Trustees shall convey, transfer and distribute any and all interest they may then possess in certain real property located at 10802 Kenilworth Avenue, Garrett Park, Maryland, to the Donor's children then living, equally as tenants in common.

(b) If the Donor's husband, Emil, survives the Donor, the Trustees shall set aside from said principal all property forming a part thereof with respect to which a marital deduction would not be allowable in computing the Donor's federal estate tax if said property were to pass outright to Emil, including without limitation all such property which is not includible in the Donor's gross estate for the purpose of computing said tax, and the Trustees shall hold said property as provided in the Family Trust under Article FIFTH.

(c) The Trustees shall pay from the balance of said principal all sums which are payable by them pursuant to the provisions of Article FIFTEENTH, and the Trustees shall hold the balance of said property as provided in the Funding Formula under Article TWENTY-SECOND.

THIRD: Qualified Terminable Interest Trust:

All property which is to be held by the Trustees as provided in this Article shall be held by the Trustees as a separate trust as follows:

1. During the Life of Emil:

The Trustees shall pay the net income of the trust at least as often as annually to the Donor's husband, Emil, as long as he lives, and in their uncontrolled discretion the Trustees may at any time or times and for any reason pay any part or all of the principal of the trust to Emil.

2. Upon the Death of Emil:

Unless sooner terminated by payments of principal as hereinabove provided, the trust shall terminate upon the death of Emil, whereupon if any issue of the Donor survives Emil, the Trustees shall distribute any undistributed income to the estate of the Donor's husband, Emil, and shall dispose of the remaining principal of the trust as provided in the Share Trusts under Article SIXTH, or in default of such issue the Trustees shall dispose of said principal as provided in the Remote Contingency Clause under Article NINTH, the word "then" as used in Article SIXTH or NINTH, as the case may be, being deemed to refer to the time of the death of Emil.

FOURTH: Qualification for Marital Deduction and Generation-Skipping Trust Administration:

1. It is the Donor's intention that if she is survived by her husband, Emil, the property held in the Qualified Terminable Interest Trust under Article THIRD shall be eligible to qualify for the marital deductions allowable in computing the Donor's estate tax. To this end, notwithstanding any provisions hereinabove to the contrary:

- (a) to the extent to which Emil from time to time so directs, the Trustees shall invest the principal of said trust in such manner that Emil will have substantially that degree of beneficial enjoyment of said trust which prevailing trust law and practice accord to the life beneficiary of a trust;
- (b) to the extent to which Emil from time to time so directs, the Trustees shall neither credit any receipts to the principal of said trust nor make any charges against the income of said trust contrary to prevailing trust law and practice; provided, however, that the Trustees shall have the power to allocate administrative expenses to income to the extent that such allocation is not a material limitation within the meaning of Regulation 20.2056(b)-4(a) on the spouse's right to income of the trust; and
- (c) all questions concerning the administration of the trusts hereunder and the construction of this instrument shall be resolved, and all powers, authorities, and discretions of the Trustees of the trusts hereunder shall be exercised in a

manner consistent with and to effectuate the aforesaid intention of the Donor.

2. The Donor requests that due consideration be given to making any principal distributions from a trust hereunder to Emil in the following order of priority: first, from the Qualified Terminable Interest Trust under Article THIRD, and second, from the Family Trust under Article FIFTH.

3. To reduce the incidence of the generation-skipping transfer tax, the Donor requests that the Trustees give due consideration to the following:

- (a) except as provided in subsection 3(c), when making distributions to or for the benefit of skip persons, to make such distributions from a trust having an inclusion ratio of zero (0);
- (b) when making distributions to beneficiaries other than skip persons, to make such distributions from a trust not having an inclusion ratio of zero (0); and
- (c) when making distributions with respect to a skip person's medical or education expenses which qualify for the exclusion permitted by Section 2611(b)(1), to make such distributions from a trust not having an inclusion ratio of zero (0), provided that any such distributions shall be made directly to an educational organization or medical care provider described in Section 2503(e) to qualify for the exclusion permitted by Section 2611(b)(1).

4. When considering making distributions to a non-skip person, the Trustees should be mindful that the use of such person's applicable credit amount and annual gift tax exclusion may permit the avoidance of transfer taxes. The Trustees should also consider the difference in rates, if any, between the generation-skipping transfer tax and the estate and gift taxes and whether a significant tax savings might be achieved by incurring an estate or gift tax as a result of a distribution rather than incurring a generation-skipping transfer tax. Notwithstanding the foregoing section 3 and this section, nothing contained herein shall be deemed to impose an obligation on the Trustees

to make distributions in any particular manner.

5. If at any time terminating distributions are to be made simultaneously from the principal of more than one trust hereunder, at least one of which has an inclusion ratio of zero (0) and at least one of which does not, then unless all the recipients of such distributions are non-skip persons or trusts exclusively for the benefit of non-skip persons, the Trustees shall make such distributions as follows:

- (a) while making such distributions, the Trustees shall keep property which has an inclusion ratio of zero (0) separate from property which has an inclusion ratio of other than zero (0);
- (b) in making such distributions, the Trustees shall to the extent possible equitably allocate property which has an inclusion ratio of zero (0) to skip persons and to trusts exclusively for the benefit of skip persons; if, after making such distribution, there remains any property which has an inclusion ratio of zero (0), such property shall to the extent possible be equitably allocated among non-skip persons and trusts, if any, which are not exclusively for the benefit of skip persons; and
- (c) the Trustees' determinations hereunder shall be binding on all persons.

6. It is the Donor's intention that the Donor shall to the extent possible fully utilize her GST exemption and that all trusts created pursuant to any formula contained herein shall have an inclusion ratio for purposes of the GST of either zero (0) or one (1). All questions concerning the administration of the trusts hereunder and the construction of this instrument shall be resolved, and all powers, authorities and discretions of the Trustees of any trust hereunder shall be exercised in a manner consistent with and to effectuate the aforesaid intentions of the Donor.

FIFTH: Family Trust:

All property which is to be held by the Trustees as provided in this Article shall be held by the Trustees as a separate trust as follows:

1. Distributions during the Life of Emil:

The Trustees shall pay the net income of the trust at least as often as annually to the Donor's husband, Emil, as long as he lives. In addition, the Trustees may in their uncontrolled discretion and at any time or times and for any reason pay any part or all of the principal of the trust to any one or more of the following persons, payments to more than one person to be made in such proportions among them as the Trustees see fit: the Donor's husband, Emil, and the issue of the Donor, whenever born.

2. Distribution to Share Trusts:

Unless sooner terminated by payments of principal as hereinabove provided, the trust shall terminate upon the death of Emil, whereupon the Trustees shall dispose of any undistributed income and the remaining principal of the trust as provided in the Share Trusts under Article SIXTH if any issue of the Donor survives Emil, or in default of such issue the Trustees shall dispose of said principal as provided in the Remote Contingency Clause under Article NINTH, the word "then" as used in Article SIXTH or NINTH, as the case may be, being deemed to refer to the time of the death of Emil.

SIXTH: Share Trusts (for issue):

Whenever any property is to be disposed of as provided in this Article, the Trustees shall divide said property into as many equal shares as there shall be children of the Donor then living and children of the Donor then deceased with issue then living, one (1) share to be set aside for each then living child of the Donor and one (1) share to be set aside for the then living issue of each child of the Donor then deceased but represented by issue then living, and shall dispose of said shares as follows:

1. The share set aside for a then living child of the Donor shall be held by the Trustees as a separate trust as follows:

(a) Distributions during Life of a Child of the Donor: The Trustees may in their uncontrolled discretion at any time or times and for any reason pay any part or all of the net income and/or principal of the trust to any one or more of the following persons, payments to more than one person to be made in such proportions among them as the

Trustees see fit: said child of the Donor and each of the issue of said child, whenever born. It is the Donor's hope, without imposing any legal or equitable restriction upon the Trustees, that distributions to pay the education expenses of the issue of the Donor's said child be given priority over distributions for other purposes. Any net income not so paid shall be added to the principal of the trust at such times as the Trustees shall determine and in any event upon the termination of the trust.

(b) Distribution on Death of a Child of the Donor (limited and general power of appointment): Unless sooner terminated by payments of principal as hereinabove provided, the trust shall terminate upon the death of said child of the Donor, whereupon the Trustees shall distribute the remaining principal of the trust to such one or more of said child's issue, and in such proportions among them if to more than one, as said child shall appoint by will, making specific reference to this power, with the right so to appoint upon any terms, conditions, limitations, and trusts, including the right to create new powers of appointment. In default of such appointment or to the extent to which said principal is not effectively appointed, the Trustees shall (subject to the Continuing Trust retention provisions for younger beneficiaries under Article EIGHTH) distribute said principal per stirpes to the then living issue of said child, or in default of such issue the Trustees shall (subject to the Continuing Trust retention provisions under Article EIGHTH) distribute said principal per stirpes to the then living issue of the Donor, or in default of such issue the Trustees shall dispose of said principal as provided in the Remote Contingency Clause under Article NINTH, the word "then" as used therein being deemed to refer to the time of the death of said child. Notwithstanding the foregoing, the Trustees may, in their sole discretion, by an instrument in writing delivered to said child, authorize said child to exercise the power of appointment granted herein in favor of anyone, including said child's estate and the creditors of said child's estate.

2. The share set aside for the then living issue of a deceased child of the Donor shall (subject to the Pickup Trust retention provisions under Article EIGHTH) be distributed per stirpes to said issue.

SEVENTH: Capturing Clause:

Whenever any property becomes distributable, except as a result of the exercise of a power of appointment or the exercise of the Trustees' power to make discretionary payments of income and/or principal, to any beneficiary who is then eligible to receive net income from another trust hereunder, said property shall be distributed to the Trustees of said other trust and thereafter held and disposed of as a part thereof.

EIGHTH: Under Age Twenty-five (25) Continuing Trust (for grandchildren and more remote issue):

Whenever any property becomes distributable by any Trustees, except as a result of the exercise of a power of appointment or the exercise of the Trustees' power to make discretionary payments of income and/or principal, to any beneficiary who is then less than twenty-five (25) years of age, and the provisions of Article SEVENTH do not apply, said property shall be held by said Trustees as a separate trust as follows:

1. The Trustees may in their uncontrolled discretion at any time or times and for any reason pay any part or all of the net income and/or principal of the trust to said beneficiary, any net income not so paid to be added to the principal of the trust at such times as the Trustees shall determine and in any event upon the termination of the trust.

2. Unless sooner terminated by payments of principal as hereinabove provided, the trust shall terminate upon the first to occur of (i) the twenty-fifth (25th) birthday of said beneficiary, (ii) the death of said beneficiary, or (iii) the expiration of twenty-one (21) years after the death of the last survivor of the Donor, the Donor's husband, Emil, and all of the Donor's issue living at the time of the Donor's death, whereupon the Trustees shall distribute the remaining principal of the trust to said beneficiary if then living, otherwise to such one or more of said beneficiary's spouse and said beneficiary's issue, and in such proportions among them if to more than one, as said beneficiary shall appoint by will, making specific reference to this power, with the right so to appoint upon any terms, conditions, limitations, and trusts, including the right to create new powers of appointment. In default of such appointment or to the extent to which said principal is

not effectively appointed, the Trustees shall (in the case of the death of said beneficiary, subject to this Article EIGHTH) distribute said principal per stirpes to the then living issue of said beneficiary, or in default of such issue the Trustees shall (in the case of the death of said beneficiary, subject to this Article EIGHTH) distribute said principal per stirpes to the then living issue of the Donor, or in default of such issue the Trustees shall dispose of said principal as provided in the Remote Contingency Clause under Article NINTH, the word "then" as used therein being deemed to refer to the time of the death of said beneficiary.

NINTH: Remote Contingency Clause:

Whenever any property is to be disposed of as provided in this Article, the Trustees shall distribute one-half (1/2) of said property as though the Donor had then died possessed of the same, intestate, unmarried, without creditors, and domiciled in Massachusetts, and one-half (1/2) of said property as though the Donor's husband, Emil, had then died possessed of the same, intestate, unmarried, without creditors, and domiciled in Massachusetts.

TENTH: Power to Amend:

The Donor expressly reserves the right to amend this instrument and the trusts hereby created in any respect whatever and as often as desired, and also to revoke the same, either in whole or in part, by an instrument signed by the Donor and delivered to the Trustees. Upon termination of the trust pursuant to this Article, the property then held in trust and then or thereafter payable to the Trustees, less such taxes, assessments, and charges, including termination fees, as may properly be assessed against or charged upon the trust funds in the hands of the Trustees, shall be transferred and conveyed to the Donor, or as the Donor may in writing direct, and the Donor's receipt therefor shall be a sufficient acquittance to the Trustees.

ELEVENTH: Successor Trustees:

1. Any Trustee of any trust may resign at any time from said trust by a writing signed by such Trustee. Written notice of resignation shall be promptly given by the

resigning Trustee to the Donor, if then living, to the remaining Trustee or Trustees of said trust, if any, and to each person who would then be entitled to receive notice of an account of the Trustees of said trust. Failure to give any notice shall not invalidate the resignation, but it shall not be effective as against any person dealing in good faith with an apparent Trustee of said trust without knowledge thereof.

2. Any individual serving as a Trustee of any trust shall cease to serve as such Trustee whenever such individual is not of legal capacity.

3. There shall at all times be one (1) or more Trustees of each trust, the number of Trustees of any trust to be determined by the Trustee or Trustees of said trust then in office, subject to the requirement that at least one (1) Trustee shall not be an interested person. Any vacancy in the office of Trustee of any trust shall be filled by the Donor's husband, Emil Frei, III and Harry J. Cancelmi, and any further vacancy shall be filled by David Foley.

4. Any vacancy in the office of Trustee of any trust not filled as hereinabove provided shall be filled by a successor appointed by a writing signed by the Donor, if the Donor is of legal capacity, otherwise by the remaining Trustee or Trustees of said trust, if any, with the written consent of a majority of the persons eligible to receive net income from said trust at the time of said appointment who at that time are of legal capacity or have guardians; and if there be no remaining Trustee of said trust, said vacancy shall be filled by a writing signed by a majority of said persons. Any such consent or writing shall be given or executed by the guardian of any such person under guardianship.

5. Upon acceptance of any trust by a writing signed by a successor Trustee, title to the trust property shall vest in said successor Trustee, jointly with any other Trustee or Trustees then serving. No Trustee, whether original or successor, shall be required to give any bond as said Trustee except as specifically required by law, and then only in the lowest permissible amount and without sureties if permitted by law.

6. If the Donor is of legal capacity, she may at any time remove any Trustee of any trust hereunder by delivering written notice thereof, signed by the Donor, to such

Trustee. Written notice of such removal shall be promptly given by the Donor, to the remaining Trustee or Trustees of said trust, if any, and to each person who would then be entitled to receive notice of an account of the Trustees of said trust. Failure to give any notice shall not invalidate the removal, but it shall not be effective as against any person dealing in good faith with an apparent Trustee of said trust without knowledge thereof.

7. Except as otherwise provided herein, whenever there is less than the requisite number of Trustees of any trust, the Trustee or Trustees in office shall have full power to act in all matters, discretionary or otherwise, for a period not exceeding six (6) months pending the appointment of another Trustee.

TWELFTH: Limitations on Powers of Interested Persons:

Notwithstanding any provisions herein to the contrary, an interested person shall not have any power, authority, or discretion as a Trustee of any trust hereunder to make or participate in any discretionary decision concerning the payment or accumulation of income of said trust, the payment of principal of said trust, the determination of what constitutes income and principal of said trust and the charges to be made against each, the authorization of a general power of appointment under Article SIXTH, or the exercise any incident of ownership with respect to any policy of insurance on his own life; and no Trustee shall delegate to an interested person any such power, authority, or discretion. This provision is intended to preclude the possibility of the imposition of estate, inheritance, or other taxes which in its absence might be sought from said persons or from their estates.

THIRTEENTH: Powers Clause:

In extension and not in limitation of any common law or statutory power, the Trustees shall have and may exercise at any time or times, without license of court or notice to or consent of beneficiaries, the following powers, authorities, and discretions, which shall continue after the termination of each trust for the purpose of distributing the trust estate:

To retain, purchase, and invest in any property, regardless of its character, its quality, the principle of diversification, or

any other principle applicable to investments of fiduciaries, including without limitation any shares, participations, or other interests in a common trust fund or a mutual fund, non-dividend paying shares of common stock, uninvested cash, any other unproductive property, and any and all property received by the Trustees by gift, by will, or otherwise from the Donor or anyone else;

to participate in the formation, termination, dissolution, liquidation, reorganization, recapitalization, consolidation, sale, or lease of any corporation, trust, partnership, limited liability company, or other business organization, upon such terms and conditions as the Trustees, in their sole and uncontrolled discretion may determine and to receive and retain any securities or other property resulting therefrom;

to deposit securities in a voting trust or with a committee, fiduciary, or depositary representing holders of securities;

to exercise in whole or in part any or all options or other rights to purchase securities or obligations of any corporation;

to vote, to give proxies with or without power of substitution, and to exercise other rights of a holder of securities;

subject to Article FOURTH, to determine, regardless of probate law and practice, what constitutes income and principal and the charges to be made against each;

to make contracts and covenants, to borrow or lend money with or without security, to sell, exchange, lease, mortgage, pledge, or grant easements over or options with respect to any property, to determine the terms and manner of doing so, and to execute and deliver all appropriate instruments connected therewith, whether or not the effect thereof extends beyond the termination of all trusts;

to maintain, repair, improve, insure, develop, subdivide, partition, change, or alter any property;

to refuse to accept, abandon or destroy property that either is or may be contaminated by any hazardous substances, is being used or has been used for any activities directly or indirectly involving hazardous substances, could impair the value of other trust assets, may be in violation of any environmental law, or for any other reason as determined in the discretion of the Trustees;

to inspect and monitor real and personal property (including, without limitation, interests in sole proprietorships, partnerships, or corporations and any assets owned by such business entities) for the purpose of determining compliance with environmental laws affecting such property, and to respond to actual or threatened violations of any environmental laws affecting such property;

to take any action necessary to prevent, abate, or otherwise remedy any actual or threatened release of hazardous substances or violation of any environmental laws affecting any trust property either before or after the initiation of an enforcement action by any government body;

to settle or compromise, at any time, any and all claims against the trust that may be asserted by any governmental body or private party, involving the alleged release or threatened release of hazardous substances and for the alleged violation of any environmental laws affecting property held by the trust;

to release or disclaim in whole or in part, in accordance with applicable Federal and state laws, at any time or times, any power granted by any document or any statute or rule of law which, in the sole discretion of the Trustees, may expose the Trustees to liability under the environmental laws or impair the value of the trust assets;

to charge the reasonable cost of any abatement, cleanup, inspection, assessment, insurance, database review, or any other response or remedial action, as authorized herein, against the income or principal of the trust;

to improve or develop real estate; to construct, alter, or repair buildings or structures on real estate; to settle boundary lines and easements and other rights with respect to real estate; to partition and to join with co-owners and others in dealing with real estate in any way;

to impose, amend, or remove restrictions on the transfer of any property;

to employ agents, custodians, investment counsel, and attorneys, and to pay them reasonable compensation in addition to that of the Trustees;

to pay, resist, compromise, submit to arbitration, or enter into or maintain litigation to resolve any claim or matter in dispute;

to combine the property of any two or more trusts hereunder, or to combine the property of any trust hereunder with any other trust created by the Donor or the Donor's husband, Emil, if such trusts are for the benefit of the same beneficiaries and have substantially the same dispositive terms and conditions, and to hold and administer such combined trust property as a single trust fund (bearing in mind, however, the inclusion ratio of each such trust and other federal and state tax attributes of each such trust);

to divide any single trust hereunder into two or more trusts if necessary or desirable for any reason, including without limitation the holding as a separate trust any property as to which the executor of the Donor's estate has made or has failed to make an election pursuant to the provisions of Section 2056(b)(7) of the Code or any state statutes of similar import as may be in force at the time of the Donor's death, and the establishment of trusts having inclusion ratios of zero (0) or one (1) for purposes of the generation-skipping transfer tax, any such division to be made in accordance with the applicable tax laws in effect at the time of the division of the trust;

to hold any property distributable to a trust hereunder as a separate trust with identical dispositive terms if said property

or any part thereof has an inclusion ratio for generation-skipping transfer tax purposes that is different from the inclusion ratio of said trust;

subject to Article FOURTH, to amend any of the administrative provisions of this instrument for any reason;

to hold, manage, and account for the property of any two or more trusts hereunder in common and as a single fund, making division thereof only upon the Trustees' books of account, and in such event to allocate to each trust its proportionate part of the principal and income of the common fund and to charge to each trust its proportionate part of the expense of administering the common fund;

to open bank accounts with the right in any one or more of them whenever more than one Trustee is serving hereunder to make withdrawals therefrom;

to hold property in the name of a nominee or in any other form not indicating any fiduciary relationship;

to deposit securities with a Federal Reserve Bank or clearing corporation, and to permit the ownership and other interests in securities so deposited to be carried in book entry form without the physical delivery of said securities;

to make allocations, divisions, and distributions pro rata or not pro rata, in cash or in kind or in both, at values on the date or dates of allocation, division, or distribution;

to keep the whole or any part of the property of any trust in any jurisdiction;

to refrain from making compensating adjustments to income or principal as a result of elections made or deductions taken on tax returns; and

to disclaim any common law or statutory power or any power granted hereunder.

Except as provided in Article TWELFTH, whenever more than one Trustee is

serving hereunder, discretionary decisions shall be made by a majority of the Trustees but once made may be implemented by any one or more of the Trustees.

FOURTEENTH: Power to Apply Payments:

In making any payment of income or principal to any beneficiary hereunder, the Trustees may make the same regardless of the amount of said payment: (1) directly to or for the benefit of said beneficiary, regardless of his legal status, or to his guardian; (2) to the custodian for said beneficiary, if any, named in the Donor's will, otherwise to any person as custodian for said beneficiary under the Uniform Transfers to Minors Act or corresponding statute of any jurisdiction; or (3) to the trustee of a trust established for the benefit of said beneficiary. Any such payment or application shall be a complete discharge to the Trustees without any receipt, provided, however, that no Trustee shall have the power to apply any such payment in satisfaction of the legal obligation of any parent of a beneficiary to support said beneficiary, or to discharge any other legal obligation that a parent has with respect to a beneficiary. Notwithstanding any provision herein to the contrary, no payment shall be made by the Trustees and no exercise of a power of appointment granted hereunder shall be effective if the vesting in possession or enjoyment of any interest in the property subject to the payment or exercise could be postponed to a time later than twenty-one (21) years after the death of the last survivor of the Donor, the Donor's husband, Emil, and all of the Donor's issue living at the time of the Donor's death as a result of such payment or exercise.

FIFTEENTH: Payments of Debts, Taxes and Other Expenses:

1. Payments to Executor:

The Trustees are directed to pay promptly to the Donor's Executor all sums which said Executor shall request from them from time to time in writing within five (5) years after the Donor's death for the payment of any or all debts and funeral expenses of the Donor, expenses of administering the Donor's estate, pecuniary legacies under the Donor's will and all codicils thereto, and all the following taxes occasioned by the Donor's death whether or not said taxes are attributable to the property passing hereunder:

estate taxes; generation-skipping transfer taxes imposed on direct skips; and inheritance taxes on property passing or accruing from the Donor. The Trustees need not inquire as to the correctness or propriety of any amount so requested by said Executor and shall not be responsible for the application thereof, the receipt of said Executor being a complete discharge to the Trustees for any such payment.

2. Settlements and Compromises:

The Trustees are authorized to resist, settle, compromise, and/or pay the whole or any part of any or all of the items referred to in section 1 of this Article to the extent to which said items are not settled, compromised, or paid by said Executor.

3. Source of Payment:

The Trustees are directed to charge any and all payments made by them pursuant to sections 1 and 2 of this Article, without any apportionment thereof, to the property passing under section 2 of Article SECOND as provided therein.

4. Limitation on Power to Make Payments:

Notwithstanding anything herein to the contrary, the Trustees shall not make any payment pursuant to the provisions of this Article from any property if said payment would subject said property to an estate and/or inheritance tax to which it would not otherwise be subject.

SIXTEENTH: Power to Terminate Inadvisable Trusts:

If the Trustees of any trust hereunder in their uncontrolled discretion at any time determine that it is uneconomical, impractical, or otherwise inadvisable to continue to hold said property in trust, and if by the terms of this instrument said Trustees in their uncontrolled discretion then may distribute all of said property to any one or more of the beneficiaries of said trust in such proportions among them as the Trustees see fit, and if in the determination of the Trustees it is in the best interests of the beneficiaries to distribute said property, the Donor expresses the hope, without imposing any legal or equitable obligation in this regard, that the Trustees will so distribute all of said property to any one or more of said beneficiaries.

SEVENTEENTH: Spendthrift Clause:

Except as herein authorized, the interest of each beneficiary hereunder, whether in income or in principal, shall not be subject to alienation or anticipation and shall be free from control by any creditors or spouse of said beneficiary.

EIGHTEENTH: Limitation on Trustees' Liability:

A Trustee shall not be liable for the default of any predecessor Trustee or other Trustee, for leaving property in the hands of any other Trustee, or for any error of judgment or law on his own part, but he shall be liable only for his own willful default. Any Trustee or any firm, corporation, or association in or with which he is in any way interested or connected may act as attorney for, deal and contract with, and be employed by the Trustees without accountability for any profit, benefit, or compensation received in connection with any such action, dealing, or relationship, none of which shall be void or voidable.

Except as otherwise provided herein, whenever there is more than one Trustee serving hereunder, any Trustee may from time to time by written power of attorney delegate all or any of his powers, whether discretionary or otherwise, to any other Trustee for a period of not more than six (6) months at a time; any such delegation may be renewed by successive powers of attorney and may be revoked.

NINETEENTH: Provisions regarding Life Insurance:

As to any policies of insurance on the life of the Donor which are payable to the Trustees as beneficiary but not owned by the Trustees:

1. During the Life of the Donor:

During the life of the Donor, the Trustees shall not be entitled to receive any dividends or other payments accruing on said policies or to exercise any benefits, options, or privileges appertaining to said policies and shall not be under any duty to pay the premiums, dues, assessments, or other charges which are or may become due or payable on said policies.

2. Upon the Death of the Donor:

Upon the death of the Donor, the Trustees shall use their best efforts to collect and receive all amounts payable to them as beneficiary of said policies after deducting therefrom all advances, loans, premiums, and other charges then payable from said policies; provided, however, that the Trustees shall be responsible for the proceeds of said policies only as, if, and when paid to them, and that except at their own option they shall not enter into or maintain any litigation to enforce payment of the proceeds of any of said policies until they have been indemnified to their sole satisfaction against all expenses and liabilities for which they may be obligated by such action on their part.

TWENTIETH: Accounting Provision:

1. During the Life of the Donor:

During the life of the Donor, the Trustees shall render an account of their administration of the trust to the Donor at such times as the Donor shall request in writing; provided, however, that the Trustees may at any time or times render an account to the Donor, if the Donor is of legal capacity, or to the Donor's guardian, even though the Donor does not request the same. The Donor shall be deemed to have approved an account if the Donor or such guardian assents to the account in writing or does not give written notice to the Trustees of an objection to the account within ninety (90) days after the date on which the account is rendered.

2. Upon the Death of the Donor:

Upon the death of the Donor, the Trustees of each trust shall each year prepare an account of their administration of the trust and give written notice to each person entitled thereto as hereinafter provided that the account has been prepared and that a copy thereof will be furnished upon request in writing. Said notice shall be given by mail or delivery (i) to each person eligible to receive net income from the trust at the time at which notice is given if at that time such person is of legal capacity and (ii) to the guardian of each person eligible to receive net income from the trust who at that time is under guardianship. A person to whom notice of an account is given shall be deemed to have

approved the account if he assents to the account in writing or if he does not give written notice to the Trustees of his objection to the account within ninety (90) days after the date on which notice is given, even though he does not request a copy of the account as herein provided.

3. Effect of Approval of Account:

The approval of any account of any trust as hereinabove provided during the Donor's lifetime by the Donor or the Donor's guardian or after the death of the Donor by a majority of the persons entitled to receive notice of the account as hereinabove provided shall constitute a full and complete discharge to the Trustees from further accountability or liability as to all matters and transactions stated therein or shown thereby and as to all persons, whether in being or under disability or not, who have been, are then, or may thereafter become eligible to share in either the principal or the net income of the trust.

TWENTY-FIRST: Reliance by Third Parties:

With respect to the terms of this instrument, the existence and terms of any amendments hereto, the termination of any trust hereunder, and the identity, decisions, and actions of the Donor, Trustees, and beneficiaries, all persons may rely conclusively (i) on the facts stated in a certificate signed by any Trustee and (ii) with respect to any real estate held by the Trustees, on the records of the appropriate office in which instruments affecting said real estate are recorded.

TWENTY-SECOND: Funding Formula:

All property which is to be disposed of by the Trustees as provided in this Article shall be disposed of as follows:

1. If the Donor's Husband, Emil, Survives the Donor:

(a) The Trustees shall set aside from said property and hold as provided in the Qualified Terminable Interest Trust under Article THIRD the smallest amount (if any be required) which by reason of its passing under this subsection 1(a) and Article THIRD will produce the smallest possible aggregate amount of federal and state estate and inheritance taxes *at the Donor's death* (which shall be interpreted as eliminating, or

minimizing to the extent possible, the Massachusetts (or other applicable state) estate tax, even if such elimination or minimization results in less than the full use of the Donor's applicable exemption amount for federal purposes), after taking into consideration all credits allowable against said taxes. This gift shall be satisfied to the fullest extent possible (i) out of assets (or the proceeds thereof) which are not subject to inheritance, succession, estate, or other death taxes imposed by a country other than the United States of America and, subject to the foregoing limitation, (ii) out of assets (or the proceeds thereof) with respect to which a marital deduction is allowable in computing the Donor's state estate or inheritance tax.

(b) The Trustees shall hold the remaining balance (if any) of said property as provided in the Family Trust under Article FIFTH.

(c) Emil may disclaim all of his interest in any part or all of the property passing under the foregoing subsection 1(a). The portion of any such property in which any such interest is so disclaimed shall be held by the Trustees as provided in the Family Trust under Article FIFTH for the benefit of Emil and any other beneficiaries thereunder.

(d) Notwithstanding anything hereinabove to the contrary, for the purposes of all computations which are required by subsection 1(a), (i) the effects of any disclaimers of interests shall be disregarded, and (ii) it shall be presumed that the Donor's Executor will make all elections which may be made pursuant to the provisions of Section 2056(b)(7) of the Code or pursuant to the provisions of any federal or state statutes of similar import which may be in force at the time of the Donor's death with respect to assets to be held in the Qualified Terminable Interest Trust under Article THIRD. Notwithstanding the foregoing presumptions, nothing contained herein shall impose any condition or requirement on the Donor's Executor to make or not to make any such elections.

2. If the Donor's Husband, Emil, Does Not Survive the Donor:

If the Donor's husband, Emil, does not survive the Donor, the Trustees shall dispose of said property as provided in Article SIXTH if any issue of the Donor survives the Donor, or in default of such issue the Trustees shall dispose of said property as

provided in Article NINTH, the word "then" as used in Article SIXTH or NINTH, as the case may be, being deemed to refer to the time of the Donor's death.

TWENTY-THIRD: Definitions and Principles of Construction:

The validity, interpretation, construction, and administration of the trusts hereby created shall in all respects be governed by the laws of Massachusetts. As used herein:

the term "Trustees" means, wherever the context so permits, the Trustees for the time being of the appropriate trust, whether original or successor;

the term "interested person" means, with respect to any trust hereunder, any person other than the Donor who is at the time eligible to receive net income and/or principal from such trust or is legally obligated to support a person so eligible;

the term "child" means a lawful descendant by blood or adoption in the first degree only;

the term "issue" means lawful descendants by blood, or descendants by adoption, in any one or more generations, in any degree, and as set forth in Article FIRST, each of the issue of the Donor's husband, Emil, shall for all purposes hereunder be treated as and deemed to be issue of the Donor;

the term "spouse" means wife or husband during marriage and widow or widower, whether or not remarried;

the term "guardian" means the legally appointed guardian or conservator of the property of a beneficiary;

the term "property" means any property, whether real, personal, or mixed;

the term "Code" means the federal Internal Revenue Code of 1986, as amended from time to time, and any references to "Section" shall be understood to refer to sections of the Code except where the context requires otherwise and shall also include the corresponding provisions of any subsequent federal tax law; the term "Regulations" means regulations issued by the Treasury Department to aid in the interpretation of the Code and includes Temporary and Proposed

Regulations where the context so permits;

the term "taxes" shall be deemed to include any and all interest and penalties connected therewith;

the term "GST" means the tax on certain generation-skipping transfers imposed by Chapter 13 of the Code;

the term "GST exemption" means the exemption allowed by Section 2631;

the term "inclusion ratio" shall have the meaning provided in Section 2642;

the term "skip person" shall be defined as provided in Section 2613(a)(1); and

the term "non-skip person" shall be defined as provided in Section 2613(b).

- In addition, throughout this instrument: -

an individual shall be presumed to be "not of legal capacity" if such individual is (1) incapacitated to such a degree that he is unable to make informed decisions regarding financial affairs, as certified in a writing signed by a physician attending said individual, or (2) currently under conservatorship or guardianship;

any power granted to a beneficiary herein may be exercised by an attorney in fact on behalf of the beneficiary;

whenever property is to be distributed "per stirpes" to the then living issue of an individual, said property shall be divided into as many equal shares as there are (a) then living issue in the nearest degree of consanguinity to that individual and (b) issue of that individual in that same degree of consanguinity who are not then living of whom any issue is then living, and each share for a person in that same degree of consanguinity who is not then living shall be redivided in the same manner into shares for that person's then living issue;

where the context so permits, each of the masculine, feminine, and neuter genders shall be deemed to denote the other two genders, the singular to denote the plural, and the plural to denote the singular; and

underlined captions used herein shall not be deemed to limit or modify the terms and provisions of this instrument.

TWENTY-FOURTH: If any beneficiary of this trust shall contest the validity of this trust or any part of it, or shall institute or join in, except as a party defendant, any proceeding to contest the validity of this trust from being carried out in accordance with its terms, not including a petition for instructions for the interpretation of this trust instituted in good faith and for probable cause, then all interests in the trust property otherwise passing to such beneficiary or to a trust of which such beneficiary has an initial interest shall be revoked and shall pass under this trust as if such beneficiary and such beneficiary's issue had predeceased the Donor."

Except as hereinbefore amended, the Donor ratifies and confirms the provisions of said instrument of trust and acknowledges receipt of this instrument of amendment as Trustee.

Executed under seal this 28th day of February,
2003.

Adoria S. Frei

Adoria S. Frei, Donor and Trustee

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

February 28, 2003

Then personally appeared the above-named Adoria S. Frei and acknowledged the foregoing instrument to be her free act and deed, before me,

Denise A. Lambert

Notary Public

My commission expires:

DENISE A. LAMBERT
NOTARY PUBLIC
My Commission Expires Oct. 15, 2004

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PT00369

SECOND AMENDMENT TO THE

ADORIA S. FREI TRUST - 1999

ADORIA S. FREI, who is currently residing in Clark County, State of Nevada, in her capacity as Donor and Trustee, pursuant to the right reserved by Donor under the TENTH Article of the "ADORIA S. FREI TRUST - 1999" dated September 14, 1999 (the "Trust"), which Trust was completely restated on February 8, 2003, , does hereby further amend the Trust as follows:

1. Subsection (a) of Section 2, "Upon the Death of Trustor", of the SECOND Article of the Trust is hereby deleted in its entirety and restated to read as follows:

(a) The Trustee shall administer the real estate holdings described as follows according to the following provisions:

- (i) House at 5780 El Camino Road. The Trustee sell any and all right, title or interest the Trustee may possess in that certain house located at 5780 El Camino Road, Las Vegas, Nevada 89118 to STEPHEN M. BROCK for the purchase price of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) and the net proceeds from the sale of such property shall be added to the remaining principal of the trust.
- (ii) 10802 Kennilworth Place. The Trustee shall sell any and all right, title or interest the Trustee may possess in that certain house located at 10802 Kennilworth Place, Kennilworth, Maryland 20896 (the "Kennilworth House") to either STEPHEN M. BROCK, FRANCIS C. BROCK, PETER A. BROCK, VINCENT D. BROCK or JOHN C. BROCK, as any of them shall elect after being notified by the Trustees of their respective rights to purchase the Kennilworth House, for its then appraised value and the net proceeds from the sale of such property shall be distributed outright and free from trust in equal shares to donor's sons, STEPHEN M. BROCK, FRANCIS C. BROCK, PETER A. BROCK, VINCENT D. BROCK or JOHN C. BROCK or, alternatively, if either STEPHEN M. BROCK, FRANCIS C. BROCK, PETER A. BROCK, VINCENT D. BROCK or JOHN C. BROCK shall have died prior to the Donor, to such deceased child's descendants by right of representation. If more than one of the persons identified in the immediately preceding sentence elect

to purchase the Kennilworth House, then each purchaser shall contribute pro rata to the purchase price and the Trustees shall convey title to the purchasers as tenants in common in equal shares unless the purchasers unanimously elect otherwise. Any person who has not notified the Trustees in writing of her intent to purchase the Kennilworth House within THIRTY (30) days or less following the date of receiving notice of her rights of purchase from the Trustees, then such person shall be deemed to have waived her right to purchase the Kennilworth House.

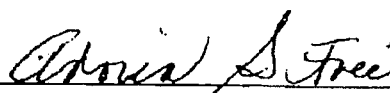
- (iii) 10401 Grosvenor Place. The Trustee shall sell any and all right, title or interest the Trustee may possess in that certain condominium located at 10401 Grosvenor Place, Rockville, Maryland 20852 (the "Grosvenor Place Condo") to either STEPHEN M. BROCK, FRANCIS C. BROCK, PETER A. BROCK, VINCENT D. BROCK or JOHN C. BROCK, as any of them shall elect after being notified by the Trustees of their respective rights to purchase the Grosvenor Place Condo, for its then appraised value and the net proceeds from the sale of such property shall be distributed outright and free from trust in equal shares to donor's sons, STEPHEN M. BROCK, FRANCIS C. BROCK, PETER A. BROCK, VINCENT D. BROCK or JOHN C. BROCK or, alternatively, if either STEPHEN M. BROCK, FRANCIS C. BROCK, PETER A. BROCK, VINCENT D. BROCK or JOHN C. BROCK shall have died prior to the Donor, to such deceased child's descendants by right of representation. If more than one of the persons identified in the immediately preceding sentence elect to purchase the Grosvenor Place Condo, then each purchaser shall contribute pro rata to the purchase price and the Trustees shall convey title to the purchasers as tenants in common in equal shares unless the purchasers unanimously elect otherwise. Any person who has not notified the Trustees in writing of her intent to purchase the Grosvenor Place Condo within THIRTY (30) days or less following the date of receiving notice of her rights of purchase from the Trustees, then such person shall be deemed to have waived her right to purchase the Grosvenor Place Condo.

2. Section 3 of the ELEVENTH Article of the Trust, Successor Trustees, is hereby deleted in its entirety and restated to read as follows:

3. Any vacancy in the office of Trustee of any trust shall be filled by the Donor's son, STEPHEN M. BROCK, who shall serve as sole Trustee.

3. Donor hereby ratifies and confirms the Trust as amended by this second amendment.

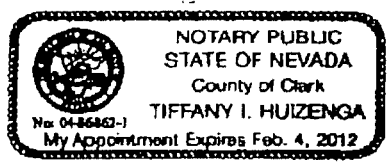
DATED this 10th day of NOVEMBER, 2008.

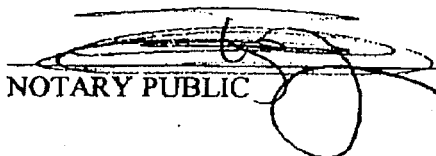


 ADORIA S. FREI

STATE OF NEVADA)
) ss
 COUNTY OF CLARK)

On this 10th day of NOVEMBER, 2008, personally appeared before me ADORIA S. FREI who duly acknowledged that he executed the foregoing document.





 NOTARY PUBLIC

PT00373

DURABLE POWER OF ATTORNEY FOR ASSETS

1. APPOINTMENT OF ATTORNEY-IN-FACT

I, Emil Frei III and Adoria Frei (hereinafter sometimes referred to as "Principal"), appoint as my Attorney-in-Fact Stephen M. Brock (hereinafter referred to as "Attorney") who resides at 5770 El Camino Road, Las Vegas, NV 89118.

(a) Effective Date. This Durable Power of Attorney is effective upon execution.

(b) Severability. In the event that any provision herein is invalid, the remaining provisions shall nonetheless be in full force and effect.

2. DURABLE GENERAL POWER OF ATTORNEY

My Attorney shall have the powers to perform all acts which in his or her sole discretion shall deem necessary, expedient or desirable binding me and my property, real, personal and mixed, as fully to all intents and purposes as I might or could do if personally present, including, without limiting the generality of the foregoing for me and in my name and on my behalf, to:

(a) Sell, convey and in every other manner, transfer, exchange for cash and/or on credit, manage, control and deal with, lease, encumber by mortgage, pledge, or in any other manner, all or any part of the estate and property of every nature whatsoever, situated, which I do now, or may at any time hereafter possess or be entitled to as in his or her sole discretion he or she shall deem proper or expedient; and to

(b) Make, execute, acknowledge and deliver for me and in my name, place and stead, all deeds, conveyances, trust deeds, mortgages, plats (with or without dedication of streets, alleys, parks or land for other public purposes), leases with release of dower and homestead rights, notes, contracts, bills of sale, assignments, stock and bond powers, certificates and written instruments of every kind; and to

(c) Make, execute, deliver and file federal, state and local income tax and other returns and documents, consents, waivers, claims for abatement, refund or credit, closing agreements and other documents of every kind relating to such taxes and to prosecute and settle claims for abatement, refund or credit and to do all things in connection with such taxes as fully as I could do myself and to appear for me and to represent me before the Treasury Department and other tax authorities in connection with any matter involving such taxes, with full power to

do anything whatsoever in connection therewith, including full power of substitution and revocation; and to

(d) Withdraw any money on deposit with any bank, or savings and loan association by signing checks or in any other manner, and to have access to and the right to remove any and all contents of any and all safety deposit boxes or vault boxes heretofore rented by me or which I may hereafter rent and/or in connection with which I shall have the right of access; and to

(e) Ask, demand, recover and receive of and from all and every person or persons, whomsoever, and from all and every source and sources whatsoever, all debts, tort claims and demands and all property of every nature whatsoever, real, personal or mixed, legal or equitable, wheresoever situated, now or at any time hereafter belonging to or owing to me, or to which I am now or may at any time hereafter become entitled, and to give acquittances, discharges, receipts and releases for the same; and to adjust, compromise, settle and compound the same; and to sue, prosecute, defend and implead for the same, and in that behalf to make, execute, acknowledge and deliver any and all instruments of every nature and kind whatsoever; and to

(f) Vote any and all shares of stock, of any and all corporations which I may now or at any time hereafter own or be possessed of; to sell, transfer, exchange, pledge as security or otherwise dispose of said shares of stock and all bonds and securities of all kinds and any and all of them, at such price or prices and on such terms and conditions as to my said Attorney may seem wise, expedient and proper; to give such proxies and such powers of Attorney and to enter into reorganization, deposit and other agreements of all kinds, in connection with such shares of stock, bonds, securities and any of them, and to exercise all rights, privileges and powers arising out of or relating to any such shares of stock, bonds and securities as to my said Attorney may seem wise and proper; and to

(g) Receive and receipt for and/or endorse any and all checks or vouchers, including social security checks, dividends and dividend checks, or vouchers made payable to me; and to

(h) Purchase for me or on my behalf real estate, stocks, bonds, choses in action, chattels and/or other property, real, personal or mixed, legal or equitable, and/or any interest therein, at such price or prices and on such term or terms as my Attorney, in his or her sole discretion shall deem proper or expedient, and to execute any and all contracts, mortgages, notes, deeds and/or other instruments as my Attorney, in his or her sole discretion shall deem proper or expedient; and to

(i) To make gifts of any or all of my property to my family members or other natural objects of my bounty, including continuing with any gifting program which I may have begun, to make gifts using my annual exclusion of \$12,000 per donee per year (or such amount as may be changed by law), and to use all or part of my unified estate and gift tax credit to make such gifts.

(j) Transfer any ownership or other interest in a life insurance policy, annuity, or other life insurance product to a trust or other person, and to change the beneficiary designation on any such policy or product to a trust or other person.

(k) Do all other acts, whether hereinafter expressly described or not, for and on my behalf which my Attorney, in his or her sole discretion shall deem necessary, proper or expedient, with full power and authority of substitution and revocation, hereby ratifying and confirming all that my said Attorney or his or her substitute or substitutes shall lawfully do or cause to be done by virtue hereof.

All persons dealing with my said Attorney may rely on a photostatic, electrostatic or other similarly produced copy hereof.

This power of attorney shall not be affected by disability of the principal.

3. REVOCATION

This Power of Attorney revokes any prior general Durable Power of Attorney for financial or other assets (not for health care), executed previously by Principal.

This Power of Attorney may not be revoked until 9 months later by the Principals.

4. SIGNATURE BY ATTORNEY

When signing on behalf of Principal under this Power of Attorney, Attorney shall sign as follows:

"Stephen M. Brock by Stephen M. Brock his and her Attorney-in-Fact."

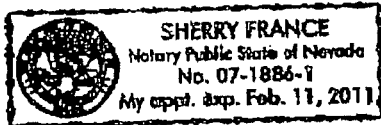
DATED this 28 day of April, 2008.

Emil Frei, III

Adoria B. Frei

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

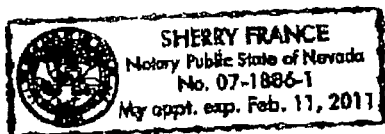
On this 28th day of April, 2008, before me, a notary public, personally appeared, Emil Frei, III personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the foregoing Durable Power of Attorney.



Sherry France
NOTARY PUBLIC

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 28th day of April, 2008, before me, a notary public, personally appeared, Adoria Frei personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the foregoing Durable Power of Attorney.



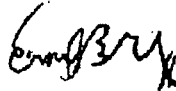
Sherry France
NOTARY PUBLIC

NOTICE OF DECLINATION OF APPOINTMENT OF SUCCESSOR TRUSTEE
OF THE
ADORIA S. FREI TRUST - 1999

TO: ADORIA S. FREI
STEPHEN BROCK

Having been advised that my wife, ADORIA S. FREI, may be incapacitated and unable to act as the trustee of the Adoria S. Frei Trust - 1999 dated September 14, 1999 (the "Trust"), which Trust was amended and completely restated on February 28, 2003, and which Trust was further amended by a second amendment dated November 10, 2008, and having been further advised that I am the named successor trustee of the Trust, I hereby decline the appointment to serve as the successor trustee of the Trust.

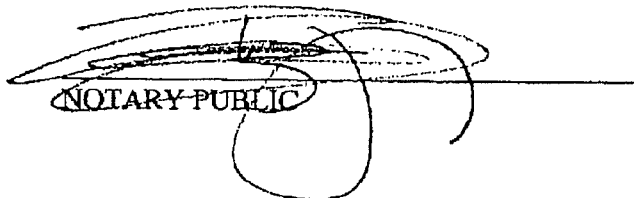
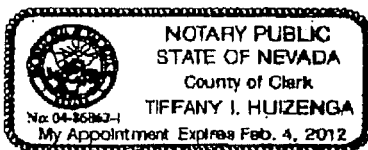
DATED this 10th day of December, 2008.



EMIL FREI, III

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On this 10th day of December, 2008, before me, a notary public, personally appeared EMIL FREI, III, personally known to me (or 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 he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which person acted, executed the instrument.



NOTARY PUBLIC

EXHIBIT "6"

PT00380

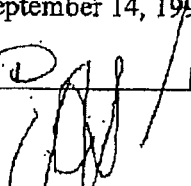
PT00381

ASSIGNMENT OF ACCOUNT

Bank of America CD Account No. 910 000 9043 7582

EMIL FREI III and ADORIA BROCK FREI hereby transfer and assign their Bank of America CD Account No. 910 000 9043 7582 to ADORIA S. FREI, as Trustee of the ADORIA S. FREI TRUST - 1999 dated September 14, 1999.

DATED this 11th day of DECEMBER, 2008.


EMIL FREI III

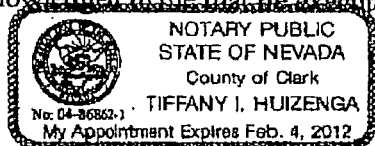

ADORIA BROCK FREI

STATE OF NEVADA)


) ss

COUNTY OF CLARK)

On this 11th day of DECEMBER, 2008, before me, a notary public, personally appeared EMIL FREI III personally known to me (or 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 he executed the same in his authorized capacity.




NOTARY PUBLIC

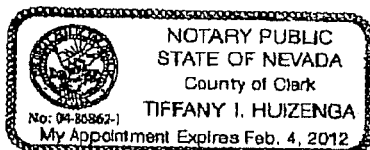
10:36 AM PST 

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

On this 11th day of DECEMBER, 2008, before me, a notary public, personally appeared STEPHEN M. BROCK, personally known to me (or 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 he executed the same in his authorized capacity as the attorney in fact for ADORIA S. FREI, and that by his signature on the instrument, the person or entity upon behalf of which person acted, executed the instrument.




NOTARY PUBLIC


10:36 AM PST 

EXHIBIT "7"

PT00382

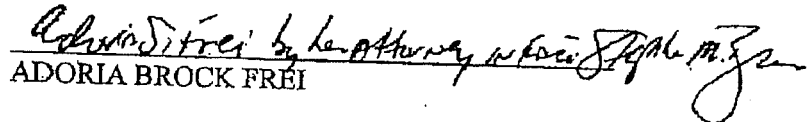
ASSIGNMENT OF ACCOUNT

Bank of America CD Account No. 910 001 0623 6046

EMIL FREI III and ADORIA BROCK FREI hereby transfer and assign their Bank of America CD Account No. 910 001 0623 6046 to ADORIA S. FREI, as Trustee of the ADORIA S. FREI TRUST - 1999 dated September 14, 1999.

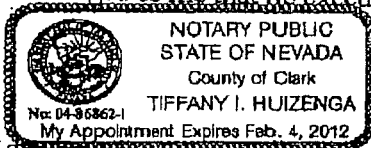
DATED this 11th day of December, 2008.


EMIL FREI III



ADORIA BROCK FREI

STATE OF NEVADA)
COUNTY OF CLARK) ss

On this 11th day of December, 2008, before me, a notary public, personally appeared EMIL FREI III personally known to me (or 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 he executed the same in his authorized capacity.

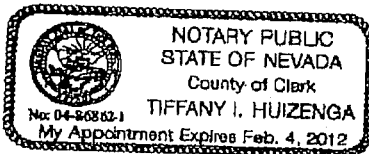


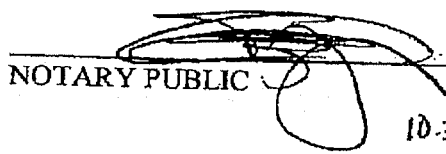

NOTARY PUBLIC


10:35AM PBT 

STATE OF NEVADA)
COUNTY OF CLARK) ss

On this 11th day of December, 2008, before me, a notary public, personally appeared STEPHEN M. BROCK, personally known to me (or 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 he executed the same in his authorized capacity as the attorney in fact for ADORIA BROCK FREI, and that by his signature on the instrument, the person or entity upon behalf of which person acted, executed the instrument.




NOTARY PUBLIC

10:35AM PBT 

ASSIGNMENT OF ACCOUNT

Banc of America Investment Services, Inc. Brokerage Account No. L56-070602

EMIL FREI III and ADORIA BROCK FREI hereby transfer and assign their Banc of America Investment Services, Inc. Brokerage Account No. L56-070602 to ADORIA S. FREI, as Trustee of the ADORIA S. FREI TRUST - 1999 dated September 14, 1999.

DATED this 1st day of December, 2008.

[Signature]
EMIL FREI III

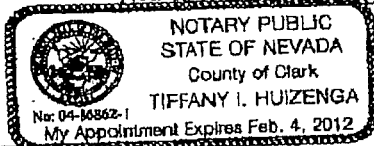
[Signature]
ADORIA BROCK FREI

STATE OF NEVADA)

COUNTY OF CLARK)

) ss

On this 1st day of December, 2008, before me, a notary public, personally appeared EMIL FREI III personally known to me (or 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 he executed the same in his authorized capacity.



[Signature]
NOTARY PUBLIC

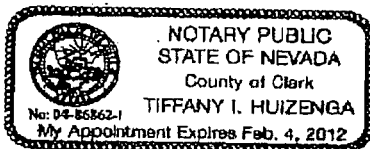
10:34 AM PST

STATE OF NEVADA)

COUNTY OF CLARK)

) ss

On this 1st day of December, 2008, before me, a notary public, personally appeared STEPHEN M. BROCK, personally known to me (or 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 he executed the same in his authorized capacity as the attorney in fact for ADORIA S. FREI, and that by his signature on the instrument, the person or entity upon behalf of which person acted, executed the instrument.



[Signature]
NOTARY PUBLIC

10:34 AM PST

ASSIGNMENT OF ACCOUNT

Banc of America Investment Services, Inc. Brokerage Account No. L56-070610

EMIL FREI III hereby transfers and assigns his Banc of America Investment Services, Inc. Brokerage Account No. L56-070610 to ADORIA S. FREI, as Trustee of the ADORIA S. FREI TRUST - 1999 dated September 14, 1999.

DATED this 11th day of December, 2008.

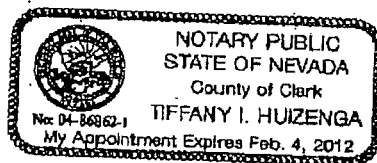
EMIL FREI III

STATE OF NEVADA)

COUNTY OF CLARK)

) ss
)

On this 11th day of December, 2008, before me, a notary public, personally appeared EMIL FREI III personally known to me (or 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 he executed the same in his authorized capacity.



NOTARY PUBLIC

10:33 AM TST SFB

ASSIGNMENT OF ANNUITY CONTRACT

Pacific Life Pacific Value Annuity Contract No. VR02023221

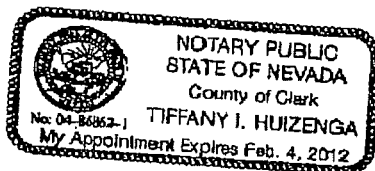
EMIL FREI III hereby transfers and assigns ownership of his Pacific Life Pacific Value Annuity Contract No. VR02023221 to ADORIA S. FREI, as Trustee of the ADORIA S. FREI TRUST - 1999 dated September 14, 1999.

DATED this 11th day of DECEMBER 2008.

EMIL FREI III

STATE OF NEVADA)
COUNTY OF CLARK) ss

On this 11th day of DECEMBER, 2008, before me, a notary public, personally appeared EMIL FREI III personally known to me (or 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 he executed the same in his authorized capacity.



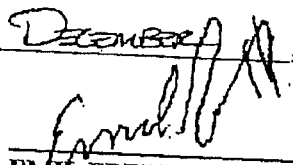
NOTARY PUBLIC

10:32 AM P.S.T.

ASSIGNMENT OF ANNUITY CONTRACT

Pacific Life Pacific Value Annuity Contract No. VR2026359

EMIL FREI III hereby transfers and assigns his Pacific Life Pacific Value Annuity Pacific Value Annuity Contract No. VR02026359 to ADORIA S. FREI, as Trustee of the ADORIA S. FREI TRUST - 1999 dated September 14, 1999.

DATED this 11th day of DECEMBER, 2008.

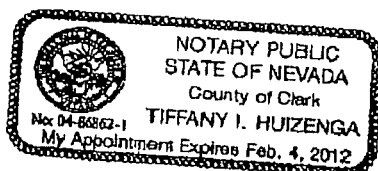
EMIL FREI III

STATE OF NEVADA)

COUNTY OF CLARK)

) ss

On this 11th day of DECEMBER, 2008, before me, a notary public, personally appeared EMIL FREI III personally known to me (or 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 he executed the same in his authorized capacity.



NOTARY PUBLIC

10:31 AM T. ST.

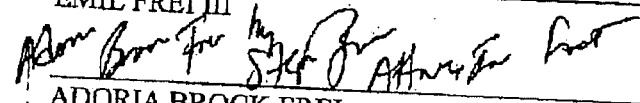
ASSIGNMENT OF ACCOUNT

Bank of America Regular Checking Account No. 0000 8907 5069

EMIL FREI III and ADORIA BROCK FREI hereby transfer and assign their Bank of America Regular Checking Account No. 0000 8907 5069 to ADORIA S. FREI, as Trustee of the ADORIA S. FREI TRUST - 1999 dated September 14, 1999.

DATED this 26 day of JAN, 2009.

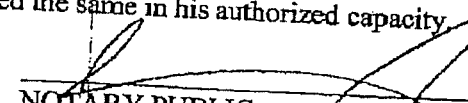

EMIL FREI III


ADORIA BROCK FREI

STATE OF NEVADA)

COUNTY OF CLARK) ss

On this 26 day of JAN, 2009, before me, a notary public, personally appeared EMIL FREI III personally known to me (or 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 he executed the same in his authorized capacity.


NOTARY PUBLIC

STATE OF NEVADA)

COUNTY OF CLARK) ss



On this 26 day of JAN, 2009, before me, a notary public, personally appeared STEPHEN M. BROCK, personally known to me (or 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 he executed the same in his authorized capacity as the attorney in fact for ADORIA S. FREI, and that by his signature on the instrument, the person or entity upon behalf of which person acted, executed the instrument.


NOTARY PUBLIC



ASSIGNMENT OF ACCOUNT

Bank of America Money Market Savings Account No. 0001 8907 5069

EMIL FREI III and ADORIA BROCK FREI hereby transfer and assign their Bank of America Money Market Savings Account No. 0001 8907 5069 to ADORIA S. FREI, as Trustee of the ADORIA S. FREI TRUST - 1999 dated September 14, 1999.

DATED this 26 day of JAN, 2009.


EMIL FREI III

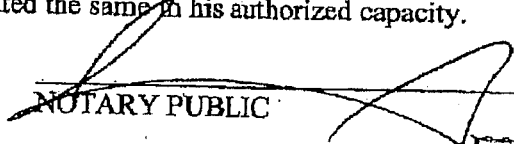

ADORIA BROCK FREI

STATE OF NEVADA)

COUNTY OF CLARK)

) ss

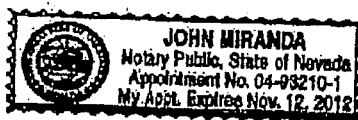
On this 26 day of JAN, 2009, before me, a notary public, personally appeared EMIL FREI III personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity.


NOTARY PUBLIC

STATE OF NEVADA)

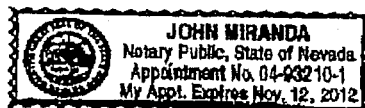
COUNTY OF CLARK)

) ss



On this 26 day of JAN, 2009, before me, a notary public, personally appeared STEPHEN M. BROCK, personally known to me (or 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 he executed the same in his authorized capacity as the attorney in fact for ADORIA S. FREI, and that by his signature on the instrument, the person or entity upon behalf of which person acted, executed the instrument.


NOTARY PUBLIC



ASSIGNMENT OF ACCOUNT

Bank of America Money Market Savings Account No. 0001 7007 5034

EMIL FREI III and ADORIA BROCK FREI hereby transfer and assign their Bank of America Money Market Savings Account No. 0001 7007 5034 to ADORIA S. FREI, as Trustee of the ADORIA S. FREI TRUST - 1999 dated September 14, 1999.

DATED this 26 day of JAN, 2009.

Emil Frei III
EMIL FREI III

Adoria Brock Frei by Stephen M. Brock
ADORIA BROCK FREI

STATE OF NEVADA)

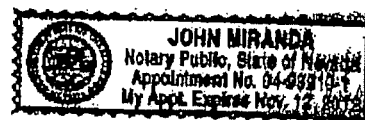
COUNTY OF CLARK) ss

On this 26 day of JAN, 2009, before me, a notary public, personally appeared EMIL FREI III personally known to me (or 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 he executed the same in his authorized capacity.

[Signature]
NOTARY PUBLIC

STATE OF NEVADA)

COUNTY OF CLARK) ss



On this 26 day of JAN, 2009, before me, a notary public, personally appeared STEPHEN M. BROCK, personally known to me (or 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 he executed the same in his authorized capacity as the attorney in fact for ADORIA S. FREI, and that by his signature on the instrument, the person or entity upon behalf of which person acted, executed the instrument.

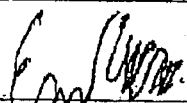
[Signature]
NOTARY PUBLIC



ASSIGNMENT OF ACCOUNT

Bank of America Interest Checking Account No. 0000 7007 5034

EMIL FREI III and ADORIA BROCK FREI hereby transfer and assign their Bank of America Interest Checking Account No. 0000 7007 5034 to ADORIA S. FREI, as Trustee of the ADORIA S. FREI TRUST - 1999 dated September 14, 1999.

DATED this 26 day of JAN, 2009.

EMIL FREI III

ADORIA BROCK FREI

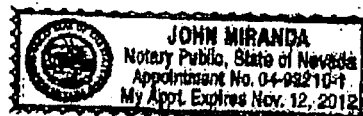
STATE OF NEVADA)
) ss
COUNTY OF CLARK)

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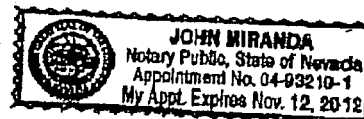
NOTARY PUBLIC

STATE OF NEVADA)
) ss
COUNTY OF CLARK)



On this 26 day of JAN, 2009, before me, a notary public, personally appeared STEPHEN M. BROCK, personally known to me (or 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 he executed the same in his authorized capacity as the attorney in fact for ADORIA S. FREI, and that by his signature on the instrument, the person or entity upon behalf of which person acted, executed the instrument.



NOTARY PUBLIC

ORIGINAL

FILED

JAN 29 5 11 PM '10

Ann D. Schuman
CLERK OF THE COURT

COMP

WILLIAM R. URG, ESQ.
Nevada Bar No. 1195
EUNICE M. MORGAN, ESQ.
Nevada Bar No. 10382
JOLLEY URG, WIRTH WOODBURY & STANDISH
3800 Howard Hughes Parkway
Wells Fargo Tower, Sixteenth Floor
Las Vegas, Nevada 89169
Telephone: (702) 699-7500
Facsimile: (702) 699-7555

Attorneys for Plaintiff

A-10-609292-C
664867



DISTRICT COURT

CLARK COUNTY, NEVADA

PUBLIC COMPANY MANAGEMENT
CORPORATION, a Nevada Corporation;

Plaintiff,

vs.

EMIL FREI IV, an individual; JUDITH
FREI-HOWE, an individual; LAWRENCE
HOWE, an individual; ELIZABETH
MARY FREI, an individual; NANCY
FREI, an individual;

Defendants.

CASE NO.:
DEPT. NO.:

COMPLAINT

(Exempt from Arbitration:
Declaratory Relief, Equitable Relief)

Plaintiff, PUBLIC COMPANY MANAGEMENT CORPORATION, by and through its
counsel Jolley Urg, Wirth Woodbury & Standish, hereby alleges as follows:

1. Plaintiff Public Company Management Corporation ("PCMC") is a Nevada Corporation doing business in Clark County, Nevada.
2. Defendant Emil Frei IV ("Em") is the son of Emil Frei III ("Tom").
3. Defendant Judith Frei-Howe ("Judy") is the daughter of Tom.
4. Defendant Lawrence Howe ("Larry") is the husband of Judy.
5. Defendant Elizabeth Mary Frei ("Mary") is the daughter of Tom.
6. Defendant Nancy Frei ("Nancy") is the daughter of Tom.
7. In or about 1986, Tom's wife, Elizabeth Frei, passed away. In or about 1987,

1 Tom married Adoria Frei ("Adoria"). Tom entered the marriage with five adult children from
2 his former marriage; to wit: Em, Judy, Nancy, Mary (collectively, the "Frei children" or the
3 "Freis"), and Alice Frei. Adoria entered the marriage with five adult children from her former
4 marriage (collectively, the "Brock children" or the "Brocks"), including Stephen Brock.

5 8. Overall, Tom's children were not supportive of the Brock/Frei marriage. Upon
6 information and belief, Judy, Larry, Nancy, and Alice did not attend the wedding. Adoria
7 would confide in the Brocks that the Freis were a little "rough" with her.

8 The El Camino Residence

9 9. In 2003, Tom and Adoria moved from Boston to Las Vegas to be closer to
10 Stephen. Tom and Adoria purchased the house next door to Stephen and his wife Katherine
11 Brock ("Katie"). The real property is commonly known as 5780 El Camino Road, Las Vegas,
12 Nevada 89119, (the "El Camino" Residence).

13 10. From 2003 to 2009, Stephen and Katie cared for Tom and Adoria. Stephen's
14 family saw Tom and Adoria nearly every day. They ate meals together, watched television
15 together, and the grandchildren were often playing in Tom and Adoria's yard.

16 11. Tom, Adoria, Stephen, and Katie also decided to invest in real property
17 together. In order to finance the purchase, Tom and Adoria took a loan on the El Camino
18 residence (the "El Camino Property Loan"). As the Stagecoach Property in the Stagecoach
19 Litigation was never purchased, Tom and Adoria entered into an agreement with Stephen
20 whereby they loaned Stephen the money received from the El Camino Property Loan originally
21 taken out to purchase the Property.¹

22 Tom and Adoria's Initial PCMC and NEDAB Involvement

23 12. Stephen Brock is a major stockholder, Director, President, Secretary, and
24 Treasurer of PCMC.

25 13. PCMC is in the business of consulting to small businesses on how to self
26
27

28 ¹ Thereafter, a lawsuit was filed in District Court on April 26, 2006, against Grand
Canyon Construction and Development and Stagecoach Homes (the "Stagecoach Litigation").

1 distribute their securities to become a trading company, along with other business management
2 programs.

3 14. In or about 2004, Tom and Adoria decided to invest money in one of PCMC's
4 clients.

5 15. Tom and Adoria continued their involvement with PCMC. They began
6 notifying their friends and colleagues of the business value of PCMC. They started doing
7 outreach for the Nevada Economic Development Advisory Board ("NEDAB"), which is
8 affiliated with PCMC. As a result, in or about 2006, Tom and Adoria received shares of
9 PCMC as a bonus for assisting PCMC.

10 16. In 2007-2008, Tom and Adoria continued to assist PCMC and NEDAB; their
11 assistance included but was not limited to, raising money for PCMC.

12 The Christensen Litigation

13 17. In 2007, Tom and Adoria informed Stephen that they were having issues with
14 life insurance premiums that they were paying, premiums that they could not afford. They
15 asked for Stephen's assistance. In February 2008, a lawsuit was filed related to the insurance
16 premium issues (the "Christensen Litigation").

17 18. In order to assist Tom and Adoria with the Christensen litigation, on or about
18 April 28, 2008, Tom and Adoria executed Durable Powers of Attorney for Assets to Stephen,
19 appointed as their attorney-in-fact. With the assistance of Stephen, Tom and Adoria were able
20 to satisfactorily resolve the issues related to the Christensen Litigation.

21 The 2008 PCMC Subscription Agreement

22 19. On or about May 2008, Adoria was diagnosed with cancer. Concerned with the
23 welfare of her children should she pre-decease Tom, Adoria expedited plans to ensure her
24 children would be taken care of.

25 20. Due to Stephen's assistance and care for Tom and Adoria, as well as the fact
26 that Adoria believed that PCMC, would be a good investment, Adoria communicated to Tom
27 that they should invest in PCMC.

28 21. Tom and Adoria were already well familiar with PCMC, as they had been

1 involved with PCMC since approximately 2004.

2 22. On or about July 22, 2008, Tom and Adoria entered into a subscription
3 agreement to purchase one million shares of common stock of PCMC for \$500,000.00.

4 23. Between July 24, 2008, and October 28, 2008, Adoria signed and issued checks
5 to PCMC for \$265,000.00.

6 24. Thereafter, the remainder of money owed to PCMC was given from checks
7 signed and issued by Tom or issued by Stephen, as attorney-in-fact for Tom and Adoria.

8 **The Balancing of Trusts**

9 25. Adoria's primary concern was making sure her children would be taken
10 care of should she predecease Tom. She had expressed concern that the Freis would prevent
11 the equal distribution of Tom and Adoria's estate to all ten children.

12 26. In order to facilitate an equal division, Tom and Adoria requested that Stephen
13 fund their respective Trusts with their assets; the Trusts had been dry since 1999. Specifically,
14 Tom and Adoria requested that Stephen facilitate a "balancing" of the Trusts so that all children
15 would be treated equally.

16 27. When Tom's children discovered that Adoria was suffering from cancer, they
17 attempted to become involved in the future distribution of Tom and Adoria's assets. Upon
18 information and belief, their involvement stemmed from the fact that they believed that Tom
19 and Adoria's assets should be considered Tom's alone, and that there should not be an equal
20 division of said assets among the ten children.

21 28. In approximately December 2008, Em repeatedly asked Tom for financial
22 disclosures to determine Tom and Adoria's assets. Tom refused these requests; upon
23 information and belief, Tom was fearful and concerned that his children would be angry with
24 him for agreeing to share his and Adoria's estate between all ten children equally.

25 29. Around this time, upon information and belief, Tom made the decision to gift
26 each of his children \$25,000.00, in an attempt to appease them as the family relationship was
27 growing more tense. This \$25,000.00 gift to each child was in addition to thousands of dollars
28 that had already been given to the Frei children.

1 30. Around this time, Em informed the Brock children that the Freis wanted
2 “everything” and that Tom and Adoria’s estate was “Tom’s” money. It was further
3 communicated by Em to the Brock children that the Freis intended to take all of Tom’s money,
4 and then determine how to distribute said money after Tom died.

5 31. Between December 2008 and January 2009, Adoria’s illness worsened. Tom
6 became increasingly fearful of what would happen to him after Adoria passed. Despite
7 Stephen’s repeated assurances that he would always care for Tom, multiple family meetings
8 were held and/or communications made between various children of the Frei and Brock
9 families to discuss Tom’s future, and the Trusts.

10 32. Though Tom repeatedly expressed an intent and desire to spend approximately
11 half the time in Las Vegas with Stephen, and approximately half the time with the Freis, part or
12 all of the Freis emphatically stated that Tom would not be remaining in Las Vegas near
13 Stephen. At least one of the Freis commented that the Brocks had taken away her father for
14 “six years.” During these same discussions, it was repeated by the Freis that Tom and Adoria’s
15 assets belonged solely to Tom.

16 33. Upon information and belief, comments were made by at least one of the Freis
17 questioning when Adoria’s life support would be “pulled”, weeks prior to her death. Upon
18 information and belief, the Freis began planning how to secure the assets into Tom’s Trust
19 alone.

20 34. Around the time of Adoria’s death, on or about January 28, 2009, one or
21 more of the Freis began to question the validity of the “balancing” of Trusts. One or more of
22 the Freis engaged in altercations with Stephen regarding the “balancing” of Trusts.

23 **Em, Judy, Larry, Mary, and Nancy’s Undue Influence**

24 35. Stephen continued to care for Tom until early 2009, when he was asked by at
25 least one of the Frei children, if not all, to cease caring for Tom, to cease having any
26 involvement in Tom’s financing, and to cease working on balancing the Trusts. Stephen
27 complied with this request.

28 36. Upon information and belief, between February 2009 and March 2009, Mary

1 and Em told Tom that they had "discovered" Stephen had been misappropriating and/or
2 stealing "Tom's" money. The Freis, in part or all, retained an attorney for Tom to "unwind"
3 any balancing efforts made by Stephen in their attempt to ensure that the money belonging to
4 both Tom and Adoria were awarded only to Tom (the "Trust Litigation").

5 37. Around the same time period, Larry began investigating Stephen and his
6 company. Specifically, after Larry discovered that Tom and Adoria had invested \$500,000.00
7 in PCMC, Larry told Tom that Stephen had sold Tom stock that was valued at 1/16 of the
8 purchase price Tom paid. At the time of conveying such information, Larry knew that Tom
9 was in a bit of a "whirlwind" because the Freis told Tom that his "financial position had been
10 completely devastated" by Stephen, which statements were untrue.

11 38. Larry also told Tom that Stephen had transferred the El Camino house and
12 another real property to the Adoria Frei Trust, and that the house Tom was sitting in "was no
13 longer in his name." Tom became very upset by Larry's communications.

14 39. As a result of the conversation between Larry and Tom, Nancy, Em, Judy, Larry,
15 and Mary began an investigation of "uncovering" the stock transactions.

16 40. Throughout this time period, it was communicated to Tom by at least two of
17 these individuals, if not all, that Stephen was: (1) a thief; (2) "flawed"; (3) stealing from Tom;
18 and (4) "ripping Tom off." It was further communicated that Stephen left Tom "penniless."
19 These statements were all untrue. Finally, the Freis communicated that they sought the return
20 of "Tom's" \$500,000.00. Upon information and belief, Tom appeared to be very stressed, and
21 upset by these comments. Each time they called Tom penniless, he looked very frightened.

22 41. At least two of these individuals, if not all, communicated to Tom that they were
23 thinking about Stephen "in prison offering PCMC stock for the promise of hand jobs."

24 42. Tom was present for every conference call that he was awake for, between these
25 individuals regarding their "family discussions" over "Tom's" money, and heard these
26 allegations.

27 43. Upon information and belief, it was further communicated by at least two of
28

1 these individuals, if not all, to restrict the Brocks' access to Tom, and their ability to
2 communicate with Tom to see how Tom was doing after the death of their mother.

3 44. On April 24, 2009, Tom filed a Complaint against Stephen in Clark County,
4 Nevada, essentially reiterating the above, often-repeated argument that the PCMC investment
5 was not "lawful" (the "PCMC Litigation").

6 45. Around the same time period as this filing, there were discussions between
7 Nancy, Em, Judy, Larry, and Mary regarding filing an SEC complaint against Stephen and/or
8 PCMC, stemming from their belief that Stephen was committing improper conduct.

9 46. There were discussions between the above individuals regarding their outrage
10 over what Stephen had allegedly "done", the alleged illegality of Stephen's actions, and what to
11 do about it. There were further discussions about "what kind of person would do something
12 like this."

13 47. As a result, the above individuals, in part or all, caused an SEC complaint to be
14 filed against Stephen.

15 48. The Freis also took action to unwind all of the efforts made by Stephen to
16 balance the respective Trusts, as had been requested by Tom and Adoria, prior to Adoria's
17 death.

18 49. Currently, the PCMC Litigation and Trust Litigation are still before the Court in
19 District Court and Probate Court, respectively. Em, Judy, Larry, Mary, and Nancy have unduly
20 influenced Tom to file yet another lawsuit against Stephen relating to the Loan Agreement
21 between Tom, Adoria, and Stephen in 2006, and work Stephen performed at Tom and Adoria's
22 direction in 2008.

23 FIRST CAUSE OF ACTION

24 Intentional Interference with Contractual Relations

25 50. Plaintiff repeats, re-alleges, and incorporates by reference Paragraphs 1-49 as
26 though fully set forth herein.

27 51. PCMC entered into a valid and existing subscription agreement with Tom and
28

1 Adoria for one million shares of stock in PCMC.

2 52. Em, Judy, Larry, Mary, and Nancy had knowledge of the subscription
3 agreement.

4 53. Em, Judy, Larry, Mary, and Nancy intentionally acted in a manner intended or
5 designed to disrupt the contractual relationship.

6 54. Em, Judy, Larry, Mary, and Nancy did, in fact, disrupt the contract when they
7 unduly influenced Tom to file suit to rescind the contract, for return of all money paid pursuant
8 to the subscription agreement, and for damages stemming therefrom.

9 55. Plaintiff has suffered damages as a result of Em, Judy, Larry, Mary and
10 Nancy's actions in excess of ten thousand dollars (\$10,000.00).

11 56. Plaintiff alleges that Em, Judy, Larry, Mary, and Nancy's conduct was done with
12 malice, oppression and conscious disregard of Plaintiff's rights thereby entitling Plaintiff to an
13 award of punitive damages in excess of ten thousand dollars (\$10,000.00).

14 57. As a result of Em, Judy, Larry, Mary, and Nancy's conduct as set forth herein,
15 Plaintiff has been required to retain the services of attorneys to prosecute this action, and, as a
16 direct, natural, and foreseeable consequence thereof, has been damaged thereby, and is entitled
17 to reasonable attorney's fees and costs.

18 SECOND CAUSE OF ACTION

19 Undue Influence

20 58. Plaintiff repeats, re-alleges, and incorporates by reference Paragraphs 1-57 as
21 though fully set forth herein.

22 59. Tom is an individual who is susceptible to undue influence.

23 60. Tom has a confidential relationship with Em, Judy, Larry, Mary, and Nancy.

24 61. Em, Judy, Larry, Mary, and Nancy have exerted improper influence to transact
25 or secure changes to the subscription agreement made and entered into between Tom, Adoria,
26 and PCMC by improperly influencing Tom to file suit to rescind the contract, for return of all
27 money paid pursuant to the subscription agreement, and for damages stemming therefrom.
28

63. As a result of Em, Judy, Larry, Mary, and Nancy's actions, Plaintiff has suffered damages.

64. As a result of Em, Judy, Larry, Mary, and Nancy's conduct as set forth herein, Plaintiff has been required to retain the services of attorneys to prosecute this action, and, as a direct, natural, and foreseeable consequence thereof, has been damaged thereby, and is entitled to reasonable attorney's fees and costs.

THIRD CLAIM FOR RELIEF

Injunctive Relief

65. Plaintiff repeats, re-alleges, and incorporates by reference Paragraphs 1-64 as though fully set forth herein.

66. Em, Judy, Larry, Mary, and Nancy's acts and omissions as described herein are wrongful and of a continuing nature. Specifically, Em, Judy, Larry, Mary, and Nancy continue to interfere with the subscription agreement made and entered into between Tom, Adoria, and PCMC by improperly influencing Tom to file suit to rescind the contract, for return of all money paid pursuant to the subscription agreement, and for damages stemming therefrom.

67. Em, Judy, Larry, Mary, and Nancy continue to influence Tom to transact and/or secure changes that have been desirable to Em, Judy, Larry, Mary, and Nancy, which changes have been the result of a moral, social or domestic force exerted upon Tom, controlling the free action of his will and preventing any true consent. Without the entry of temporary, preliminary, and permanent injunctive relief, Plaintiff will suffer irreparable loss and injury for which there is no adequate remedy at law.

1 68. Plaintiff possesses a reasonable likelihood of success on the merits of its claims
2 against Em, Judy, Larry, Mary, and Nancy.

3 69. As such, Plaintiff is entitled to an injunction, enjoining Em, Judy, Larry, Mary,
4 and Nancy from: (1) continuing to tortiously interfere with the subscription agreement entered
5 into between Tom, Adoria, and PCMC; and (2) continuing to unduly influence Tom to transact
6 and/or secure changes that have been desirable to Em, Judy, Larry, Mary, and Nancy, which
7 changes have been the result of a moral, social or domestic force exerted upon Tom, controlling
8 the free action of his will and preventing any true consent.
9

10 70. As a result of the conduct of Em, Judy, Larry, Mary, and Nancy, as set forth
11 herein, Plaintiff has been required to retain the services of attorneys to prosecute this action,
12 and, as a direct, natural, and foreseeable consequence thereof, has been damaged thereby, and is
13 entitled to reasonable attorney's fees and costs.
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WHEREFORE, Plaintiff demands Judgment as follows:

1. For general, special, consequential, and incidental damages in excess of ten thousand dollars (\$10,000.00);
2. For punitive and exemplary damages;
3. For injunctive relief as prayed for herein;
4. For equitable relief as prayed for herein;
5. For pre and post judgment interest on all amounts awarded;
6. For reasonable attorney's fees and costs; and
7. For such other and further relief as the Court deems just and proper.

DATED this 29th day of January, 2010.

JOLLEY URG A WIRTH WOODBURY &
STANDISH

By


WILLIAM R. URG A, ESQ.
Nevada Bar No. 1195
EUNICE M. MORGAN, ESQ.
Nevada Bar No. 10382
3800 Howard Hughes Parkway
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Telephone: (702) 699-7500
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Attorneys for Plaintiff

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John A. L. L.
CLERK OF THE COURT

COM
Elliot S. Blut, Esq.
Nevada Bar No. 6570
BLUT & CAMPAIN, APC
300 South Fourth Street, Suite 701
Las Vegas, NV 89101
Telephone (702) 382-8840
Facsimile (702) 384-8565

Attorneys for Plaintiff,
Emil Frei, III

DISTRICT COURT
CLARK COUNTY, NEVADA

EMIL FREI, III, an individual,
Plaintiff

v.

STEPHEN M. BROCK, an individual, DOES
I through X, inclusive,
Defendants.

CASE NO.
DEPT. NO.

A10607772 - C
XXIV

COMPLAINT

A-10-607772-C
630323



COMPLAINT

Emil Frei, III, by and through his attorneys, the law firm of Blut & Campain, file his
Complaint against Defendants Stephen M. Brock, an individual, DOES I through X, inclusive,
asserts and alleges as follows:

1. Plaintiff Emil Frei, III ("Dr. Frei") was a resident of Clark County, Nevada.
2. Defendant, Stephen M. Brock ("Brock") is, and was at all relevant times, a
resident of Clark County, Nevada.
3. The true names or capacities, whether individual, corporate, associate or
otherwise, of defendants, DOES I through X, are unknown to Plaintiff who, therefore, sues said
Defendants by such fictitious names; Plaintiff is informed and believes and thereon alleges that
each of the Defendants designated herein as DOE are responsible in some manner for the events
and happenings referred to and caused damages proximately to Plaintiff as herein alleged and

FIRST CAUSE OF ACTION

(Intentional Misrepresentation as Against Stephen Brock)

13. Dr. Frei repeats, realleges and incorporates herein by reference the allegations of Paragraphs 1 through 12, inclusive, as though set forth at length.

14. In or about 2006, Brock approached Dr. Frei about obtaining a line of credit in the amount of Five Hundred Thousand Dollars (\$500,000.00), secured against the Subject Property.

15. Brock represented to Dr. Frei that the line of credit would solely be used for future real estate investments for the benefit of Dr. Frei.

16. Based upon these representations, Dr. Frei executed a promissory note in the amount of Five Hundred Thousand Dollars (\$500,000.00) secured by a deed of trust recorded against the Subject Property.

17. At the time that Brock made the representations that the Five Hundred Thousand Dollars (\$500,000.00) line of credit was going to be used solely for future real estate investments for Dr. Frei, Brock knew that these representations were false. At the time the representations were made to Dr. Frei, Brock intended to misappropriate the entire Five Hundred Thousand Dollars (\$500,000.00) line of credit and use said monies for his own benefit.

18. The promises and representations were made by Brock with the intent to induce Dr. Frei to obtain a line of credit in the amount of Five Hundred Thousand Dollars (\$500,000.00) secured by a deed of trust recorded against the Subject Property.

19. At the time that Dr. Frei obtained a line of credit in the amount of Five Hundred Thousand Dollars (\$500,000.00) secured by a deed of trust recorded against the Subject Property, Dr. Frei was ignorant of the falsity of the representations, as described herein, and believing them to be accurate, Dr. Frei reasonably relied upon these representations in deciding to obtain a line of credit in the amount of Five Hundred Thousand Dollars (\$500,000.00) secured by a deed of trust recorded against the Subject Property.

20. Dr. Frei was justified in relying upon the representations based upon the family and confidential relationship Dr. Frei had with Brock. Had Dr. Frei known of the falsity of said representations, Dr. Frei would not have relied on the subject representations and obtained a line

1 of credit in the amount of Five Hundred Thousand Dollars (\$500,000.00) secured by a deed of
2 trust recorded against the Subject Property.

3 21. In our about September, 2009, Dr. Frei discovered that in approximately March,
4 2006 Brock had drawn down the entire Five Hundred Thousand Dollars (\$500,000.00) line of
5 credit and misappropriated Five Hundred Thousand Dollars (\$500,000.00) without Dr. Frei's
6 consent or authority.

7 22. As a result of the aforementioned conduct by Brock, Dr. Frei has been damaged in
8 an amount in excess of \$10,000.00.

9 23. That such conduct, as herein alleged, by Brock was done with malice and
10 conscious disregard as to those terms as defined in NRS 42.101 and as a result thereof, Dr. Frei
11 seeks an award of punitive damages in an amount in excess of \$10,000.00.

12 SECOND CAUSE OF ACTION

13 (Negligent Misrepresentation as Against Stephen Brock)

14 24. Dr. Frei repeats, realleges and incorporates herein by reference the allegations of
15 Paragraphs 1 through 23, inclusive, as though set forth at length.

16 25. In or about 2006, Brock approached Dr. Frei about obtaining a line of credit in the
17 amount of Five Hundred Thousand Dollars (\$500,000.00), secured against the Subject Property.

18 26. Brock represented to Dr. Frei that the line of credit would solely be used for future
19 real estate investments for the benefit of Dr. Frei.

20 27. Based upon these representations, Dr. Frei executed a promissory note in the
21 amount of Five Hundred Thousand Dollars (\$500,000.00) secured by a deed of trust recorded
22 against the Subject Property.

23 28. At the time that Brock made the representations that the Five Hundred Thousand
24 Dollars (\$500,000.00) line of credit was going to be used solely for future real estate investments
25 for Dr. Frei, Brock should have known that these representations were false.

26 29. The promises and representations were made by Brock with the intent to induce
27 Dr. Frei to obtain a line of credit in the amount of Five Hundred Thousand Dollars (\$500,000.00)
28 secured by a deed of trust recorded against the Subject Property.

1 30. At the time that Dr. Frei obtained a line of credit in the amount of Five Hundred
2 Thousand Dollars (\$500,000.00) secured by a deed of trust recorded against the Subject Property,
3 Dr. Frei was ignorant of the falsity of the representations, as described herein, and believing them
4 to be accurate, Dr. Frei relied upon these representations in deciding to obtain a line of credit in
5 the amount of Five Hundred Thousand Dollars (\$500,000.00) secured by a deed of trust recorded
6 against the Subject Property.

7 31. Dr. Frei was justified in relying upon the representations based upon the family
8 and confidential relationship Dr. Frei had with Brock. Had Dr. Frei known of the falsity of said
9 representations, Dr. Frei would not have relied on the subject representations and obtained a line
10 of credit in the amount of Five Hundred Thousand Dollars (\$500,000.00) secured by a deed of
11 trust recorded against the Subject Property.

12 32. In our about September, 2009, Dr. Frei discovered that in approximately March,
13 2006 Brock had drawn down the entire Five Hundred Thousand Dollars (\$500,000.00) line of
14 credit and misappropriated Five Hundred Thousand Dollars (\$500,000.00) without Dr. Frei's
15 consent or authority.

16 33. As a result of the aforementioned conduct by Brock, Dr. Frei has been damaged in
17 an amount in excess of \$10,000.00.

18 THIRD CAUSE OF ACTION

19 (Conversion as Against Brock and PCMC)

20 34. Dr. Frei repeats, realleges and incorporates herein by reference the allegations of
21 Paragraphs 1 through 33, inclusive, as though set forth at length.

22 35. Beginning in 2006, Brock intentionally interfered with Dr. Frei's financial assets
23 by misappropriating the same for their own use and benefit.

24 36. On or about March, 2006, Dr. Frei executed a promissory note in the amount of
25 Five Hundred Thousand Dollars (\$500,000.00) secured by a deed of trust recorded against the
26 Subject Property.

27 37. In our about September, 2009, Dr. Frei discovered that in approximately March,
28 2006 Brock had drawn down the entire Five Hundred Thousand Dollars (\$500,000.00) line of

1 credit and misappropriated Five Hundred Thousand Dollars (\$500,000.00) without Dr. Frei's
2 consent or authority.

3 38. Dr. Frei is informed and believes, and thereon alleges, that as a result of the
4 wrongful actions, Defendants Brock maintains an unauthorized and wrongful exercise of
5 dominion and control over the Five Hundred Thousand Dollars (\$500,000.00) which belongs to
6 Dr. Frei.

7 39. As a result of the aforementioned conduct by Brock, Dr. Frei has been damaged in
8 an amount in excess of \$10,000.00.

9 **FOURTH CAUSE OF ACTION**

10 (Exploitation of an Older Person as Against Brock)

11 40. Dr. Frei repeats, realleges and incorporates herein by reference the allegations of
12 Paragraphs 1 through 39, inclusive, as though set forth at length.

13 41. Dr. Frei is older than 60 years of age and is an Older Person pursuant to NRS
14 41.1395.

15 42. Brock committed financial abuse and exploited Dr. Frei by obtaining control,
16 through deception and undue influence, Dr. Frei's money, and assets with the intention of
17 permanently depriving Dr. Frei of the ownership, use, benefit or possession of his money and
18 assets.

19 43. Brock exploited the trust Dr. Frei reposed in him by inducing Dr. Frei to execute a
20 promissory note in the amount of Five Hundred Thousand Dollars (\$500,000.00) secured by a
21 deed of trust recorded against the Subject Property on the representations that the Five Hundred
22 Thousand Dollars (\$500,000.00) line of credit would solely be used for future real estate
23 investments for the benefit of Dr. Frei.

24 44. In our about September, 2009, Dr. Frei discovered that in approximately March,
25 2006 Brock had misappropriated Five Hundred Thousand Dollars (\$500,000.00) from Dr. Frei
26 by drawing down the entire Five Hundred Thousand Dollars (\$500,000.00) line of credit without
27 Dr. Frei's consent or authority.

28 45. As a result of the financial abuse committed by Brock, Dr. Frei suffered damages

1 arising from aforementioned intentional misrepresentation, fraud, concealment and deceit, in an
2 amount in excess of \$10,000.00.

3 46. That such conduct, as herein alleged, by Brock was done with malice and
4 conscious disregard as to those terms as defined in NRS 42.101 and as a result thereof, Dr. Frei
5 seeks an award of punitive damages in an amount in excess of \$10,000.00.

6 **FIFTH CAUSE OF ACTION**

7 (Constructive Trust as Against Brock)

8 47. Dr. Frei repeats, realleges and incorporates herein by reference the allegations of
9 Paragraphs 1 through 46, inclusive, as though set forth at length.

10 48. Dr. Frei executed a promissory note in the amount of Five Hundred Thousand
11 Dollars (\$500,000.00) secured by a deed of trust recorded against the Subject Property.

12 49. In our about September, 2009, Dr. Frei discovered that in approximately March,
13 2006 Brock had misappropriated Five Hundred Thousand Dollars (\$500,000.00) from Dr. Frei by
14 drawing down the entire Five Hundred Thousand Dollars (\$500,000.00) line of credit without Dr.
15 Frei's consent or authority.

16 50. By reason of the fraudulent and otherwise wrongful manner in which the Brock
17 obtained Five Hundred Thousand Dollars (\$500,000.00) from Dr. Frei, Brock has no legal or
18 equitable right, claim or interest therein, but, instead, Brock is the involuntary trustee holding
19 said Five Hundred Thousand Dollars (\$500,000.00) in constructive trust for Dr. Frei with the
20 duty to convey the same to Dr. Frei forthwith.

21 WHEREFORE, Plaintiff, expressly reserving the right to amend this Complaint at the
22 time of trial to herein to include all items of damages not yet ascertained, prays for judgment
23 against, Defendants, and each of them follows:

- 24 1. For general damages in the amount in excess of \$10,000.00;
- 25 2. For special damages in an amount in excess of \$10,000.00;
- 26 3. For punitive damages in an amount in excess of \$10,000.00;
- 27 4. For a judicial declaration that the Subscription Agreement is null and void;
- 28 5. For reasonable attorneys' fees, costs and interest thereon; and

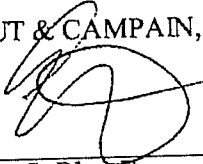
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6. For such other and further relief as the Court may deem just and proper.

DATED: January __, 2010

BLUT & CAMPAIN, A.P.C.

By: _____


Elliot S. Blut, Esq.
NEVADA BAR No. 6570
300 South Fourth Street
Suite 701
Las Vegas, Nevada 89101
Attorneys for Plaintiff,
Emil Frei, III

specifically refer to this power.

STEPHEN MARTIN BROCK shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to STEPHEN MARTIN BROCK the right to appoint property to his own estate. It also specifically grants to STEPHEN MARTIN BROCK the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as he may elect.

Any property in the Non-Exempt Share of STEPHEN MARTIN BROCK which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of STEPHEN MARTIN BROCK, per stirpes.

If STEPHEN MARTIN BROCK has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

m. Distribution of Exempt Share for FRANCIS CHRISTOPHER BROCK

The Exempt Share for FRANCIS CHRISTOPHER BROCK shall be held in trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, FRANCIS CHRISTOPHER BROCK as much of the net income from his Exempt Share as our Trustee

deems advisable for the education, health, maintenance, and support of FRANCIS CHRISTOPHER BROCK.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to,
or for the benefit of, FRANCIS CHRISTOPHER BROCK as much of the principal from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of FRANCIS CHRISTOPHER BROCK.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to FRANCIS CHRISTOPHER BROCK it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to FRANCIS CHRISTOPHER BROCK, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to FRANCIS CHRISTOPHER BROCK which arise outside of this agreement and are known to our Trustee, and also the income and principal available to FRANCIS CHRISTOPHER BROCK from his Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of FRANCIS CHRISTOPHER BROCK prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of FRANCIS CHRISTOPHER BROCK

Upon the death of FRANCIS CHRISTOPHER BROCK, any property in his Exempt Share shall be distributed to or for the benefit of the descendants of FRANCIS CHRISTOPHER BROCK as FRANCIS CHRISTOPHER BROCK shall

appoint either by a valid last will and testament or by a valid living trust agreement.

FRANCIS CHRISTOPHER BROCK may make distributions among his descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as he shall determine. This limited testamentary power shall not be exercised in favor of his estate or the creditors of his estate.

To the extent that FRANCIS CHRISTOPHER BROCK shall fail to exercise this limited testamentary power of appointment, any property in his Exempt Share shall be divided and allocated to FRANCIS CHRISTOPHER BROCK'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If FRANCIS CHRISTOPHER BROCK has no then living descendants, any property in his Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for FRANCIS CHRISTOPHER BROCK during his lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a

valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of FRANCIS CHRISTOPHER BROCK, per stirpes, and if there are no then living descendants of FRANCIS CHRISTOPHER BROCK, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

n. Distribution of the Non-Exempt Share for FRANCIS CHRISTOPHER BROCK

The Non-Exempt Share for FRANCIS CHRISTOPHER BROCK shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for FRANCIS CHRISTOPHER BROCK shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to FRANCIS CHRISTOPHER BROCK, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of FRANCIS CHRISTOPHER BROCK

FRANCIS CHRISTOPHER BROCK shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in his Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, FRANCIS CHRISTOPHER BROCK shall specifically refer to this power.

FRANCIS CHRISTOPHER BROCK shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to FRANCIS CHRISTOPHER BROCK the right to appoint property to his own estate. It also specifically grants to FRANCIS CHRISTOPHER BROCK the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as he may elect.

Any property in the Non-Exempt Share of FRANCIS CHRISTOPHER BROCK which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of FRANCIS CHRISTOPHER BROCK, per stirpes.

If FRANCIS CHRISTOPHER BROCK has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

o. Distribution of Exempt Share for PETER AUGUSTINE BROCK

The Exempt Share for PETER AUGUSTINE BROCK shall be held in trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, PETER AUGUSTINE BROCK as much of the net income from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of PETER AUGUSTINE BROCK.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, PETER AUGUSTINE BROCK as much of the principal from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of PETER AUGUSTINE BROCK.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to PETER AUGUSTINE BROCK it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to PETER AUGUSTINE BROCK, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to PETER AUGUSTINE BROCK which arise outside of this agreement and are known to our Trustee, and also the income and principal available to PETER AUGUSTINE BROCK from his Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of PETER AUGUSTINE BROCK prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of PETER AUGUSTINE BROCK

Upon the death of PETER AUGUSTINE BROCK, any property in his Exempt Share shall be distributed to or for the benefit of the descendants of PETER AUGUSTINE BROCK as PETER AUGUSTINE BROCK shall appoint either by a valid last will and testament or by a valid living trust agreement.

PETER AUGUSTINE BROCK may make distributions among his descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as he shall determine. This limited testamentary power shall not be exercised in favor of his estate or the creditors of his estate.

To the extent that PETER AUGUSTINE BROCK shall fail to exercise this limited testamentary power of appointment, any property in his Exempt Share shall be divided and allocated to PETER AUGUSTINE BROCK'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5

below.

If PETER AUGUSTINE BRÖCK has no then living descendants, any property in his Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for PETER AUGUSTINE BROCK during his lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares

for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of PETER AUGUSTINE BROCK, per stirpes, and if there are no then living descendants of PETER AUGUSTINE BROCK, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

p. Distribution of the Non-Exempt Share for PETER AUGUSTINE BROCK

The Non-Exempt Share for PETER AUGUSTINE BROCK shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for PETER AUGUSTINE BROCK shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to PETER AUGUSTINE BROCK, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of PETER AUGUSTINE BROCK

PETER AUGUSTINE BROCK shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in his Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, PETER AUGUSTINE BROCK shall specifically refer to this power.

PETER AUGUSTINE BROCK shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to PETER AUGUSTINE BROCK the right to appoint property to his own estate. It also specifically grants to PETER AUGUSTINE BROCK the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as he may elect.

Any property in the Non-Exempt Share of PETER AUGUSTINE BROCK which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of PETER AUGUSTINE BROCK, per stirpes.

If PETER AUGUSTINE BROCK has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

s. Distribution of Exempt Share for VINCENT dePAUL BROCK

~~The Exempt Share for VINCENT dePAUL BROCK shall be held in~~
trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, VINCENT dePAUL BROCK as much of the net income from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of VINCENT dePAUL BROCK.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, VINCENT dePAUL BROCK as much of the principal from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of VINCENT dePAUL BROCK.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to VINCENT dePAUL BROCK it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to VINCENT dePAUL BROCK, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to VINCENT dePAUL BROCK which arise outside of this agreement and are known to our Trustee, and also the income and principal available to VINCENT dePAUL BROCK from his Non-

Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of VINCENT dePAUL BROCK prior to making any discretionary distributions hereunder.

~~4. Distribution of the Exempt Share on the Death of~~
VINCENT dePAUL BROCK

Upon the death of VINCENT dePAUL BROCK, any property in his Exempt Share shall be distributed to or for the benefit of the descendants of VINCENT dePAUL BROCK as VINCENT dePAUL BROCK shall appoint either by a valid last will and testament or by a valid living trust agreement.

VINCENT dePAUL BROCK may make distributions among his descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as he shall determine. This limited testamentary power shall not be exercised in favor of his estate or the creditors of his estate.

To the extent that VINCENT dePAUL BROCK shall fail to exercise this limited testamentary power of appointment, any property in his Exempt Share shall be divided and allocated to VINCENT dePAUL BROCK'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If VINCENT dePAUL BROCK has no then living descendants, any property in his Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for VINCENT dePAUL BROCK during his lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at

his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of VINCENT dePAUL BROCK, per stirpes, and if there are no then living descendants of VINCENT dePAUL BROCK, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

r. Distribution of the Non-Exempt Share for VINCENT dePAUL BROCK

The Non-Exempt Share for VINCENT dePAUL BROCK shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for VINCENT dePAUL BROCK shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to VINCENT dePAUL BROCK, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of VINCENT dePAUL BROCK

VINCENT dePAUL BROCK shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in his Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, VINCENT dePAUL BROCK shall

specifically refer to this power.

VINCENT dePAUL BROCK shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to ~~VINCENT dePAUL BROCK the right to appoint~~ property to his own estate. It also specifically grants to VINCENT dePAUL BROCK the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as he may elect.

Any property in the Non-Exempt Share of VINCENT dePAUL BROCK which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of VINCENT dePAUL BROCK, per stirpes.

If VINCENT dePAUL BROCK has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

s. Distribution of Exempt Share for JOHN CLAVER BROCK

The Exempt Share for JOHN CLAVER BROCK shall be held in trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, JOHN CLAVER BROCK as much of the net income from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of JOHN CLAVER BROCK.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, JOHN CLAVER BROCK as much of the principal from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of JOHN CLAVER BROCK.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to JOHN CLAVER BROCK it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to JOHN CLAVER BROCK, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to JOHN CLAVER BROCK which arise outside of this agreement and are known to our Trustee, and also the income and principal available to JOHN CLAVER BROCK from his Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of JOHN CLAVER BROCK prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of JOHN CLAVER BROCK

Upon the death of JOHN CLAVER BROCK, any property in his Exempt Share shall be distributed to or for the benefit of the descendants of JOHN CLAVER BROCK as JOHN CLAVER BROCK shall appoint either by a valid last will and testament or by a valid living trust agreement.

JOHN CLAVER BROCK may make distributions among his descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as he shall determine. This limited testamentary power shall not be exercised in favor of his estate or the creditors of his estate.

To the extent that JOHN CLAVER BROCK shall fail to exercise this limited testamentary power of appointment, any property in his Exempt Share shall be divided and allocated to JOHN CLAVER BROCK'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If JOHN CLAVER BROCK has no then living descendants, any property in his Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for JOHN CLAVER BROCK during his lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of JOHN CLAVER BROCK, per stirpes, and if there are no then living descendants of JOHN CLAVER BROCK, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

t. Distribution of the Non-Exempt Share for JOHN CLAVER BROCK

The Non-Exempt Share for JOHN CLAVER BROCK shall be distributed as follows:

1. ~~Distribution of the Non-Exempt Share~~

The trust share set aside for JOHN CLAVER BROCK shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to JOHN CLAVER BROCK, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of JOHN CLAVER BROCK

JOHN CLAVER BROCK shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in his Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, JOHN CLAVER BROCK shall specifically refer to this power.

JOHN CLAVER BROCK shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to JOHN CLAVER BROCK the right to appoint property to his own estate. It also specifically grants to JOHN CLAVER BROCK the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as he may elect.

Any property in the Non-Exempt Share of JOHN CLAVER BROCK which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living

descendants of JOHN CLAVER BROCK, per stirpes.

If JOHN CLAVER BROCK has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

~~If we have no then living descendants, our Trustee shall~~ distribute the remaining trust property as provided in Article Eight of this agreement.

u. Distribution of Exempt Shares for Afterborn or Adopted Children

If, after the creation of our trust, we have any additional children or legally adopt any children, the Exempt Share for each such child who shall then be living shall be administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, the afterborn or adopted child as much of the net income from his or her Exempt Share as our Trustee deems advisable for his or her education, health, maintenance, and support.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, the afterborn or adopted child as much of the principal from his or her Exempt Share as our Trustee deems advisable for his or her education, health, maintenance, and support.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to the afterborn or adopted child it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to the afterborn or adopted child, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the afterborn or adopted child which arise outside of this agreement and are known to our Trustee, and also the income and principal available to the afterborn or adopted child from his or her Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of the afterborn or adopted child prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of the Afterborn or Adopted Child

Upon the death of the afterborn or adopted child, any property in his or her Exempt Share shall be distributed to or for the benefit of the descendants of the afterborn or adopted child as the afterborn or adopted child shall appoint either by a valid last will and testament or by a valid living trust agreement.

The afterborn or adopted child may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as he or she shall determine. This limited testamentary power shall not be exercised in favor of his or her estate or the creditors of his or her estate.

To the extent that the afterborn or adopted child shall fail to exercise this limited testamentary power of appointment, any property in his or her Exempt Share shall be divided and allocated to the afterborn or adopted child's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If the afterborn or adopted child has no then living descendants, any property in his or her Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that

descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for the afterborn or adopted child during his or her lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established

for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of the afterborn or adopted child, per stirpes, and if there are no then living descendants of the afterborn or adopted child, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

v. Distribution of the Non-Exempt Shares for Afterborn or Adopted Children

If, after the creation of our trust, we have any additional children or legally adopt any children, the Non-Exempt Share for each such child who shall then be living shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for the afterborn or adopted child shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to the afterborn or adopted child, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of the Afterborn or Adopted Child

The afterborn or adopted child shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in his or her Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, the afterborn or adopted child shall specifically refer to this power.

The afterborn or adopted child shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to the afterborn or adopted child the right to appoint property to his or her own estate. It also specifically grants to the afterborn or adopted child the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as he or she may elect.

Any property in the Non-Exempt Share of the afterborn or adopted child which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of the afterborn or adopted child, per stirpes.

If the afterborn or adopted child has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

Section 2. Share of a Descendant of a Deceased Child

The Exempt Share and the Non-Exempt Share established for a then living descendant of a deceased child of ours shall be administered and distributed as follows:

~~a. Distribution of Exempt Shares for Descendants~~

Any Exempt Shares established for a then living descendant of a deceased child of ours pursuant to Section 3 of Article Six or pursuant to this Paragraph a. shall be held and administered upon the same terms and provisions set forth in Section 1 of this Article that governed the Exempt Shares for our children during their lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to Section 3 of Article Six or this Paragraph a., any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this Paragraph a. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to Section 3 of Article Six or this Paragraph a. has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to our then living descendants, per stirpes, in each case to be added to the ~~Exempt Share being held or administered for each of such descendants~~ or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with the provisions of this Paragraph a.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

b. Distribution of Non-Exempt Shares for Descendants

Any Non-Exempt Share established for a then living descendant of a deceased child of ours pursuant to Section 3 of Article Six shall be distributed or administered as follows:

1. Outright Distribution

Each Non-Exempt Share set aside for a then living descendant of a deceased child of ours shall be distributed to such descendant.

2. Retention of a Minor's or Disabled Descendant's Portion in Trust

If any portion of a share is distributable under this Paragraph b. to any descendant of a deceased child who is under 30 years of age, or to any such descendant who is disabled or incapacitated as defined in Article Thirteen of this agreement, then our Trustee shall retain such portion in trust under the provisions of Article Nine of this agreement.

Section 3. Retention of Distributions in Trust

Whenever a distribution is authorized or required to be made by a provision of this Article to any beneficiary, then that beneficiary may direct our Trustee in writing to retain such distribution in trust as follows:

a. A Beneficiary's Right to Income

Our Trustee, during the lifetime of the beneficiary, shall pay to or apply for the benefit of the beneficiary from time to time and at the beneficiary's written direction all of the net income from this trust.

b. A Beneficiary's Right to Withdraw Principal

Our Trustee shall pay to or apply for the benefit of the beneficiary such amounts from the principal as the beneficiary may at any time request in writing.

No limitation shall be placed on the beneficiary as to either the amount of or reason for such invasion of principal.

c. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the benefit of the beneficiary so much of the principal of the trust as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the beneficiary.

d. A Beneficiary's General Power of Appointment

The beneficiary shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or trust agreement, the entire principal and any accrued and undistributed net income of the trust as it exists at the beneficiary's death. In exercising this testamentary general power of appointment, the beneficiary shall specifically refer to this power.

The beneficiary shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to the beneficiary the right to appoint property to the beneficiary's own estate. It also specifically grants to the beneficiary the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the beneficiary may elect.

Any property in the trust which is not distributed pursuant to the exercise of this testamentary general power of appointment shall be distributed to the beneficiary's then living descendants, per stirpes.

If the beneficiary has no then living descendants, our Trustee shall distribute the remaining trust property to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

The provisions of this Section shall not apply to any Exempt Share created under this agreement.

Article Eight

Ultimate Distribution Pattern

~~If at any time there is no person, corporation, or other entity entitled to receive all or any part of the trust property of one of us:~~

One-half of the trust property shall be distributed to those persons who would be the wife Trustmaker's heirs had she died intestate owning such property.

The balance of the property shall be distributed to those persons who would be the husband Trustmaker's heirs had he died intestate owning such property.

The distribution of trust property, for purposes of this Article, shall be determined by the laws of descent and distribution for intestate estates in the State of Massachusetts as such laws are in effect at the time of any distribution under this Article.

Article Nine
Methods of Distribution and Trust
Administration with Regard to
Minor and Disabled Beneficiaries

Section 1. General Guidelines for Distribution

Whenever a distribution is authorized or required by a provision of this agreement to any beneficiary who is disabled or incapacitated, such distribution may be made by our Trustee:

Without continuing court supervision or the intervention of a guardian, conservator, or any other legal representative.

Without giving or requiring any bond or surety on bond.

Pursuant to any of the methods authorized under this Article.

In making distributions under this Article, disability or incapacity shall include adjudicated mental incapacity by a court of competent jurisdiction, or incapacity because of age, illness, or injury.

Before making any distributions to beneficiaries under this Article, it is our desire that our Trustee, to the extent that it is both reasonable and possible:

Inquire into the ultimate disposition of the distributed funds.

Take into consideration the behavior of trust beneficiaries with regard to their disposition of prior distributions of trust property.

Our Trustee shall obtain a receipt from the person, corporation, or other entity receiving any distribution called for in this Article.

Section 2. Methods of Payment

Our Trustee may make the distributions called for in this Article in any one or more of the following ways:

Directly to a beneficiary.

To persons, corporations, or other entities for the use and benefit of the beneficiary.

To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management, and custody of the account to a suitable person, corporation, or other entity for the use and benefit of the beneficiary.

In any prudent form of annuity purchased for the use and benefit of the beneficiary.

To any person or duly licensed financial institution, including our Trustee, as a custodian under the Uniform Transfers to Minors Act, or any similar act, of any state, or in any manner allowed by any state statute dealing with gifts or distributions to minors or other individuals under a legal disability.

To any guardian or other person deemed by our Trustee to be responsible, and who has assumed the responsibility of caring for the beneficiary.

Section 3. Our Trustee's Discretion to Keep Property in Trust

If any trust property becomes distributable to a beneficiary when the beneficiary is under 30 years of age, or when the beneficiary is under any form of legal disability, as defined in Article Thirteen, our Trustee may retain that beneficiary's share in a separate trust until he or she attains 30 years of age, or until his or her legal disability has ceased, as follows:

a. Distributions of Trust Income and Principal

Our Trustee shall apply to or for the benefit of the beneficiary as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's education, health, maintenance, and support.

~~In making any distributions of income and principal under this Article,~~
our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

b. Termination and Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 30 years of age, or

When he or she ceases to be disabled.

c. A Beneficiary's General Power to Appoint Trust Property

If a beneficiary should die before the complete distribution of his or her trust, the trust shall terminate and all of the trust property shall be distributed to such persons, corporations, or other entities, including the beneficiary's own estate, in the manner in which the beneficiary shall elect.

This general power of appointment must be exercised by the beneficiary by either a valid living trust or last will and testament, either of which specifically refers to this power of appointment.

To the extent this general power of appointment is not exercised, our Trustee shall distribute the remaining trust property to the then living descendants of the beneficiary, per stirpes.

If the beneficiary has no then living descendants, our Trustee shall distribute the remaining trust property to our then living descendants, per

stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

Article Ten

The Resignation, Replacement, and Succession of Our Trustees

Section 1. The Resignation of a Trustee

Any Trustee may resign by giving thirty days' written notice to each of us or to our respective legal representatives. If neither of us is living, the notice shall be delivered to our Trustees and to all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income from any trust created under this agreement.

If a beneficiary is a minor or is legally incapacitated, the notice shall be delivered to that beneficiary's guardian or other legal representative.

Section 2. The Removal of a Trustee

Any Trustee may be removed by a majority of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

a. No Cause for Removal Needed

The beneficiaries need not give any Trustee being removed any reason, cause, or ground for such removal.

b. Notice of Removal

Notice of removal shall be effective when made in writing by either:

Personally delivering notice to the Trustee and securing a written receipt, or

Mailing notice in the United States mail to the last known address of the Trustee by certified mail, return receipt requested.

Section 3. Replacement of Trustees

If EMIL FREI, IV is removed, dies, resigns, becomes legally incapacitated, or is otherwise unable or unwilling to serve, he shall be replaced with NANCY FREI, and if PETER AUGUSTINE BROCK is removed, dies, resigns, becomes legally incapacitated, or is otherwise unable or unwilling to serve, he shall be replaced with FRANCIS CHRISTOPHER BROCK.

Section 4. Unfilled Trusteeship

In the event no named Trustees are available, a majority of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement shall forthwith name a corporate fiduciary.

If a majority of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement cannot agree on a corporate fiduciary, any beneficiary can petition a court of competent jurisdiction, ex parte, to designate a corporate fiduciary as a Trustee.

The court that designates the successor Trustee shall not acquire any jurisdiction over any trust created under this agreement, except to the extent necessary to name a corporate fiduciary as a successor Trustee.

Section 5. Corporate Fiduciaries

Any corporate fiduciary named in this trust agreement or appointed by a court of competent jurisdiction as a Trustee must be a bank or trust company situated in the United States having trust powers under applicable federal or state law.

Such fiduciary shall have a combined capital and surplus of at least 100 million dollars.

Section 6. Powers and Liabilities of Successor Trustee

Any successor Trustee, whether corporate or individual, shall have all of the rights, powers, and privileges, and be subject to all of the obligations and duties, both discretionary and ministerial, as given to the original Trustees.

Any successor Trustee shall be subject to any restrictions imposed on the original Trustees. ~~No successor Trustee shall be required to examine the accounts, records,~~

- and acts of any previous Trustees.

No successor Trustee shall in any way be responsible for any act or omission to act on the part of any previous Trustees.

Article Eleven

General Matters and Instructions with Regard to the Trusteeship

Section 1. Use of "Trustee" Nomenclature

As used throughout this agreement, the word "Trustee" shall refer to the initial Trustee as well as any single, additional, or successor Trustees. It shall also refer to any individual, corporation, or other entity acting as a replacement, substitute, or added Trustee.

Section 2. No Requirement to Furnish Bond

Our Trustee shall not be required to furnish any bond for the faithful performance of its duties.

If a bond is required by any law or court of competent jurisdiction, it is our desire that no surety be required on such bond.

Section 3. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by our Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

Section 4. Our Trustee's Responsibility to Make Information Available to Beneficiaries

Our Trustee shall report, at least semiannually, to the beneficiaries then eligible to receive mandatory or discretionary distributions of the net income from the various trusts created in this agreement all of the receipts, disbursements, and distributions occurring during the reporting period along with a complete statement of the trust property.

The trust's books and records along with all trust documentation shall be available and open at all reasonable times to the inspection of the trust beneficiaries and their representatives.

Our Trustee shall not be required to furnish trust records or documentation to any individual, corporation, or other entity that is not a beneficiary, does not have the express written approval of a beneficiary, or is not requesting such pursuant to a court order.

Section 5. Delegation among Our Trustees

Any Trustee may delegate to any other Trustee the power to exercise any or all powers granted our Trustee in this agreement, including those which are discretionary, if allowed by law.

Our delegating Trustee may revoke any such delegation at will.

The delegation of any such power, as well as the revocation of any such delegation, shall be evidenced by an instrument in writing executed by the delegating Trustee.

As long as any such delegation is in effect, any of the delegated powers may be exercised by the Trustee receiving such delegation with the same force and effect as if the delegating Trustee had personally joined in the exercise of such power.

Section 6. Utilization of Substitute Trustee

If our Trustee is unwilling or unable to act as to any trust property, our Trustee shall designate, in writing, an individual, bank trust department, or trust company to act as a substitute Trustee with regard to such property.

The property being administered by the substitute Trustee, as well as the net income therefrom, shall be distributed or remitted as directed by the delegating Trustee consistent with the terms of this agreement.

Each substitute Trustee shall exercise all of the fiduciary powers granted by this agreement unless expressly limited by the delegating Trustee in the instrument appointing such substitute Trustee, or by any provision within this Section.

Any substitute Trustee may resign at any time by delivering written notice to our Trustee to that effect.

Section 7. Trustee's Fee

Our Trustee shall be entitled to fair and reasonable compensation for the services it renders as a fiduciary. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale.

Our Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with its fiduciary duties under this agreement.

Section 8. A Majority of Trustees Required to Control

When more than two Trustees are acting, the concurrence and joinder of a majority of Trustees shall control in all matters pertaining to the administration of any trust created under this agreement.

If only two Trustees are acting, the concurrence and joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section 9. Successor Corporate Fiduciaries

If any bank or trust company ever succeeds to the trust business of any corporate fiduciary serving as a Trustee under this agreement, whether because of a name change or any other form of reorganization, or if such corporate fiduciary ever transfers all of its existing business to any other bank or trust company, the successor shall thereupon, without any action being required, succeed to the trusteeship hereunder as if originally named.

Section 10. Early Termination of Trusts Based on Cost

If our Trustee shall determine, in its sole and absolute discretion, that any trust created under this agreement has become uneconomical to administer due to the high cost of administration relative to the value of the trust property, our Trustee may terminate such trust or trusts and distribute the trust property, including any accrued but undistributed net income, in the following order:

To the then mandatory income beneficiaries of the trust, per stirpes.

If there are no living mandatory income beneficiaries, then equally among the beneficiaries then entitled to receive discretionary payments of income of the trust, per stirpes.

Section 11. Generation-Skipping Tax Provisions

In order to minimize the impact of any generation-skipping tax that may be applied to any of the trusts created by this agreement or their beneficiaries, our Trustee, in its sole and absolute discretion, is authorized to take the following actions:

a. Division into Exempt and Nonexempt Trusts

If any trust created under this agreement would be partially exempt from generation-skipping tax by reason of an allocation of a generation-skipping tax exemption to it, prior to such allocation our Trustee shall divide the total trust assets into two separate trust shares of equal or unequal value, to permit allocation of the exemption solely to one trust share (the "exempt trust"). The exempt trust shall consist of a fractional interest of the total trust assets in an amount necessary to cause the

exempt trust to be entirely exempt from generation-skipping tax. The other trust share (the "nonexempt trust") shall consist of the remaining fractional interest of the total trust assets. For purposes of this allocation, assets values as finally determined for federal estate tax purposes shall be used.

b. Additions to a Separate Trust

If a trust under this agreement, whether created under this Section or not, is entirely exempt or nonexempt from generation-skipping tax and adding property to it would partially subject the trust to generation-skipping tax, our Trustee may hold that property in a separate trust in lieu of making the addition.

c. Terms of the Trusts

If our Trustee divides a trust into two separate trust shares or creates a separate trust for additions, the trusts or trust shares that result shall have the same terms and conditions as the original trust. Our Trustee shall not make discretionary distributions from the income or principal of the exempt trust to beneficiaries who are nonskip persons as long as any readily marketable assets remain in the nonexempt trust.

d. Allocation from an Exempt Trust First

Upon division or distribution of an exempt trust and a nonexempt trust, our Trustee may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur.

e. Taxable Distributions

If our Trustee considers that any distribution from a trust under this agreement, other than pursuant to a power to withdraw or appoint, is a taxable distribution subject to a generation-skipping tax payable by the beneficiary, our Trustee shall augment the distribution by an amount which our Trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates.

f. Taxable Terminations

If our Trustee considers that any termination of an interest in trust property is a taxable termination subject to a generation-skipping tax, our Trustee shall pay the tax from the portion of the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries.

Article Twelve

Our Trustee's Administrative and Investment Powers

Section 1. Introduction to Trustee's Powers

Except as otherwise provided in this agreement, our Trustee shall have both the administrative and investment powers enumerated under this Article and any other powers granted by law with respect to the various trusts created by this agreement.

Section 2. Powers to Be Exercised in the Best Interests of the Beneficiaries

Our Trustee shall exercise the following administrative and investment powers without the order of any court, as our Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, our Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

Section 3. Administrative and Investment Powers

Our Trustee is hereby granted the following administrative and investment powers:

a. Agricultural Powers

Our Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

It may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

It may engage and participate in any government farm program, whether state or federally sponsored.

It may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

It may improve and repair all farm and ranch properties; construct ~~buildings, fences, and drainage facilities; acquire, retain, improve, and~~ dispose of wells, water rights, ditch rights, and priorities of any nature.

Our Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

b. Business Powers

Our Trustee may retain and continue any business in which one or both of us have or had an interest as a shareholder, partner, sole proprietor, or as a participant in a joint venture, even though that interest may constitute all or a substantial portion of the trust property:

It may directly participate in the conduct of any such business or employ others to do so on behalf of the beneficiaries.

It may execute partnership agreements, buy-sell agreements, and any amendments to them.

It may participate in the incorporation of any trust property; any corporate reorganization, merger, consolidation, recapitalization, liquidation, dissolution; or any stock redemption or cross purchase buy-sell agreement.

It may hold the stock of any corporation as trust property, and may elect or employ directors, officers, employees, and agents and compensate them for their services.

It may sell or liquidate any business interest that is part of the trust property.

Our Trustee may exercise all of the business powers granted in this agreement regardless of whether our Trustee is personally interested or an involved party with respect to any business enterprise forming a part of the trust property.

c. Common Fund Powers

For the purpose of convenience with regard to the administration and investment of the trust property, our Trustee may hold the several trusts created under this agreement as a common fund.

Our Trustee may make joint investments with respect to the funds comprising the trust property.

Our Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this agreement.

d. Compensation Powers

Our Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this agreement.

Our Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement, and shall reasonably compensate those persons employed by our Trustee, including agents, auditors, accountants, and attorneys.

e. Distribution Powers

Our Trustee is specifically authorized to make divisions and distributions of the trust property either in cash or in kind, or partly in cash and partly in kind, or in any proportion it deems advisable.

It shall be under no obligation or responsibility to make pro rata divisions and distributions in kind.

Our Trustee may allocate specific property to any beneficiary or share although the property may differ in kind from the property allocated to any other beneficiary or share.

The foregoing powers may be exercised regardless of the income tax basis of any of the property.

f. Income and Principal Powers

Our Trustee may determine in a fair, equitable, and practical manner how all Trustee's fees, disbursements, receipts, and wasting assets shall be credited, charged, or apportioned between principal and income.

Our Trustee may set aside from trust income reasonable reserves for taxes, assessments, insurance premiums, repairs, depreciation, obsolescence, depletion, and for the equalization of payments to or for the beneficiaries; it may select any and all accounting periods with regard to the trust property.

All increases in the value of any life insurance policies prior to the death of the insured held by this trust shall be principal and not income.

g. Investment Powers in General

Our Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property, real or personal, as it shall determine.

It may invest in investment trusts as well as in common trust funds.

It may purchase life, annuity, accident, sickness, and medical insurance on the behalf of and for the benefit of any trust beneficiary.

h. Loan, Borrowing, and Encumbrance Powers

Our Trustee may loan money to any person, including a beneficiary, except either or both of us, with or without interest, on any term or on demand, with or without collateral, as it deems in the best interests of the trust beneficiaries.

It may borrow money upon such terms and conditions as it shall deem advisable, including, in the case of a corporate fiduciary, the power to borrow from its own banking or commercial department.

It shall have the power to obligate the trust property for the repayment of any sums borrowed where the best interests of the beneficiaries have been taken into consideration.

Our Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in this agreement.

i. Margin, Brokerage, and Bank Account Powers

Our Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales and on margin. Our Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by our Trustee with such brokers as securities for loans and advances made to our Trustee. Our Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that our Trustee may choose.

j. Mortgage Powers

Our Trustee shall have the power to enter into any mortgage whether as a mortgagee or mortgagor, to purchase mortgages on the open market, and to otherwise buy, sell, or trade in first or subordinate mortgages.

It may reduce the interest rate on any mortgage and consent to the modification or release of any guaranty of any mortgage.

Our Trustee may continue mortgages upon and after maturity with or without renewal or extension, and may foreclose any mortgage. It may purchase the mortgaged property or acquire it by deed from the mortgagor without foreclosure.

k. Nominee Powers

Our Trustee may hold any trust property in the name of our Trustee, or in the name of a nominee, and may enter into agreements to facilitate holding such property. It may accomplish such with or without disclosing its fiduciary capacity.

l. Nonproductive Property

Our Trustee may hold property which is non-income producing or is otherwise nonproductive if the holding of such property is, in the sole and absolute discretion of our Trustee, in the best interests of the beneficiaries.

m. Oil, Gas, Coal, and Other Mineral Powers

Our Trustee may do all things necessary to maintain in full force and effect any oil, gas, coal, or other mineral interests comprising part or all of the trust property.

It may purchase additional oil, gas, coal, and other mineral interests when necessary or desirable to effect a reasonable plan of operation or development with regard to the trust property.

It may buy or sell undivided interests in oil, gas, coal, and other mineral interests, and may exchange any of such interests for interests in other properties or for services.

It may execute oil, gas, coal, and other mineral leases on such terms as our Trustee may deem proper, and may enter into pooling, unitization, repressurization, and other types of agreements relating to the development, operation, and conservation of mineral properties.

Any lease or other agreement may have a duration that our Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

It may execute division orders, transfer orders, releases, assignments, farmouts, and any other instruments which it deems proper.

It may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

It may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interest, and may pay the cost of such

services from the principal or income of the trust property.

Our Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interest.

n. Powers of Attorney

Our Trustee may execute, deliver, and grant to any individual or corporation a revocable or irrevocable power of attorney to transact any and all business on behalf of the various trusts created in this agreement.

The power of attorney may grant to the attorney-in-fact all of the rights, powers, and discretion that our Trustee could have exercised.

o. Powers to Merge Similar Trusts

Our Trustee may merge and consolidate any trust created in this agreement with any other trust created by both or either of us, or any other person at any other time, if the other trust contains substantially the same terms for the same beneficiaries, and has at least one Trustee in common with the trust or trusts created in this agreement.

Our Trustee may administer such merged and consolidated trusts as a single trust or unit. If, however, such a merger or consolidation does not appear feasible, as determined in the sole and absolute discretion of our Trustee, the Trustee may consolidate the assets of such trusts for purposes of investment and trust administration while retaining separate records and accounts for the respective trusts.

p. Powers of an Interested Trustee

An interested Trustee is any Trustee who has an interest as a beneficiary in this trust agreement or any trust created by it. In all instances where an interested Trustee distributes, or participates in the distribution, of trust income or principal to or for the benefit of such Trustee, then the distribution shall be limited by the ascertainable standards of education, health, maintenance, and support. Notwithstanding anything in this agreement to the contrary, in making such distributions, the interested Trustee shall not use discretion in applying those ascertainable

standards.

No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support, as to that support obligation.

q. Powers of an Insured Trustee

Any individual Trustee under this agreement is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property.

If our Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

r. Real Estate Powers

Our Trustee may make leases and grant options to lease for any term, even though the term may extend beyond the termination of any trust created under this agreement.

It may grant or release easements and other interests with respect to real estate, enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

It may dedicate parks, streets, and alleys or vacate any street or alley, and may construct, repair, alter, remodel, demolish, or abandon improvements.

It may elect to insure, as it deems advisable, all actions contemplated by this subsection.

Our Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

s. S Corporation Stock

If any stock of an S corporation becomes distributable to a trust created under this agreement, and such trust is not a qualified Subchapter S trust, our Trustee may implement any of the following alternatives with respect to the S corporation stock:

1. A Sole Beneficiary

Where the original trust is for a sole beneficiary, our Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust.

2. Multiple Beneficiaries

Where the original trust is for multiple beneficiaries, our Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

3. Outright Distribution

If circumstances prevent our Trustee from accomplishing the first two alternatives under this paragraph, our Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment

that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

Our Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

t. Sale, Lease, and Other Dispositive Powers

Our Trustee may sell, lease, transfer, exchange, grant options with respect to, or otherwise dispose of the trust property.

It may deal with the trust property at such time or times, for such purposes, for such considerations and upon such terms, credits, and conditions, and for such periods of time, whether ending before or after the term of any trust created under this agreement, as it deems advisable.

Our Trustee may make such contracts, deeds, leases, and any other instruments it deems proper under the immediate circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

u. Securities Powers

In addition to those other securities powers granted throughout this Article, our Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

Our Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

v. Settlement Powers

Our Trustee may compromise, adjust, arbitrate, alter the terms of, or abandon any claim in favor of or against any trust created under this agreement, and may take deeds in lieu of foreclosure.

w. Trust Addition and Retention Powers

Our Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us or from any other person, corporation, or entity.

Upon receipt of any additional property, our Trustee shall administer and ~~distribute the same as part of the trust property.~~

Our Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

x. Trustees' or Fiduciaries' Powers Acts

In addition to all of the powers specifically granted our Trustee in this Article, our Trustee may exercise those powers set forth under the Trustees' or Fiduciaries' Powers Acts, or their equivalent, of the State of Massachusetts, together with any amendment to such laws.

Our Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement.

All of the powers granted to our Trustee in this Article shall be in addition to those powers conferred upon Trustees under all applicable state and federal statutes.

Each power conferred upon our Trustee under this Article, or upon Trustees in general, by applicable state or federal statutes, shall be subject to any express limitations or contrary directions contained in this agreement.

Article Thirteen

Definitions and General Provisions

Section 1. Definitions

For purposes of this agreement, the following words and phrases shall be defined as follows:

a. Adopted and Afterborn Persons

Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

b. Descendants

- A person's descendants shall include all of his or her lineal descendants through all generations.

A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation.

An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

c. Per Stirpes Distributions

Whenever a distribution is to be made to a person's descendants, per stirpes:

The distributable assets are to be divided into as many shares as there are then living children of such person and deceased children of such person who left then living descendants.

Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living descendants in the same manner.

d. Education

As used in this trust, "education" shall include:

Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

Any course of study or instruction at any institution for specialized, vocational, or professional training.

Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

Distributions for education may include tuition, fees, books, supplies, living expenses, travel, and spending money to the extent that they are reasonable.

e. Personal Representative

For the purposes of this agreement, the term "personal representative" shall include an executor, administrator, guardian, custodian, conservator, Trustee, or any other form of personal representative.

f. Disability

Except as otherwise provided in this agreement, any individual may be treated as disabled, incompetent, or legally incapacitated if:

The individual has been declared or adjudicated as such by a court of competent jurisdiction, or

A guardian, conservator, or other personal representative of such individual's person or estate has been appointed by a court of competent jurisdiction, or

The individual has been certified as such in writing by at least two licensed physicians, or

The individual has disappeared or is absent for unexplained reasons, or the individual is being detained under duress where the individual is unable to effectively manage his or her property or financial affairs.

Section 2. The Rule Against Perpetuities

Unless sooner terminated by the express provisions of this agreement, each trust created in this agreement shall terminate twenty-one years after the death of the last survivor of the group composed of the both of us and those of our descendants living at the date this trust agreement is signed. At that time, the property held in trust shall be discharged of any further trust, and shall immediately vest in and be distributed to those persons entitled to receive or have the benefit of the income from the respective trust.

For purposes of distributions under this Section only, it shall be presumed that any person then entitled to receive any discretionary payments of the income of a separate trust is entitled to receive all of the income, and it shall be presumed that any class of persons entitled to receive discretionary payments of income is entitled to receive all of such income.

Section 3. Protective Clause

To the fullest extent permitted by law, the interests of all of the beneficiaries in the various trusts and trust property subject to this agreement shall not be alienated, pledged, anticipated, assigned, or encumbered unless specifically authorized by the terms of this agreement.

Such interests shall not be subject to legal process or to the claims of any creditors while such interests remain trust property.

Section 4. Maintaining Property in Trust

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

Section 5. Contest Clause

If any person, including a beneficiary, shall in any manner, directly or indirectly, attempt to contest or oppose the validity of this agreement, or commences or prosecutes any legal proceedings to set this agreement aside, then in such event such person shall forfeit his or her share, cease to have any right or interest in the trust property, and shall be deemed to have predeceased both of us.

Should any person disclaim his or her interest, in whole or in part, in any trust created for his or her benefit in this trust agreement the result of which would be for that person to receive the trust property free of trust earlier than provided by the terms of the trust, then the disclaiming person shall forfeit his or her interest in the trust, shall cease to have any right or interest in the trust property, and shall be deemed to have predeceased both of us.

Section 6. Changing the Trust Situs

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

Section 7. General Matters

The following general matters of construction shall apply to the provisions of this agreement:

a. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

b. Headings of Articles, Sections, and Paragraphs

The headings of Articles, Sections, and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

c. Notices

All notices required to be given in this agreement shall be made in writing by either:

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt.

d. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt.

e. Applicable State Law

The validity of this trust shall be determined by reference to the laws of the State of Massachusetts.

Questions with regard to the construction and administration of the various trusts contained in this agreement shall be determined by reference to the laws of the state in which the trust is then currently being administered.

f. Duplicate Originals

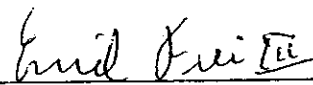
This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

g. Severability

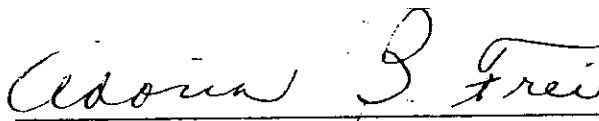
If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

We have executed this agreement the day and year first written above.

We certify that we have read our foregoing irrevocable trust agreement, and that it correctly states the terms and conditions under which our trust property is to be held, managed, and disposed of by our Trustee. We approve this irrevocable trust in all particulars, and request our Trustee to execute it.




EMIL FREI, III, Trustmaker



ADORIA B. FREI, Trustmaker



EMIL FREI, IV, Trustee



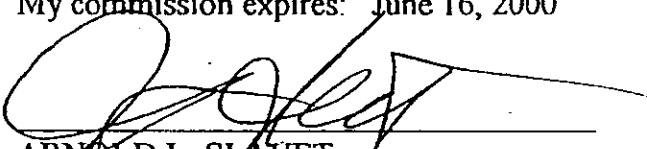
PETER AUGUSTINE BROCK, Trustee

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

The foregoing irrevocable trust agreement was acknowledged before me on
October 29, 1996, by EMIL FREI, III, as Trustmaker.

Witness my hand and official seal.

My commission expires: June 16, 2000



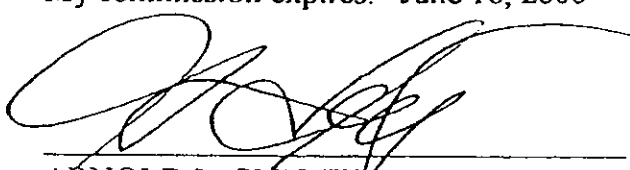
ARNOLD L. SLAVET
Notary Public

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

The foregoing irrevocable trust agreement was acknowledged before me on
October 29, 1996, by ADORIA B. FREI, as Trustmaker.

Witness my hand and official seal.

My commission expires: June 16, 2000



ARNOLD L. SLAVET
Notary Public



P-09-065257-1

FILED

MAY 20 11 40 AM '09

E. J. Smith
CLERK OF THE COURT

RAR
DANIEL V. GOODSSELL, ESQ.
Nevada Bar No: 7356
MICHAEL A. OLSEN, ESQ.
Nevada Bar No: 6076
JENNIFER L. MICHELI, ESQ.
Nevada Bar No. 11210
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mike@goodsellolsen.com
jennifer@goodsellolsen.com
Attorneys for Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of)	Case No: P-09-065257
)	Dept. No: PCI
)	
FREI JOINT IRREVOCABLE TRUST)	
DATED OCTOBER 29, 1996)	
)	Hearing Date: 05/01/09
)	Hearing Time: 9:30 A.M.
)	

**PROBATE COMMISSIONER'S REPORT AND RECOMMENDATION
REGARDING PETITION FOR ORDER REFORMING TERMS OF TRUST**

STEPHEN M. BROCK's Petition to Confirm Trustees of the Frei Joint Irrevocable Trust dated October 29, 1996, for an Order Assuming Jurisdiction Over the Trust, and for an Order Reforming the Terms of the Trust having come on regularly for hearing before the Probate Commissioner of the Eighth Judicial District Court of Clark County, State of Nevada, and the Probate Commissioner having reviewed the pleadings and papers on file herein, and having heard the arguments of legal counsel representing the parties, and the Probate Commissioner

GOODSELL & OLSEN
ATTORNEYS AT LAW
10155 W. TWAIN AVE., SUITE 100, LAS VEGAS, NV 89147
(702) 869-6261 TEL - (702) 869-8243 FAX

1 acting as a special master herein as provided under NRCP 53, hereby makes the following
2 findings and recommendations:

3 **I. PARTIES REPRESENTED AND PLEADINGS FILED**

4 The Petition to Confirm Trustees of the Frei Joint Irrevocable Trust dated October 29,
5 1996, for an Order Assuming Jurisdiction Over the Trust, and for an Order Reforming the Terms
6 of the Trust filed by STEPEHN M. BROCK (hereafter referred to as the "Petitioner"), the
7 Opposition to Petition to Confirm Trustees of the Frei Joint Irrevocable Trust dated October 29,
8 1996, for an Order Assuming Jurisdiction Over the Trust, and for an Order Reforming the Terms
9 of the Trust filed by EMIL FREI, III (hereinafter referred to as "Dr. Frei"); and Reply to
10 Opposition to Petition to Confirm Trustees of the Frei Joint Irrevocable Trust dated October 29,
11 1996, for an Order Assuming Jurisdiction Over the Trust and for an Order Reforming the Terms
12 of the Trust filed by Petitioner; came on regularly before the Probate Commissioner on May 1,
13 2009 at 9:30 p.m., wherein Daniel V. Goodsell, Esq. and Michael A. Olsen, Esq. of the law firm
14 GOODSSELL & OLSEN appeared and on behalf of the Petitioner; and Elliot S. Blut, Esq. of the
15 law firm BLUT & CAMPAIN appeared on behalf of Dr. Frei.

16 **II. FINDINGS OF FACT**

17 The Probate Commissioner, after reviewing all pleadings and after hearing oral
18 arguments by counsel in this matter, being fully advised in the premises, and good cause
19 appearing, hereby finds as follows:

- 20
- 21 1. That Dr. Frei and ADORIA S. FREI ("Mrs. Frei") were the Trustors of the
- 22 Frei Joint Revocable Trust dated October 29, 1996 (the "Trust").
- 23
- 24 2. That ADORIA S. FREI died on January 28, 2009, thus leaving Dr. Frei as
- 25 the sole surviving Trustor of the Trust.
- 26
- 27
- 28

1 **IT IS FURTHER RECOMMENDED** that EMIL FREI, IV and PETER
2 AUGUSTINE BROCK should be confirmed as the co-trustees of the Trust.

3 **IT IS FURTHER RECOMMENDED** that this Court should assume jurisdiction
4 over the Trust as a proceeding *in rem* as provided under NRS 164.010.
5

6 **IT IS FURTHER RECOMMENDED** that the Petition to Confirm Trustees of
7 the Frei Joint Irrevocable Trust dated October 29, 1996, for an Order Assuming Jurisdiction Over
8 the Trust, and for an Order Reforming the Terms of the Trust should be GRANTED and Section
9 1 of Article Seven of the Trust should be restated in its entirety as follows:
10

11 **Article Seven**

12 **Distribution of Our Trust Property**

13 **Section 1. Distribution of Trust Shares for Each Child**

14 The Exempt Share and the Non-Exempt Share of each child of ours who shall
15 then be living shall be administered and distributed as follows:

16 **a. Distribution of Both Exempt Share and Non-Exempt Share Upon Election of**
17 **Child**

18 Upon an election in writing by any child of ours delivered to our Trustee, the trust
19 share set aside for such child shall forthwith terminate and our Trustee shall distribute
20 all undistributed net income and principal to such child outright and free of the trust.
21 In the absence of such an election, the trust share set aside for such child shall be
22 administered and distributed as provided in subparagraphs b. and c. below of this
23 Section 1.

24 **b. Distribution of Exempt Share**

25 The undistributed Exempt Share for any child of ours shall be held in trust and
26 administered and distributed as follows:

27 **1. Distributions of Net Income of the Exempt Share**

28 Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit
of, a child or ours as much of the net income from such child's Exempt Share as
our Trustee deems advisable for the education, health, maintenance, and support
of the child.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, any child of ours as much of the principal from such child's Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of the child.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to any child or ours, it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to such child, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the child which arise outside of this agreement and are known to our Trustee, and also the income and principal available to the child from the child's Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of the child prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of the Child

Upon the death of any child of ours, any property in such child's Exempt Share shall be distributed to or for the benefit of the descendants of the child as the child shall appoint either by a valid last will and testament or by a valid living trust agreement. Such child may make distributions among such child's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the child shall determine. This limited testamentary power shall not be exercised in favor of the child's estate or the creditors of the child's estate.

To the extent that such child shall fail to exercise this limited testamentary power of appointment, any property in such child's Exempt Share shall be divided and allocated to the child's then living descendants, *per stirpes*, to be held and administered in a separate Exempt Shares for each of such descendant in accordance with subsection 5 below.

If such deceased child has no then living descendants, any property in such child's Exempt Share shall be divided and allocated to our then living descendants, *per stirpes*, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below. If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for the child during the child's lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement. Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants; *per stirpes*, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, *per stirpes*, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, *per stirpes*, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of the deceased child of ours, *per stirpes*, and if there are no then living descendants of such deceased child, to our then living descendants, *per stirpes*, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

1 **c. Distribution of the Non-Exempt Share**

2 The undistributed Non-Exempt Share for a child of ours shall be distributed as
3 follows:

4 **1. Distribution of the Non-Exempt Share**

5 The trust share set aside for such child shall forthwith terminate and our Trustee
6 shall distribute all undistributed net income and principal to such child free of the
7 trust.

8 **2. Distribution of the Non-Exempt Share on the Death of the Child**

9 A deceased child of ours shall have the unlimited and unrestricted testamentary
10 general power to appoint, by a valid last will and testament or by a valid living
11 trust agreement, any property remaining in her Non-Exempt Share, the
12 distribution of which would otherwise constitute a taxable generation-skipping
13 transfer. In exercising this testamentary general power of appointment, such child
14 shall specifically refer to this power. Such child shall have the sole and exclusive
15 right to exercise this testamentary general power of appointment. This
16 testamentary general power of appointment specifically grants to such child the
17 right to appoint property to such child's own estate. It also specifically grants to
18 such child the right to appoint the property among persons, corporations, or other
19 entities in equal or unequal proportions, and on such terms and conditions,
20 whether outright or in trust, as she may elect. Any property in the Non-Exempt
21 Share of such child which is not distributed pursuant to the exercise of this
22 testamentary general power of appointment or is not subject to such power
23 because it is not taxable as a generation-skipping transfer shall be distributed to
24 the then living descendants of such child, *per stirpes*.

20 //

21 //

23 [The remainder of this page was left blank intentionally.]

24 //

25 //

26 //

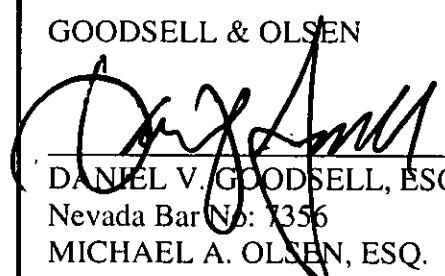
1 If such child has no then living descendants, our Trustee shall distribute the
2 balance of the property of the Non-Exempt Share to our then living descendants,
3 *per stirpes*. If we have no then living descendants, our Trustee shall distribute the
4 remaining trust property as provided in Article Eight of this agreement.

5 DATED this 14th day of May, 2009.

6 
7 PROBATE COMMISSIONER
8

9 Submitted by:

10 GOODSELL & OLSEN

11 
12 DANIEL V. GOODSELL, ESQ.
13 Nevada Bar No: 7356
14 MICHAEL A. OLSEN, ESQ.
15 Nevada Bar No: 6076
16 10155 W. Twain Ave., Suite 100
17 Las Vegas, Nevada 89147
18 Attorneys for Petitioner
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ATTORNEYS AT LAW
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(702) 869-6261 TEL - (702) 869-8243 FAX

NOTICE

Pursuant to NRCP 53, you are hereby notified you have ten (10) days from the date you are served with the foregoing Report and Recommendation within which you may file a written objection.

I HEREBY CERTIFY that service of the foregoing Report and Recommendation was made this 20th day of May, by depositing a true and correct copy of the aforementioned document in the U.S. Mail, postage prepaid, first class mail, addressed to:

Judy Frei
839 Columbian Avenue
Oak Park, IL 60302-1557

Mary Frei
63 Park Avenue
Bedford Hills, NY 10807

Alice Frei
2401 Dorrington Street
Houston, TX 77030

Nancy Frei
12506 Queensbury
Houston, TX 77024

Emil Frei IV
3 Basswood Lane
Andover, MA 01810
John Brock
P.O. Box 127
Santa Barbara, CA 93102

Francis Brock
215 Creek Walk Drive
Walkersville, MD 21793
Peter Brock
Box 362
Garrett Park, MD 20896

Stephen Brock
5770 El Camino Road
Las Vegas, NV 89118

Vincent Brock
15549 La Subida Drive
Hacienda Heights, CA 91745

Chelsea Frei
3 Basswood Lane
Andover, MA 01810

Jeremiah Frei-Pearson
63 Park Avenue
Bedford Hills, NY 10807

Carly Frei
3 Basswood Lane
Andover, MA 01810

Helen Frei-Howe
839 Columbian Avenue
Oak Park, IL 60302-1557

Emil Frei-Howe
839 Columbian Avenue
Oak Park, IL 60302-1557

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Las Vegas, NV 89118

Rachel Brock
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Walkersville, MD 21793-6004

Anna Brock
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Joseph Brock
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Garrett Park, MD 20896

Michael Stephen Brock
5770 El Camino Road
Las Vegas, NV 89118

Jonathan Richard Brock
5770 El Camino Road
Las Vegas, NV 89118

Catherine Frei
12506 Queensbury
Houston, TX 77024

Jerry R. Frei
12506 Queensbury
Houston, TX 77024

Elizabeth Frei
2401 Dorrington Street
Houston, TX 77030

Nathaniel Frei-Pearson
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Bedford Hills, NY 10807

Abraham Frei-Pearson
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Bedford Hills, NY 10807
Joseph Brock
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Garrett Park, MD 20896

Daniel Brock
Box 362
Garrett Park, MD 20896
Christopher Brock
Box 362
Garrett Park, MD 20896

Elizabeth Brock
15549 La Subida Drive
Hacienda Heights, CA 91745

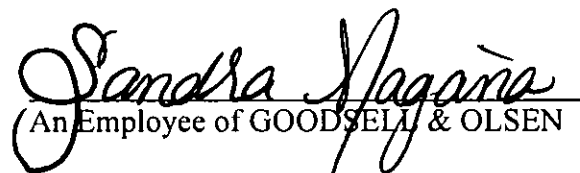
Timothy Brock
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Santa Barbara, CA 93102

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Peter Brock, II
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Garrett Park, MD 20896

Elliot Blut, Esq.
BLUT & CAMPAIN
2029 Century Park East, 21st floor
Los Angeles, CA 90067

Fred Waid, Esq.
Perth Consulting & Services, LLC
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145


(An Employee of GOODSELL & OLSEN)

ORIGINAL

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NOTC

DANIEL V. GOODSSELL, ESQ.

Nevada Bar No: 7356

JENNIFER L. MICHELI, ESQ.

Nevada Bar No. 11210

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dan@goodsellolsen.com

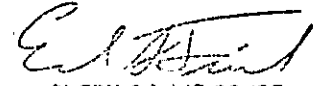
mike@goodsellolsen.com

jennifer@goodsellolsen.com

Attorneys for Petitioner

FILED

JUN 16 11 22 AM '09


CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of

) Case No: P -09-065257

) Dept. No: PCI

)

FREI JOINT IRREVOCABLE TRUST

)

DATED OCTOBER 29, 1996

)

) Hearing Date: 05/01/09

) Hearing Time: 9:30 A.M.

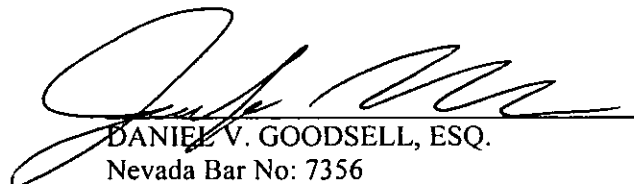
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NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an Order, a copy of which is attached hereto, was entered in the above-entitled matter on the 12th day of June, 2009.

DATED this 15th day of June, 2009.

GOODSELL & OLSEN



DANIEL V. GOODSSELL, ESQ.

Nevada Bar No: 7356

JENNIFER L. MICHELI, ESQ.

Nevada Bar No. 11210

10155 W. Twain Ave., Suite 100

Las Vegas, Nevada 89147

Attorneys for Petitioner

CERTIFICATE OF MAILING

I HEREBY CERTIFY that service of the foregoing Notice of Entry of Order and the Order was made this 16th day of June, 2009, by depositing a copy of the same in the U.S. Mail, postage prepaid, first class mail, addressed to:

John Brock
P.O. Box 127
Santa Barbara, CA 93102

Francis Brock
215 Creek Walk Drive
Walkersville, MD 21793

Stephen Brock
5770 El Camino Road
Las Vegas, NV 89118

Peter Brock
Box 362
Garrett Park, MD 20896

Elliot S. Blut, Esq.
Blut & Campain
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Los Angeles, California 90067

Vincent Brock
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Hacienda Heights, CA 91745

Fred Waid, Esq.
Perth Consulting & Services, LLC
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145

Dana Dwiggins, Esq.
SOLOMON DWIGGINS & FREER, LTD.
9060 W. Cheyenne Ave.
Las Vegas, Nevada 89129


An Employee of GOODSSELL & OLSEN

ORDR

DANIEL V. GOODSSELL, ESQ.

Nevada Bar No: 7356

MICHAEL A. OLSEN, ESQ.

Nevada Bar No: 6076

JENNIFER L. MICHELI, ESQ.

Nevada Bar No. 11210

GOODSELL & OLSEN

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Attorneys for Petitioner

FILED

JUN 12 11 22 AM '09


CLERK OF THE COURT**DISTRICT COURT****CLARK COUNTY, NEVADA**

In the Matter of

) Case No: P -09-065257

) Dept. No: PCI

)

FREI JOINT IRREVOCABLE TRUST

)

DATED OCTOBER 29, 1996

)

) Hearing Date: 05/01/09

) Hearing Time: 9:30 A.M.

)


ORDER

The Court having reviewed the Probate Commissioner's Report and
Recommendation Regarding Petition For Order Reforming Terms of Trust entered May 20, 2009

~~prepared by the Probate Commissioner and attached hereto, and good cause appearing therefore,~~

it is hereby ordered as follows:

The parties having waived the right to object thereto.

 No timely objections having been filed thereto.

Having received the objections having been filed thereto and the written

arguments in support of said objections, and good cause appearing,

✓
IT IS HEREBY ORDERED the Commissioner's Report and Recommendations
are affirmed and adopted.

IT IS HEREBY ORDERED the Commissioner's Report and Recommendations
are affirmed and adopted as modified in the manner as set forth in the attachment
hereto.

IT IS HEREBY ORDERED that a hearing on the Commissioner's Report is set
for the ____ day of _____, 2009.

DATED this 10 day of June, 2009.

V. ART RITCHIE, JR.

DISTRICT COURT JUDGE

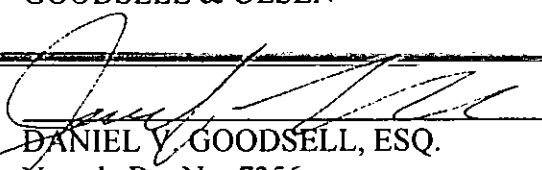
JB

I hereby certify that on the date filed, copies of this order were served by placing copies in the
attorney's folders or mailing to parties in proper person at the following address(es):

Court Clerk

Submitted by:

GOODSELL & OLSEN


DANIEL Y. GOODSSELL, ESQ.

Nevada Bar No: 7356

JENNIFER L. MICHELI, ESQ.

Nevada Bar No. 11210

10155 W. Twain Ave., Suite 100

Las Vegas, Nevada 89147

Telephone (702) 869-6261

Facsimile (702) 869-8243

Attorneys for Petitioner

ACCEPTANCE OF TRUSTEESHIP OF
THE FREI IRREVOCABLE TRUST, DATED OCTOBER 29, 1996

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

PREMIER TRUST OF NEVADA, being first duly sworn, does hereby certify and say that:

1. By Trust Agreement executed October 29, 1996, Emil Frei, III and Adoria B. Frei established The Frei Irrevocable Trust (the "Trust"). Emil Frei, IV and Peter Augustine Brock were designated as the original Trustees.

2. On September 1, 2009, Stephen Martin Brock, Francis Christopher Brock, Vincent DePaul Brock, John Claver Brock and Peter Augustine Brock exercised their right under the terms of the Trust to remove Emil Frei, IV as Trustee and to further designate Premier Trust of Nevada as Successor Co-Trustee of the Trust. A copy of said notices are attached hereto as Exhibit 1.


3. Premier Trust of Nevada hereby agrees to serve as Co-Trustee of the Trust, to accept the duties and responsibilities thereof, and to be bound by the terms of said Trust.

DATED this 14 day of September, 2009



PREMIER TRUST OF NEVADA, Successor Co-Trustee

Signed and attested to before me this 14th day of
September, 2009, by MARK DRESCHLER, Successor Co-Trustee
of THE FREI IRREVOCABLE TRUST, dated October 29, 1996



NOTARY PUBLIC



NOTICE OF REMOVAL OF CO-TRUSTEE

TO: PETER AUGUSTINE BROCK
EMIL FREI, IV

THE UNDERSIGNED, comprising a majority of the beneficiaries of the JOINT IRREVOCABLE TRUST dated October 29, 1996 (hereafter referred to as the "Trust") currently eligible to receive mandatory or discretionary distributions of net income under the provisions of Article Three of the Trust, acting under the authority granted to them under Section 2 of Article Ten of the Trust, hereby remove NANCY FREI as co-trustee of the Trust, and they do further appoint (Trust Name), as co-trustee of the Trust to serve in his place effective immediately.

DATED as of the dates indicated below.

DATE: 6/27/09
STEPHEN MARTIN BROCK

DATE: _____

FRANCIS CHRISTOPHER BROCK

DATE: 06.24.09
VINCENT DEPAUL BROCKDATE: 6/24/2009
JOHN CLAVER BROCK

DATE: _____


PETER AUGUSTINE BROCK

Page 1 of 3

NOTICE OF REMOVAL OF CO-TRUSTEE

TO: PETER AUGUSTINE BROCK
EMIL FREI, IV

THE UNDERSIGNED, comprising a majority of the beneficiaries of the JOINT IRREVOCABLE TRUST dated October 29, 1996 (hereafter referred to as the "Trust") currently eligible to receive mandatory or discretionary distributions of net income under the provisions of Article Three of the Trust, acting under the authority granted to them under Section 2 of Article Ten of the Trust, hereby remove EMIL FREI, IV as co-trustee of the Trust, and they do further appoint (Trust Name) , as co-trustee of the Trust to serve in his place effective immediately.

DATED as of the dates indicated below.

DATE: _____

STEPHEN MARTIN BROCK

DATE: 6/26/2009


FRANCIS CHRISTOPHER BROCK

DATE: _____

VINCENT DEPAUL BROCK

DATE: _____

JOHN CLAVER BROCK

DATE: _____

PETER AUGUSTINE BROCK

SOLOMON DWIGGINS & FREER LTD.

Attorneys At Law

Mark A. Solomon
Dana A. Dwiggins
Alan D. Freer
Jeffrey A. Morse
Karl L. Stephens

Cheyenne West Professional Centre
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Telephone: (702) 853-5483
Facsimile: (702) 853-5485

Brian P. Eagan
Catherine M. Mazzeo
Brian K. Steadman
Robert D. Simpson
Jeffrey P. Luszeck
Ross E. Evans

September 1, 2009

VIA EMAIL & US MAIL ONLY

Emil Frei, IV
3 Basswood Lane
Andover, Massachusetts 01810
Email: emilfrei@comcast.com

Nancy Frei
12506 Queensbury
Houston, TX 77024
via US Mail Only

Elliot S. Blut, Esq.
Blut & Campain
300 S. Fourth Street #701
Las Vegas, Nevada 89101
Email: eblut@blutlaw.com

RE: The Emil Frei, III and Adoria Frei Joint Irrevocable Trust

Dear Mr. Frei and Elliot:

Pursuant to Article Ten, Section 2 of the Joint Irrevocable Trust, the majority of the beneficiaries currently eligible to receive mandatory or discretionary distributions from the Joint Irrevocable Trust have the right to remove any Trustee. In so removing, the beneficiaries need not give any Trustee being removed any reason, cause or ground for such removal.

Pursuant to Article III, Adoria Frei's children, namely Stephen Brock, Francis Brock, Peter Brock, Vincent Brock and John Brock (collectively, "Brock Children") are beneficiaries with certain withdrawal rights during the lifetime of Emil Frei, III. Dr. Frei's children have no such withdrawal rights. In that regard, this letter shall serve a formal notice that, pursuant to Article Ten, Section 2 of the Joint Irrevocable Trust, under the provisions of Article Three of the Joint Irrevocable Trust, the Brock Children hereby remove Emil Frei, IV and Nancy Frei as Co-Trustee and Successor Co-Trustee of the Joint Irrevocable Trust. In their stead, and pursuant to Article Ten, Section 4, the Brock Children are designating Mark Dreschler with Premier Trust of Nevada as the Successor Co-Trustee of the Joint Living Trust. I have personally spoken to Mr. Dreschler, who is willing to accept such appointment. The Brock Children believe the appointment of Mr. Dreschler will allow for more effective administration of the Joint Irrevocable Trust for the benefit of all beneficiaries named thereunder.

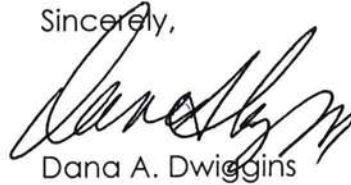
SOLOMON DWIGGS & FREER
Attorneys At Law

Emil Frei
Elliot Blut, Esq.
Nancy Frei
September 1, 2009
Page 2

Enclosed herewith, please find the Notice of Removal Co-Trustee for the removal of Mr. Frei and Ms. Frei, executed by the Brock Children. I am in the process of obtaining Mr. Dreschler's signature on the Acceptance of Appointment, a copy of which will be forwarded to you upon receipt.

If you have any questions, please contact me at the number listed above.

Sincerely,

A handwritten signature in black ink, appearing to read "Dana A. Dwiggs", is written over the word "Sincerely,".

Dana A. Dwiggs

cc: Stephen Brock

ORIGINAL

Allen D. Blum

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

CLERK OF THE COURT

EMIL FREI, III

Plaintiff

CASE NO. A-588750

vs.

DEPT. NO. I

PUBLIC COMPANY MANAGEMENT
CORP., et al.

Defendant

Transcript of
Proceedings

BEFORE THE HONORABLE KENNETH C. CORY, DISTRICT COURT JUDGE

PORTION OF JURY TRIAL - DAY 3
(PLACING OF SETTLEMENT ON THE RECORD)

WEDNESDAY, MARCH 31, 2010

APPEARANCES:

FOR THE PLAINTIFF:

ELLIOT S. BLUT, ESQ.

FOR THE DEFENDANTS:

WILLIAM R. URGAS, ESQ.
DANA A. DWIGGINS, ESQ.

ALSO PRESENT:

DR. EMIL FREI, III
MS. MARY FREI

COURT RECORDER:

TRANSCRIPTION BY:

BEVERLY SIGURNIK
District Court

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

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CLERK OF DISTRICT COURT

COPY

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

EMIL FREI, III

Plaintiff

vs.

PUBLIC COMPANY MANAGEMENT
CORP., et al.

Defendant
.....

CASE NO. A-588750

DEPT. NO. I

Transcript of
Proceedings

BEFORE THE HONORABLE KENNETH C. CORY, DISTRICT COURT JUDGE

PORTION OF JURY TRIAL - DAY 3
(PLACING OF SETTLEMENT ON THE RECORD)

WEDNESDAY, MARCH 31, 2010

APPEARANCES:

FOR THE PLAINTIFF:

ELLIOT S. BLUT, ESQ.

FOR THE DEFENDANTS:

WILLIAM R. URGAS, ESQ.
DANA A. DWIGGINS, ESQ.

ALSO PRESENT:

DR. EMIL FREI, III
MS. MARY FREI

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1 LAS VEGAS, NEVADA, WEDNESDAY, MARCH 31, 2010, 2:20 P.M.

2 (Prior proceedings not transcribed)

3 (Jury is not present)

4 THE COURT: All right. We are on the record. My
5 understanding is there is a settlement in this case.

6 MR. BLUT: That's correct, Your Honor.

7 MR. URGAS: That is true, Your Honor. In fact, it's
8 going to be a global settlement that will relate to a case
9 that's pending in the Probate Court and also other litigation
10 that's pending in other courtrooms in the District Court here
11 between the parties. And I'm going to request that Dana
12 Dwiggins present the settlement offer, because she has spent
13 the lion's share of the time negotiating with Mr. Blut and has
14 the details.

15 THE COURT: All right. Ms. Dwiggins.

16 MS. DWIGGINS: I'm going to just review it,
17 primarily.

18 The Emil Frei, III, Trust as amended will receive
19 assets in the total amount of 400,000, consisting of certain
20 Bank of America investment accounts, less the PCMC stock which
21 is held in those accounts. The PCMC stock shall be assigned
22 to the Adoria S. Frei Trust. She'll also --

23 The Emil Frei, III, Trust shall also receive the
24 surrender value of a New York Life Insurance Policy Number
25 43926238 that has a current death benefit of 180,000 and a

1 cash value of approximately 140,000. And to the extent the
2 foregoing amounts are less than 400,000, the difference in
3 such amounts shall be paid from the funds currently held in
4 trust with Attorney Pat Byrne in his trust account.

5 Any remaining funds in that trust account shall be
6 paid over to the Adoria S. Frei Trust, and Dr. Frei shall
7 cooperate, if necessary, in surrendering the New York Life
8 Insurance policy that's referenced.

9 I guess I can't say subject to paragraph 4, can I?
10 Well, let me start -- that was paragraph 1.

11 Paragraph 2, subject to paragraph 4, Stephen Brock
12 individually will pay a total sum in the amount of \$175,000 to
13 the Emil Frei, III, Trust as amendment [sic]. Said amount
14 shall be treated as repayment of any loan made by the Adoria
15 S. Frei Trust to Stephen Brock.

16 Paragraph 3, subject also to paragraph 4, Stephen
17 Brock individually will pay a total sum of \$150,000 to the
18 Emil Frei, III, Trust, as amended, and Stephen Brock
19 individually and/or the Adoria S. Frei Trust will pay an
20 additional total sum of \$90,000 to the Emil Frei, III, Trust
21 as amended, for a total of \$240,000.

22 Paragraph 4, the amounts set forth above, namely
23 being the 170,000 [sic], the 150,000, and the 90,000, shall be
24 paid with interest commencing on June 1st, 2010, at the rate
25 of prime interest plus 1, payable over the course of three

1 years at 5,000 per month, with the outstanding balance paid on
2 May 31st, 2013, unless otherwise paid sooner. This amount
3 shall be secured by Stephen Brock's interest in the joint life
4 insurance policy, which shall not be disclaimed by Stephen
5 Brock. In the event the policy is sold, then any amounts
6 received by Stephen Brock pursuant to his interest in the
7 joint life insurance trust shall at Stephen Brock's option
8 either be applied to principal or, in the event not applied to
9 principal, Stephen Brock shall substitute the security with
10 some other adequate security.

11 Stephen Brock further represents that he has not
12 previously assigned or otherwise disclaimed his interest in
13 the joint life insurance trust.

14 In the event there is a default in any of the
15 payments there shall be a default interest rate of 5 percent.

16 Paragraph Number 5, Stephen Brock individually will
17 pay an additional sum in the amount of \$100,000 to the Emil
18 Frei, III, Trust as amendment [sic], said amount, which shall
19 be repaid with interest at the rate of 6 percent, payable over
20 the course of one year at 5,000 per month, with the first
21 payment and interest commencing on June 1st, 2013, and the
22 outstanding balance paid on May 31st, 2014, unless otherwise
23 paid sooner.

24 Paragraph 6, Stephen Brock additionally -- or,
25 excuse me. Stephen Brock individually will pay an additional

1 sum in the amount of \$100,000 to the Emil Frei, III, Trust as
2 amendment, which amount shall be repaid with interest at the
3 rate of 6 percent, payable over the course of one year at
4 5,000 per month, with the first payment and interest
5 commencing on June 1st, 2014, and the outstanding balance paid
6 on May 31st, 2015, unless otherwise paid sooner.

7 Paragraph 7, all real property held in the name of
8 Emil Frei, III, Adoria Frei, and/or the Adoria Frei Trust,
9 including, but not limited to, certain real property located
10 at 5780 El Camino Road, Las Vegas, Nevada; real property
11 located at 10802 Kennelworth Avenue, Garrett Park, including
12 the home and the lot; and certain real property located at 401
13 Grossner Place, Rockville, shall remain in the Adoria S. Frei
14 Trust. The Adoria S. Frei Trust shall make reasonable efforts
15 to refinance such properties so as to remove Dr. Frei's name
16 from any loans thereon, if any.

17 In the event there is a foreclosure on the El Camino
18 property located here in Las Vegas that results in a
19 deficiency judgment against Dr. Frei individually, said amount
20 shall be paid from Stephen Brock's interest in the joint life
21 insurance trust, which shall not be disclaimed by Stephen
22 Brock.

23 Paragraph 8, Dr. Frei shall be responsible for any
24 and all fees and costs incurred by Fred Wade as guardian ad
25 litem for Dr. Frei, including, but not limited to, fees

1 incurred by Hutchison & Steffen on his behalf.

2 Paragraph 9, the outstanding 2008 tax liability
3 relating to the 1040 filed on behalf of Dr. Frei and Adoria
4 Frei shall be equally split between Dr. Frei and the Adoria S.
5 Frei Trust, provided, however, that the Adoria S. Frei Trust
6 shall be entitled to make payments on such tax liability.

7 Paragraph 10, certain lawsuit relating to Deer Creek
8 real property shall be assigned by Dr. Frei to Stephen Brock
9 individually.

10 Paragraph Number 11, neither Dr. Frei; Elizabeth
11 Frei; Emil Frei, IV; Judith Frei; Lawrence Howe; Nancy Frei;
12 and/or Alice Frei shall directly or indirectly disparage
13 Stephen Brock, Public Company Management Corporation, Go
14 Public Today, or any of their affiliates or subsidiaries, and
15 shall not file or make any complaint or cause to be filed or
16 make any complaint by any third party with the Security
17 Exchange Commission or any other governmental agency, state or
18 federal, relating to Public Company Management Corporation, Go
19 Public Today, or any of their affiliates or subsidiaries. Dr.
20 Frei; Elizabeth Frei; Emil Frei, IV; Judith Frei; Lawrence
21 Howe; Nancy Frei; and/or Alice Frei additionally represent
22 that -- that any complaints or inquiries previously made by
23 either of them, either directly or indirectly, to any
24 governmental agency, state or federal, will be withdrawn, and
25 no further complaints or inquiries will be made. And to the

1 extent any costs are incurred by Stephen Brock, Public Company
2 Management Corporation, Go Public Today, or any of their
3 affiliates or subsidiaries as a result of any complaint or
4 inquiry made to any governmental agency, state or federal,
5 then such costs shall be deducted from the amount owed -- or
6 paid by Stephen Brock pursuant to this agreement.

7 MR. BLUT: And that's costs and things that are
8 incurred after this settlement has been entered, and does not
9 apply to costs that have previously been assessed.

10 THE COURT: Previously -- previously assessed costs,
11 then, are not included in that paragraph?

12 MS. DWIGGINS: Correct.

13 THE COURT: Okay.

14 MS. DWIGGINS: Stephen Brock, Public Company
15 Management Corporation, Go Public Today, or any of their
16 affiliates or subsidiaries agree not to use Dr. Frei's name in
17 any manner.

18 Paragraph 12, except as to the terms set forth
19 herein, Stephen Brock individually, as the prior attorney in
20 fact for Emil Frei, III, and Adoria S. Frei, as well as
21 trustee of the Adoria S. Frei Trust, and the Adoria S. Frei
22 Trust shall be granted a full release relating to any matter
23 concerning the Adoria S. Frei Trust; the Emil Frei, III,
24 Trust; Adoria S. Frei; or Emil Frei individually. Said
25 general release shall be granted by Dr. Frei; Elizabeth Frei;

1 Emil Frei, IV; Judith Frei; Lawrence Howe; Nancy Frei; and/or
2 Alice Frei; and any and all other heirs.

3 Paragraph 13, Emil Frei, III, shall waive any and
4 all interest in the Adoria S. Frei Trust, including any right
5 to receive an accounting of such trust, and shall no longer be
6 considered a beneficiary of the trust entitled to receive any
7 information.

8 Paragraph 14, the interest and collateral payments
9 on the joint life insurance policy on the life of Dr. Frei
10 with a death benefit of approximately \$8 million shall be paid
11 equally by Dr. Frei and/or any of his children on the one
12 hand, and any of Adoria S. Frei's children and/or the Adoria
13 S. Frei Trust on the other hand. It is represented that the
14 current interest and collateral payments are approximately
15 \$30,000 per year.

16 In the event premiums are due on such policy, the
17 parties shall cooperate with one another in making such
18 payments, and the trustee shall be authorized to make
19 reasonable efforts to obtain premium financing and/or other
20 financing in order to make such premium payments.

21 In the event any payments due under the policy are
22 made disproportionate by any beneficiary, then said
23 beneficiary shall be entitled to reimbursement of said amount
24 from the gross proceeds of the life insurance policy.

25 Dr. Frei and/or his children shall be responsible

1 for the premium and/or interest and collateral payments on the
2 single life insurance policy.

3 Paragraph 15, all proceedings currently pending
4 before the Probate Court relating to the Adoria S. Frei Trust,
5 Case Number P-065235, shall be dismissed with prejudice,
6 including the petition relating to any accounting.

7 Paragraph 16, any and all actions initiated by and
8 against Stephen Brock, Public Company Management Corporation,
9 the Adoria S. Frei Trust, Dr. Frei, and/or his children shall
10 be dismissed with prejudice, including any counterclaims
11 asserted therein, and all parties thereto shall be granted a
12 general release.

13 And I guess paragraph 17, Stephen Brock shall waive
14 any and all interest in Emil Frei, III, Trust.

15 Did I get them all?

16 MR. BLUT: I think paragraph 18 would be that
17 there'll be no use by Mr. Brock or Public Company Management
18 Company or NEDAB or any related affiliated companies of Dr.
19 Frei's name or likeness, that --

20 MS. DWIGGINS: I included that already, but --

21 MR. BLUT: The next paragraph in line, that --
22 similar to paragraph 12, that it's basically a mutual general
23 release of all claims, not just from the Frei side or the
24 Brock side, but also Mr. Brock and his company, and related
25 companies are also granting a general release to Dr. Frei;

1 Lawrence Howe; Emil Frei, IV; Mary Frei; Judy Frei; Alice
2 Frei; and Nancy Frei.

3 Also specifically as to Paragraph Number 1, there
4 has been a representation and warranty of the cash on hand in
5 the Adoria Frei Trust, including the representation was
6 approximately -- and I stress approximately -- 200,000 in the
7 Bank of America account such that there would be a requirement
8 of approximately 60,000 from the Pat Byrne account, and that's
9 a specific representation that's being made to induce Dr. Frei
10 to enter the agreement.

11 MS. DWIGGINS: I guess I just want to clarify. With
12 respect to the Bank of America investment accounts I believe
13 the last statement indicated there was a balance of
14 approximately \$190,000, and that would be less the value of
15 the PCMC stock as indicated on those statements.

16 MR. BLUT: That's --

17 THE COURT: The parties agree that whatever the last
18 bank statement is on that account is the operable --

19 MR. BLUT: In terms of the representations that are
20 being made, yes.

21 THE COURT: Okay.

22 MR. BLUT: That's all we're trying to make clear,
23 Your Honor.

24 THE COURT: All right. Is that agreeable?

25 MR. BLUT: Thank you. Also that Mr. Brock will

1 consent to a petition, and really all parties will consent to
2 petitions in the Probate Court to the extent necessary to
3 confirm the agreement and have court order specifically
4 relating to the joint life insurance trust and the waiver of
5 -- and the agreement to not disclaim his interest by Mr.
6 Brock.

7 I just want to make sure that's agreed.

8 MS. DWIGGINS: We agree that a petition will be
9 filed relative to Stephen Brock's inability to disclaim or
10 otherwise assign his interest in the trust.

11 MR. BLUT: Okay. And we will --

12 THE COURT: Is that agreeable?

13 MR. BLUT: Yes.

14 THE COURT: Okay.

15 MR. BLUT: There'll be representations in there also
16 as to what the security that that interest is being given and
17 what that is being given for. That way the trustees can be
18 aware of the security interest in that contingent interest in
19 the life insurance policy trust.

20 MS. DWIGGINS: I believe we could just provide the
21 trustees a copy of the settlement agreement --

22 MR. BLUT: Okay.

23 MS. DWIGGINS: -- that provides it, what's secured.
24 I don't believe it's necessary for that to be subject to a
25 petition of the court.

1 MR. BLUT: Well, I guess it would just be whether
2 there's an agreement that Mr. Brock would consent, obviously
3 after review by his counsel, to a petition that would comport
4 and comply with the terms that are on the record.

5 THE COURT: Am I hearing agreement by both sides on
6 that point, then?

7 MS. DWIGGINS: I guess I'm not sure I fully
8 understand. As with respect to the joint life insurance
9 trust, correct.

10 MR. BLUT: Yes. That was the point.

11 THE COURT: That is the point?

12 MR. BLUT: Yes.

13 THE COURT: So there's agreement as to that point.

14 MS. DWIGGINS: I guess I'm not sure if you needed an
15 order stating that he's not going to disclaim it, but as --
16 just as opposed to providing a copy of the settlement
17 agreement to the trustee. But if it's necessary to obtain an
18 order, then we agree.

19 THE COURT: Any other additions, Mr. Blut?

20 MR. BLUT: That the -- that there's been a -- and
21 maybe Ms. Dwiggins can make the -- well, before getting to
22 that, also that there will be a -- within 60 days that will be
23 provided, and the trustee of the Adoria Frei Trust will
24 cooperate with the keys to the storage facilities both here
25 and in Maryland that contains Dr. Frei's personal property.

1 MS. DWIGGINS: We agree to provide them access to
2 it, the storage facilities.

3 THE COURT: Is that agreeable?

4 (Pause in the proceedings)

5 MS. DWIGGINS: We'll represent we have not removed
6 any items from the storage facilities.

7 THE COURT: Okay.

8 MS. FREI: Either in Maryland or here?

9 MS. DWIGGINS: Either Maryland or Las Vegas.

10 MS. FREI: And the storage facility would contain
11 the items from his home.

12 THE COURT: Well, they -- the most they can
13 represent is they haven't removed anything.

14 MS. FREI: But can I speak. Would it make sense for
15 my father to list the specific items that he definitely wants
16 returned that could have been removed from his home and taken
17 to one of their homes?

18 MS. DWIGGINS: We will represent that the items from
19 the home were packed by a professional moving company and
20 placed in storage, and nothing was removed by my client.

21 THE COURT: Okay. So that's the representation.
22 The only question is whether there is agreement, then. With
23 that representation, is that satisfactory, then?

24 MR. BLUT: Can we -- can we get -- there's
25 apparently an inventory list.

1 MS. DWIGGINS: We will provide a copy of the
2 inventory list.

3 THE COURT: There you go.

4 MR. BLUT: Okay.

5 THE COURT: So a copy of the inventory list will be
6 provided, and the representation is made that nothing has been
7 removed from storage and that professional movers were used to
8 remove everything from the home and take it to the storage.
9 Is that agreeable, then, that that satisfies that --

10 MS. FREI: What would be the down side of listing
11 the few specific items that he definitely wanted returned to
12 him?

13 THE COURT: Well, there's no down side to it, except
14 we are here now with a jury sitting out in the hall. So --

15 MS. FREI: Well, I can tell you right now there's an
16 urn and a mosaic table that he absolutely wants returned.

17 THE COURT: Okay. Do we know anything about an urn
18 and a mosaic table?

19 MR. BROCK: That's in Maryland, to the best of my
20 knowledge, and my understanding is it's still there.

21 THE COURT: Have you seen it there?

22 MR. BROCK: I have not been to Maryland to see it.

23 THE COURT: Okay. Is that something that would have
24 been included in the items taken by the professional movers
25 from the home to the storage?

1 MR. BROCK: That was a separate move in Maryland
2 from a condominium.

3 THE COURT: Okay.

4 MR. BROCK: The professional movers were here at El
5 Camino, so I can't attest to -- my brothers moved everything
6 out for that rental unit to be rented.

7 THE COURT: Okay. So does that sound right, that it
8 would have gone from the condominium to storage back there?

9 MS. FREI: It would have, assuming that's where it
10 went.

11 THE COURT: Okay. Well, then the -- how do you want
12 to handle it? The representation could be that it's there if
13 you -- if you know that everything went there.

14 MS. DWIGGINS: We don't know. We did not handle
15 that move.

16 MR. BROCK: It's been represented. I can call my
17 brother right now if you're going to represent it, if you'd
18 like.

19 THE COURT: Well, can we -- would it make sense to
20 do this? I mean, this is going to have to be boiled down to a
21 writing. By the time you put it in writing you can confirm
22 that it's there and put that -- put an affirmative
23 representation, then, in there that those two items, the urn
24 and the -- what was the other thing?

25 MS. FREI: Well, the specific ones he wants back are

1 the urn and the mosaic table.

2 THE COURT: Urn and the mosaic table. And then the
3 general representation that the rest of the items were taken
4 there, as well; right? So is that agreeable, then, to make
5 that subject to confirmation so that you can make the specific
6 representation as to those two items?

7 MS. DWIGGINS: We could contact Peter --

8 Is it Peter Brock?

9 MR. BROCK: Peter.

10 MS. DWIGGINS: -- Peter Brock to see if those items
11 were placed in storage, yes.

12 THE COURT: Okay. So we have an agreement in
13 principle. It will be confirmed with an affirmative
14 representation in writing that these two items are there, and
15 it's already been represented that all the items in fact were
16 taken from the condominium and put into the storage there.

17 MS. FREI: Just one other thing. My dad would
18 really like to go see his stuff tomorrow. Is that possible?

19 MS. DWIGGINS: I would have to talk to my client and
20 see if -- I mean, if he could contact the storage company --

21 MR. BROCK: I haven't talked to the storage company
22 in six months. I just have to contact them and --

23 THE COURT: Okay. And --

24 MS. FREI: I know it's a little --

25 MS. DWIGGINS: We'll make reasonable efforts --

1 THE COURT: Who's in charge?
2 MS. DWIGGINS: -- to make sure.
3 MR. BROCK: I have the information --
4 THE COURT: Okay. So all reasonable efforts will be
5 made to give any permission necessary from the defense so that
6 that visit could be made. Is that satisfactory?
7 DR. FREI: Yeah, that's -- that's all right.
8 THE COURT: Okay.
9 MR. BLUT: And Ms. Dwiggins had made -- and hope --
10 I think there's a representation that of the Pacific Life and
11 Jackson National Life annuity accounts that were liquidated in
12 2009, there's a representation made that taxes were withheld.
13 MS. DWIGGINS: There's a representation that --
14 we'll make the representation that we requested taxes to be
15 withheld.
16 THE COURT: There will be a -- the representation is
17 that there will be a request to withhold taxes? Is that the
18 way you put it?
19 MS. DWIGGINS: Correct. At the time of liquidation.
20 THE COURT: Okay.
21 MR. BLUT: Well, that would have been in the past,
22 Your Honor, that there was a request that the annuity
23 companies withhold taxes.
24 MS. FREI: But the concern is that Dad doesn't want
25 to get saddled with taxes on that.

1 MS. DWIGGINS: We would have to review the
2 documents. The best of our knowledge, the requests -- well, I
3 can represent that there was a request made to withhold taxes,
4 and to the best of our knowledge taxes in fact were withheld.

5 THE COURT: Okay. All right.

6 MS. FREI: And if they were not?

7 THE COURT: Well, here's our problem, ma'am. We're
8 -- the question that I have is do I go forward with the trial,
9 or do I stop. I stop if I have a deal that's sufficient, even
10 though it hasn't been boiled down in writing, that there is as
11 much understanding and agreement on all the fine details as we
12 can put on it at this point. If there is something that
13 you're telling me it's a deal breaker if there's not some --
14 some particular and if they're not in a position to make the
15 affirmation that it's done in a certain way or, in this case,
16 that the taxes have been withheld --

17 Are you able -- what's the representation in
18 relation to that?

19 MS. DWIGGINS: The problem is Mr. Blut just informed
20 me of this issue as we were walking into court this afternoon,
21 so I unfortunately don't have the documents accessible to me.
22 I have been able to confirm through the requests for
23 liquidation, which were the only documents I was able to
24 access, that there was in fact a request made for taxes to be
25 withheld.

w. Trust Addition and Retention Powers

Our Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us or from any other person, corporation, or entity.

Upon receipt of any additional property, our Trustee shall administer and distribute the same as part of the trust property.

Our Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

x. Trustees' or Fiduciaries' Powers Acts

In addition to all of the powers specifically granted our Trustee in this Article, our Trustee may exercise those powers set forth under the Trustees' or Fiduciaries' Powers Acts, or their equivalent, of the State of Massachusetts, together with any amendment to such laws.

Our Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement.

All of the powers granted to our Trustee in this Article shall be in addition to those powers conferred upon Trustees under all applicable state and federal statutes.

Each power conferred upon our Trustee under this Article, or upon Trustees in general, by applicable state or federal statutes, shall be subject to any express limitations or contrary directions contained in this agreement.

Article Thirteen

Definitions and General Provisions

Section 1. Definitions

For purposes of this agreement, the following words and phrases shall be defined as follows:

a. Adopted and Afterborn Persons

Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

b. Descendants

A person's descendants shall include all of his or her lineal descendants through all generations.

A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation.

An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

c. Per Stirpes Distributions

Whenever a distribution is to be made to a person's descendants, per stirpes:

The distributable assets are to be divided into as many shares as there are then living children of such person and deceased children of such person who left then living descendants.

Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living descendants in the same manner.

d. Education

As used in this trust, "education" shall include:

Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

Any course of study or instruction at any institution for specialized, vocational, or professional training.

Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

Distributions for education may include tuition, fees, books, supplies, living expenses, travel, and spending money to the extent that they are reasonable.

e. Personal Representative

For the purposes of this agreement, the term "personal representative" shall include an executor, administrator, guardian, custodian, conservator, Trustee, or any other form of personal representative.

f. Disability

Except as otherwise provided in this agreement, any individual may be treated as disabled, incompetent, or legally incapacitated if:

The individual has been declared or adjudicated as such by a court of competent jurisdiction, or

A guardian, conservator, or other personal representative of such individual's person or estate has been appointed by a court of competent jurisdiction, or

The individual has been certified as such in writing by at least two licensed physicians, or

The individual has disappeared or is absent for unexplained reasons, or the individual is being detained under duress where the individual is unable to effectively manage his or her property or financial affairs.

Section 2. The Rule Against Perpetuities

Unless sooner terminated by the express provisions of this agreement, each trust created in this agreement shall terminate twenty-one years after the death of the last survivor of the group composed of the both of us and those of our descendants living at the date this trust agreement is signed. At that time, the property held in trust shall be discharged of any further trust, and shall immediately vest in and be distributed to those persons entitled to receive or have the benefit of the income from the respective trust.

For purposes of distributions under this Section only, it shall be presumed that any person then entitled to receive any discretionary payments of the income of a separate trust is entitled to receive all of the income, and it shall be presumed that any class of persons entitled to receive discretionary payments of income is entitled to receive all of such income.

Section 3. Protective Clause

To the fullest extent permitted by law, the interests of all of the beneficiaries in the various trusts and trust property subject to this agreement shall not be alienated, pledged, anticipated, assigned, or encumbered unless specifically authorized by the terms of this agreement.

Such interests shall not be subject to legal process or to the claims of any creditors while such interests remain trust property.

Section 4. Maintaining Property in Trust

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

Section 5. Contest Clause

If any person, including a beneficiary, shall in any manner, directly or indirectly, attempt to contest or oppose the validity of this agreement, or commences or prosecutes any legal proceedings to set this agreement aside, then in such event such person shall forfeit his or her share, cease to have any right or interest in the trust property, and shall be deemed to have predeceased both of us.

Should any person disclaim his or her interest, in whole or in part, in any trust created for his or her benefit in this trust agreement the result of which would be for that person to receive the trust property free of trust earlier than provided by the terms of the trust, then the disclaiming person shall forfeit his or her interest in the trust, shall cease to have any right or interest in the trust property, and shall be deemed to have predeceased both of us.

Section 6. Changing the Trust Situs

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

Section 7. General Matters

The following general matters of construction shall apply to the provisions of this agreement:

a. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

b. Headings of Articles, Sections, and Paragraphs

The headings of Articles, Sections, and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

c. Notices

All notices required to be given in this agreement shall be made in writing by either:

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt.

d. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt.

e. Applicable State Law

The validity of this trust shall be determined by reference to the laws of the State of Massachusetts.

Questions with regard to the construction and administration of the various trusts contained in this agreement shall be determined by reference to the laws of the state in which the trust is then currently being administered.

f. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

g. Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

We have executed this agreement the day and year first written above.

We certify that we have read our foregoing irrevocable trust agreement, and that it correctly states the terms and conditions under which our trust property is to be held, managed, and disposed of by our Trustee. We approve this irrevocable trust in all particulars, and request our Trustee to execute it.



EMIL FREI, III, Trustmaker



ADORIA B. FREI, Trustmaker

EMIL FREI, IV, Trustee

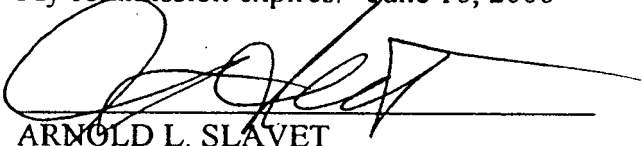
PETER AUGUSTINE BROCK, Trustee

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

The foregoing irrevocable trust agreement was acknowledged before me on October 29, 1996, by EMIL FREI, III, as Trustmaker.

Witness my hand and official seal.

My commission expires: June 16, 2000



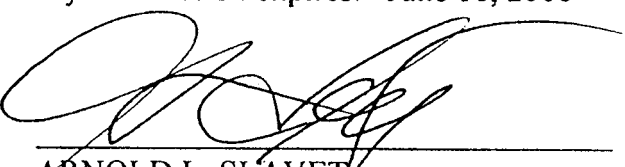
ARNOLD L. SLAVET
Notary Public

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

The foregoing irrevocable trust agreement was acknowledged before me on October 29, 1996, by ADORIA B. FREI, as Trustmaker.

Witness my hand and official seal.

My commission expires: June 16, 2000



ARNOLD L. SLAVET
Notary Public

Schedule A

Initial Funding

Ten dollars, the receipt of which is acknowledged.

Schedule B

The Trustmakers' Living Trusts

HUSBAND TRUSTMAKER:

EMIL FREI, III and ADORIA B. FREI, Trustees, or their successors in trust, under the EMIL FREI, III LIVING TRUST, and any amendments thereto.

WIFE TRUSTMAKER:

ADORIA B. FREI and EMIL FREI, III, Trustees, or their successors in trust, under the ADORIA B. FREI LIVING TRUST, and any amendments thereto.

ORIGINAL

FILED

APR 24 4 12 PM '09

Ed Frei
CLERK OF THE COURT

1 COM
2 Elliot S. Blut, Esq.
3 Nevada Bar No. 6570
4 BLUT & CAMPAIN, APC
5 300 South Fourth Street, Suite 701
6 Las Vegas, NV 89101
7 Telephone (702) 382-8840
8 Facsimile (702) 384-8565

9 Attorneys for Plaintiff,
10 Emil Frei, III

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 EMIL FREI, III, an individual,
14 Plaintiff

15 v.

16 PUBLIC COMPANY MANAGEMENT
17 CORPORATION, a Nevada corporation;
18 STEPHEN M. BROCK, an individual, DOES
19 I through X, and ROE CORPORATIONS XI
20 through XX, inclusive, inclusive,
21 Defendants.

CASE NO.
DEPT. NO.

A-09-588750-C
I

COMPLAINT

A-09-588750-C
68913



22 COMPLAINT

23 Emil Frei, III, by and through his attorneys, the law firm of Blut & Campain, file his
24 Complaint against Defendants, Public Company Management Corporation, a Nevada
25 corporation; Stephen M. Brock, an individual, DOES I through X, inclusive, asserts and alleges
26 as follows:

- 27 1. Plaintiff Emil Frei, III ("Dr. Frei") is, and was at all relevant times, a resident of
28 Clark County, Nevada.
2. Defendant, Public Company Management Corporation ("PCMC") is, and was at all relevant times, a corporation formed under the laws of the state of Nevada with its principal place of business located in Clark County, Nevada.

Blut & Campain
A Professional Corporation
300 South Fourth Street, Suite 701
Las Vegas, NV 89101
(702) 382-8840

CLERK OF THE COURT

APR 24 2009

RECEIVED

3. Defendant, Stephen M. Brock ("Brock") is, and was at all relevant times, a resident of Clark County, Nevada.

4. The true names or capacities, whether individual, corporate, associate or otherwise, of defendants, DOES I through X, are unknown to Plaintiff who, therefore, sues said Defendant by such fictitious names; Plaintiff is informed and believes and thereon alleges that each of the Defendants designated herein as DOE are responsible in some manner for the events and happenings referred to and caused damages proximately to Plaintiff as herein alleged and that Plaintiff will ask leave of this Court to amend this Complaint to insert the true names and capacities of DOES I through X when the same have been ascertained and to join such Defendant in this action. Further, Plaintiff designates all persons unknown claiming any interests in the property as Defendant, DOES I through X, inclusive.

5. The true names or capacities, whether individual, corporate, associate or otherwise, of Defendant, ROE Corporations I through X are unknown to Plaintiff who, therefore, sues said Defendant by such fictitious names; Plaintiff is informed and believes and thereon allege that each of the Defendants designated herein as ROE are responsible in some manner for the events and happenings referred to and caused damages proximately to Plaintiff as herein alleged and that Plaintiff will ask leave of this Court to amend this Complaint to insert the true names and capacities of ROE Corporations I through X when the same have been ascertained and to join such Defendants in this action.

GENERAL FACTUAL ALLEGATIONS

6. Dr. Frei is a very successful physician who is responsible for many innovative and life-saving medical achievements, including finding a cure to certain forms of childhood leukemia. (See Dr. Frei's Curriculum Vitae, <http://www.emil-frei-iii-md.org/curriculum-vitae/> (last visited Mar. 31, 2009)).

7. Dr. Frei's success as a physician has been accompanied by financial success. In approximately 2003, Dr. Frei moved to Las Vegas to be with his wife, Adoria S. Frei. Dr. Frei's net worth was then in the millions of dollars.

8. Dr. Frei has Parkinson's disease and his health has significantly deteriorated in

1 recent years. Dr. Frei now spends most of his time in a wheel-chair and requires around the
2 clock assistance and medication every two hours. Due to Parkinson's disease, he is prone to
3 bouts of confusion.

4 9. Dr. Frei was married to Adoria S. Frei for twenty-two (22) years until Adoria S.
5 Frei's passing on January 28, 2009. Dr. Frei has five (5) children from a previous marriage.
6 Adoria S. Frei had five (5) children from a previous marriage, including Defendant Brock.

7 10. Sometime, beginning no later than early 2008, Brock began a pattern of conduct
8 aimed at systematically gaining access and control of Dr. Frei's assets. Brock lived next door to
9 Dr. Frei and occupied a position of confidence and trust with Dr. Frei. In turn, Dr. Frei reposed
10 trust and confidence in Brock.

11 11. In furtherance of his pattern and conduct of gaining access and control of Dr. Frei
12 and Adoria S. Frei's assets, on April 28, 2008, Brock had his attorney, Daniel Goodsell, Esq.,
13 begin to perform legal work for Dr. Frei and Adoria S. Frei by preparing Durable Powers of
14 Attorney for Assets which Brock presented to Dr. Frei and Adoria S. Frei for execution.

15 12. After obtaining the Durable Power of Attorney of Assets, Brock had Daniel
16 Goodsell, Esq. prepare numerous estate planning documents included a purported amendment to
17 Adoria S. Frei's trust, a purported codicil to the Dr. Frei's will and ten (10) purported
18 Assignments of Account (collectively the "Estate Planning Documents").

19 13. In December 2008, Adoria S. Frei became legally incapacitated. On December
20 10, 2008, Brock, Adoria S. Frei's son, caused Dr. Frei to sign a Notice of Declination of
21 Appointment of Successor Trustee of the Adoria S. Frei Trust- 1999 ("Notice of Declination").
22 Dr. Frei is informed and believes, and thereon alleges, that the Notice of Declination was
23 prepared by Daniel Goodsell, Esq. Since December 10, 2008, Brock has acted as the sole trustee
24 of the Adoria S. Frei Trust- 1999 ("Adoria Trust").

25 14. The Assignments of Account transferred significant amount of assets from Dr.
26 Frei's accounts to the Adoria Trust. Six (6) of the Assignments of Account were executed on
27 December 11, 2008, one day after Brock became the sole trustee of the Adoria Trust. Three (3)
28 of the December 11, 2008 Assignments of Accounts were signed on behalf of Adoria S. Frei by

1 Borck, acting as the attorney in fact. All six (6) of the Assignments of Account indicate that the
2 assignments are in favor of Adoria S. Frei, as Trustee of the Adoria Trust. By December 11,
3 2008, Adoria S. Frei had become legally incapacitated and Brock was acting as the sole trustee of
4 the Adoria Trust.

5 15. An additional four (4) Assignments of Account were executed by Dr. Frei on
6 January 26, 2009, two (2) days before his wife of twenty-two (22) years passed away.

7 16. Brock suggested the contents of the Estate Planning Documents, including the
8 Assignments of Account, had his attorney represent Dr. Frei and Adoria S. Freiprepare the Estate
9 Planning Documents, arranged for the execution of the Estate Planning Documents and caused
10 Dr. Frei to execute the Estate Planning Documents by capitalizing on the trust and confidence Dr.
11 Frei reposed in him, and at a time when Dr. Frei was not of clear mind as he was dealing with the
12 imminent death of his wife of twenty-two (22) years.

13 17. In addition to coercing Dr. Frei and Adoria to execute the Estate Planning
14 Documents, Brock exerted his undue influence and induced Dr. Frei and Adoria S. Frei on July
15 22, 2008, to enter into a Subscription Agreement to purchase One Million (1,000,000) shares of
16 common stock of PCMC at a price of \$0.50 per share, for a total sum of Five Hundred Thousand
17 Dollars (\$500,000.00).

18 18. On July 22, 2008, the common stock of PCMC was trading at \$0.03 per share on
19 the OTCBB. Dr. Frei purchased the PCMC stock at nearly seventeen (17) times the trading price
20 on July 22, 2008. As of March 31, 2009, the common stock of PCMC is trading at \$0.021

21 19. Since July 22, 2008, Dr. Frei has tendered Five Hundred Thousand Dollars
22 (\$500,000.00) to PCMC pursuant to the Subscription Agreement. This includes four (4) checks
23 signed by Brock under the since revoked power of attorney in the following amounts: Forty
24 Thousand Dollars (\$40,000.00); Ten Thousand Dollars (\$10,000.00); Thirty Thousand Dollars
25 (\$30,000.00); and Ten Thousand Dollars (\$10,000.00). In addition, five (5) electronic payments
26 were made from Dr. Frei's account to PCMC totaling Fifty Five Thousand Dollars (\$55,000.00).
27 Dr. Frei is informed and believes that Brock made these electronic payments.

28 20. Defendant PCMC is a Nevada Corporation. Dr. Frei is informed and believes and

1 thereon allege that Brock is the sole officer for PCMC, serving as the President, Director,
2 Treasurer and Secretary.

3 **FIRST CAUSE OF ACTION**

4 (Intentional Misrepresentation as Against All Defendants)

5 21. Dr. Frei repeats, realleges and incorporates herein by reference the allegations of
6 Paragraphs 1 through 20, inclusive, as though set forth at length.

7 22. Defendants Brock and PCMC, and each of them, formed and operated a
8 fraudulent scheme as part of their formulated conspiracy to defraud Dr. Frei.

9 23. In or about July 2008, Brock approached Dr. Frei with an opportunity to invest in
10 PCMC. At that time, Brock and PCMC offered to sell to Dr. Frei One Million (1,000,000)
11 shares of common stock of PCMC at a price of \$0.50 per share, for a total sum of Five Hundred
12 Thousand Dollars (\$500,000.00). Brock and PCMC represented to Dr. Frei that the price of
13 \$0.50 per share was the fair market value for stock of PCMC.

14 24. Based upon these representations, Dr. Frei and Adoria S. Frei executed a
15 Subscription Agreement to purchase One Million (1,000,000) shares of common stock of PCMC
16 at a price of \$0.50 per share, for a total sum of Five Hundred Thousand Dollars (\$500,000.00).
17 To date, Dr. Frei has tendered Five Hundred Thousand Dollars (\$500,000.00) to PCMC pursuant
18 to the Subscription Agreement.

19 25. At the time that Brock and PCMC made the representations to Dr. Frei, Brock and
20 PCMC knew that these representations were false. In fact, on July 22, 2008, the common stock
21 of PCMC was trading at \$0.03 per share on the OTCBB. Dr. Frei purchased the PCMC stock at
22 nearly seventeen (17) times the trading price on July 22, 2008.

23 26. The promises and representations were made by Brock and PCMC with the intent
24 to induce Dr. Frei to invest over Five Hundred Thousand Dollars (\$500,000.00) with PCMC.

25 27. At the time that Dr. Frei entered into the Subscription Agreement, Dr. Frei was
26 ignorant of the falsity of the representations, as described herein, and believing them to be
27 accurate, Dr. Frei relied upon these representations in deciding to enter into the Subscription
28 Agreement.

1 28. Dr. Frei was justified in relying upon the representations based upon the family
2 and confidential relationship Dr. Frei had with Brock. Had Dr. Frei known of the falsity of said
3 representations, Dr. Frei would not have relied on the subject representations nor signed the
4 Subscription Agreement.

5 29. Based on his reliance on Brock's and PCMC's statements and representations, Dr.
6 Frei did in fact invest did in fact invest and tender Five Hundred Thousand Dollars (\$500,000.00)
7 to PCMC pursuant to the Subscription Agreement as follows:

8	<u>Date</u>	<u>Amount</u>	<u>Signator</u>
9	7/24/08	\$150,000.00	Adoria S. Frei
10	8/5/08	\$100,000.00	Adoria S. Frei
11	10/28/08	\$15,000.00	Adoria S. Frei
12	11/12/08	\$50,000.00	Adoria S. Frei
13	11/14/08	\$40,000.00	Dr. Frei
14	11/17/08	\$5,000.00	Electronic payment- Brock
15	11/25/08	\$12,500.00	Electronic payment- Brock
16	12/8/08	\$12,500.00	Electronic payment- Brock
17	12/16/08	\$40,000.00	Brock
18	12/18/08	\$10,000.00	Brock
19	12/30/08	\$12,500.00	Electronic payment- Brock
20	1/14/09	\$30,000.00	Brock
21	1/20/09	\$12,500.00	Electronic payment- Brock
22	1/23/09	\$10,000.00	Brock

23 30. As a result of the aforementioned conduct by Brock and PCMC, Dr. Frei has been
24 damaged in an amount in excess of \$10,000.00.

25 31. That such conduct, as herein alleged, by Brock and PCMC was done with malice
26 and conscious disregard as to those terms as defined in NRS 42.101 and as a result thereof, Dr.
27 Frei seeks an award of punitive damages in an amount in excess of \$10,000.00.
28

SECOND CAUSE OF ACTION

(Negligent Misrepresentation as Against All Defendants)

32. Dr. Frei repeats, realleges and incorporates herein by reference the allegations of Paragraphs 1 through 31, inclusive, as though set forth at length.

33. In or about July 2008, Brock approached Dr. Frei with an opportunity to invest in PCMC. At that time, Brock and PCMC offered to sell to Dr. Frei One Million (1,000,000) shares of common stock of PCMC at a price of \$0.50 per share, for a total sum of Five Hundred Thousand Dollars (\$500,000.00). Brock and PCMC represented to Dr. Frei that the price of \$0.50 per share was the fair market value for stock of PCMC.

34. Based upon these representations, Dr. Frei and Adoria S. Frei executed a Subscription Agreement to purchase One Million (1,000,000) shares of common stock of PCMC at a price of \$0.50 per share, for a total sum of Five Hundred Thousand Dollars (\$500,000.00). To date, Dr. Frei has tendered Five Hundred Thousand Dollars (\$500,000.00) to PCMC pursuant to the Subscription Agreement.

35. At the time that Brock and PCMC made the representations to Dr. Frei, Brock and PCMC should have known that these representations were false. In fact, on July 22, 2008, the common stock of PCMC was trading at \$0.03 per share on the OTCBB. Dr. Frei purchased the PCMC stock at nearly seventeen (17) times the trading price on July 22, 2008.

36. The promises and representations were made by Brock and PCMC with the intent to induce Dr. Frei to invest over Five Hundred Thousand Dollars (\$500,000.00) with PCMC.

37. At the time that Dr. Frei entered into the Subscription Agreement, Dr. Frei was ignorant of the falsity of the representations, as described herein, and believing them to be accurate, Dr. Frei relied upon these representations in deciding to enter into the Subscription Agreement.

38. Dr. Frei was justified in relying upon the representations based upon the family and confidential relationship Dr. Frei had with Brock. Had Dr. Frei known of the falsity of said representations, Dr. Frei would not have relied on the subject representations nor signed the Subscription Agreement.

1 39. Based on his reliance on Brock's and PCMC's statements and representations, Dr.
2 Frei did in fact invest did in fact invest and tender Five Hundred Thousand Dollars (\$500,000.00)
3 to PCMC pursuant to the Subscription Agreement.

4 40. As a result of the aforementioned conduct by Brock and PCMC, Dr. Frei has been
5 damaged in an amount in excess of \$10,000.00.

6 **THIRD CAUSE OF ACTION**

7 (Breach of Fiduciary Duty as Against Defendant Stephen M. Brock)

8 41. Dr. Frei repeats, realleges and incorporates herein by reference the allegations of
9 Paragraphs 1 through 40, inclusive, as though set forth at length.

10 42. By virtue of the Durable Power of Attorney for Assets, the relationship between
11 Dr. Frei and Brock was fiduciary in nature. Brock thereby owed Dr. Frei a fiduciary duty to deal
12 with Dr. Frei in good faith. By virtue of Dr. Frei having placed confidence in Brock's integrity
13 and entrusting Brock, a confidential relationship existed at all times herein mentioned between
14 Dr. Frei and Brock.

15 43. Brock breached his fiduciary duty to Dr. Frei and violated the relationship of trust
16 and confidence by inducing Dr. Frei through misrepresentations, concealment and fraud to invest
17 in PCMC.

18 44. Brock and PCMC devised a scheme wherein Brock and PCMC represented to Dr.
19 Frei that the price of \$0.050 per share was the fair market value for stock of PCMC in order to
20 induce Dr. Frei to execute the Subscription Agreement and invest his money.

21 45. Said breach of fiduciary duty did in fact induce Dr. Frei to execute the
22 Subscription Agreement and invest his money in PCMC.

23 46. As was later discovered, the common stock of PCMC was trading at \$0.03 per
24 share on the OTCBB on July 22, 2008. Dr. Frei purchased the PCMC stock at nearly seventeen
25 (17) times the trading price.

26 47. Brock acted as agent under the Durable Power of Attorney for Assets for a period
27 of approximately one (1) year. During this time, Brock entered into multiple transactions for his
28 own account, in breach of his fiduciary duty.

1 48. As a result of the aforementioned conduct by Brock, Dr. Frei has been damaged in
2 an amount in excess of \$10,000.00.

3 49. That such conduct, as herein alleged, by Brock was done with malice and
4 conscious disregard as to those terms as defined in NRS 42.101 and as a result thereof, Dr. Frei
5 seeks an award of punitive damages in an amount in excess of \$10,000.00.

6 **FOURTH CAUSE OF ACTION**

7 (Rescission of Subscription Agreement Due to Undue Influence)

8 50. Dr. Frei repeats, realleges and incorporates herein by reference the allegations of
9 Paragraphs 1 through 49, inclusive, as though set forth at length.

10 51. Defendants Brock and PCMC, and each of them, formed and operated a
11 fraudulent scheme as part of their formulated conspiracy to defraud Dr. Frei.

12 52. Brock, Dr. Frei's step-son, lives next door to Dr. Frei and has occupied a position
13 of confidence and trust with Dr. Frei. Based upon this reposed trust and confidence, Dr. Brock
14 executed a Durable Power of Attorney for Assets in favor of Brock.

15 53. By virtue of the Durable Power of Attorney for Assets, Brock owed Dr. Frei a
16 fiduciary duty to deal with Dr. Frei in good faith. By virtue of Dr. Frei having placed confidence
17 in Brock's integrity and entrusting Brock, a confidential relationship existed at all times herein
18 mentioned between Dr. Frei and Brock.

19 54. Defendants Brock and PCMC, and each of them, formed and operated a
20 fraudulent scheme as part of their formulated conspiracy to defraud Dr. Frei by capitalizing on
21 Dr. Frei's confidence and trust in Brock.

22 55. Brock actively procured the Subscription Agreement as a part of pattern of
23 conduct of gaining access to Dr. Frei's assets.

24 56. Based upon his confidential, familial relationship and capitalizing on Dr. Frei's
25 advanced age and Parkinson's disease, Brock was able to exert control and influence over the
26 mind and actions of Dr. Frei to such a point that Dr. Frei was no longer capable of exercising his
27 own conviction or desire with regard to executing the Subscription Agreement.

28 57. But for Brock's exercise of undue influence over Dr. Frei, Dr. Frei would not have

1 executed the Subscription Agreement and tendered Five Hundred Thousand Dollars
2 (\$500,000.00) to PCMC.

3 58. The Subscription Agreement was executed as a direct result of undue influence
4 exerted by Brock over Dr. Frei and confers an undue benefit on Brock and PCMC. At the time
5 the Subscription Agreement was executed, Dr. Frei was wholly under the influence of Brock and
6 the Subscription Agreement does not represent the free and voluntary act of Dr. Frei.

7 59. By virtue of Brock's exertion of undue influence over Dr. Frei, a judicial
8 declaration is therefore necessary declaring that the Subscription Agreement to be declared null
9 and void thereby causing Dr. Frei to recover Five Hundred Thousand Dollars (\$500,000.00)
10 tendered to PCMC.

11 FIFTH CAUSE OF ACTION

12 (Conversion as Against Brock and PCMC)

13 60. Dr. Frei repeats, realleges and incorporates herein by reference the allegations of
14 Paragraphs 1 through 59, inclusive, as though set forth at length.

15 61. Defendants Brock and PCMC, and each of them, formed and operated a
16 fraudulent scheme as part of their formulated conspiracy to systematically gain access and
17 control of Dr. Frei's assets

18 62. Beginning in July 2008, Defendants Brock and PCMC, and each of them,
19 intentionally interfered with Dr. Frei's financial assets by misappropriating the same for their
20 own use and benefit.

21 63. Brock, on behalf of PCMC, misappropriated Dr. Frei's financial assets by offering
22 to sell to Dr. Frei One Million (1,000,000) shares of common stock of PCMC at a price of \$0.50
23 per share, for a total sum of Five Hundred Thousand Dollars (\$500,000.00) and misrepresenting
24 to Dr. Frei that the price of \$0.050 per share was the fair market value for stock of PCMC.

25 64. At the time that Dr. Frei entered into the Subscription Agreement, Dr. Frei was
26 ignorant of the falsity of the representations, as described herein, and believing them to be
27 accurate, Dr. Frei relied upon these representations in deciding to enter into the Subscription
28 Agreement.

1 65. Based on his reliance on Brock's and PCMC's statements and representations, Dr.
2 Frei did in fact invest and tender Five Hundred Thousand Dollars (\$500,000.00) to PCMC
3 pursuant to the Subscription Agreement.

4 66. Dr. Frei is informed and believes, and thereon alleges, that as a result of the
5 wrongful actions, Defendants Brock and PCMC maintain an unauthorized and wrongful exercise
6 of dominion and control over the Five Hundred Thousand Dollars (\$500,000.00) tendered by Dr.
7 Frei to PCMC pursuant to the Subscription Agreement.

8 67. As a direct and proximate result of Brock's and PCMC's conduct, Dr. Frei has
9 sustained and will sustain damages in an amount in excess of \$10,000.00.

10 **SIXTH CAUSE OF ACTION**

11 (Gross Negligence as Against Brock)

12 68. Dr. Frei repeats, realleges and incorporates herein by reference the allegations of
13 Paragraphs 1 through 67, inclusive, as though set forth at length.

14 69. Defendant Brock, by virtue of the Durable Power of Attorney for Assets, owed
15 Dr. Frei a duty to exercise due care and diligence in the performance of his duty as the attorney-
16 in-fact.

17 70. During the period alleged herein, and continuing to the present, Brock negligently,
18 carelessly, recklessly and unlawfully performed and breached his duty owed to Dr. Frei by failing
19 to exercise reasonable and prudent due care in dealing with Dr. Frei's assets.

20 71. On July 22, 2008, after the time that Brock obtained a Durable Power of Attorney
21 for Assets for Dr. Frei, Brock induced Dr. Frei to enter into the Subscription Agreement whereby
22 Dr. Frei purchased One Million (1,000,000) shares of common stock of PCMC at a price of
23 \$0.50 per share, for a total sum of \$500,000.00

24 72. As Dr. Frei's attorney in fact, Brock has a duty to know and investigate the fair
25 market value of Dr. Frei's investment with PCMC. Brock had a duty to know that on July 22,
26 2008, the common stock of PCMC was trading at \$0.03 per share.

27 73. At the time that Dr. Frei entered into the Subscription Agreement, Dr. Frei was
28 ignorant of the falsity of the representations, as described herein, and believing them to be

1 accurate, Dr. Frei relied upon these representations in deciding to enter into the Subscription
2 Agreement.

3 74. Dr. Frei was justified in relying upon the representations based upon the family
4 and confidential relationship Dr. Frei had with Brock. Had Dr. Frei known of the falsity of said
5 representations, Dr. Frei would not have relied on the subject representations nor signed the
6 Subscription Agreement.

7 75. Based on his reliance on Brock's and PCMC's statements and representations, Dr.
8 Frei did in fact invest did in fact invest and tender Five Hundred Thousand Dollars (\$500,000.00)
9 to PCMC pursuant to the Subscription Agreement.

10 76. Brock acted as agent under the Durable Power of Attorney for Assets for a period
11 of approximately one (1) year. During this time, Brock entered into multiple transactions for his
12 own account, in breach of his fiduciary duty.

13 77. As a result of the aforementioned conduct by Brock and PCMC, Dr. Frei has been
14 damaged in an amount in excess of \$10,000.00.

15 SEVENTH CAUSE OF ACTION

16 (Exploitation of an Older Person as Against Brock and PCMC)

17 78. Dr. Frei repeats, realleges and incorporates herein by reference the allegations of
18 Paragraphs 1 through 77, inclusive, as though set forth at length.

19 79. Dr. Frei is older than 60 years of age and is an Older Person pursuant to NRS
20 200.5092.

21 80. Brock, individually and as an agent for PCMC, committed financial abuse and
22 exploited Dr. Frei by obtaining control, through deception and undue influence, Dr. Frei's
23 money, and assets with the intention of permanently depriving Dr. Frei of the ownership, use,
24 benefit or possession of his money and assets.

25 81. Brock, individually and as an agent for PCMC, exploited the trust Dr. Frei
26 reposed in him by inducing Dr. Frei to enter into the Subscription Agreement with knowingly
27 intentional misrepresentations. Brock and PCMC represented to Dr. Frei that the price of \$0.050
28 per share was the fair market value for stock of PCMC in order to induce Dr. Frei to enter into

1 the Subscription Agreement and purchase One Million (1,000,000) shares of common stock of
2 PCMC at a price of \$0.50 per share, for a total sum of Five Hundred Thousand Dollars
3 (\$500,000.00).

4 82. At the time that Brock and PCMC made the representations to Dr. Frei, Brock and
5 PCMC knew that these representations were false. In fact, on July 22, 2008, the common stock
6 of PCMC was trading at \$0.03 per share on the OTCBB. Dr. Frei purchased the PCMC stock at
7 nearly seventeen (17) times the trading price on July 22, 2008.

8 83. Based upon these representations, Dr. Frei executed the Subscription Agreement
9 To date, Dr. Frei has tendered Five Hundred Thousand Dollars (\$500,000.00) to PCMC pursuant
10 to the Subscription Agreement.

11 84. In committing the aforementioned financial abuse, Brock and PCMC knew or
12 should have known that Dr. Frei would not have executed the Subscription Agreement had he
13 known that the trading value of the PCMC stock on July 22, 2008 was only \$0.03 per share. The
14 Subscription Agreement secured an undue benefit to Brock and PCMC, all at the expense and
15 detriment of Dr. Frei.

16 85. During the past three (3) years, Brock wrote checks from Dr. Frei's account and
17 entered into multiple transactions for his own account.

18 86. As a result of the financial abuse committed by Brock and PCMC, Dr. Frei has
19 suffered damages arising from aforementioned intentional misrepresentation, fraud, concealment
20 and deceit, in an amount in excess of \$10,000.00.

21 87. That such conduct, as herein alleged, by Brock and PCMC was done with malice
22 and conscious disregard as to those terms as defined in NRS 42.101 and as a result thereof, Dr.
23 Frei seeks an award of punitive damages in an amount in excess of \$10,000.00.

24 **EIGHTH CAUSE OF ACTION**

25 (Constructive Trust as Against Brock and PCMC)

26 88. Dr. Frei repeats, realleges and incorporates herein by reference the allegations of
27 Paragraphs 1 through 87, inclusive, as though set forth at length.

28 89. Brock and PCMC, and each of them, formed and operated a fraudulent scheme as

1 part of Brock and PCMC's formulated conspiracy to defraud Dr. Frei

2 90. In furtherance of Brock and PCMC's conspiracy, in or about July 2008, Brock
3 approached Dr. Frei with an opportunity to invest in PCMC. At that time, Brock and PCMC
4 offered to sell to Dr. Frei (One Million) 1,000,000 shares of common stock of PCMC at a price
5 of \$0.50 per share, for a total sum of Five Hundred Thousand Dollars (\$500,000.00).

6 91. Brock and PCMC represented to Dr. Frei that the price of \$0.050 per share was
7 the fair market value for stock of PCMC.

8 92. The representations were made by Brock and PCMC with the intent to induce Dr.
9 Frei to execute the Subscription Agreement and invest Five Hundred Thousand Dollars
10 (\$500,000.00) with PCMC.

11 93. Said fraudulent statements did in fact induce Dr. Frei to enter into the
12 Subscription Agreement and invest his money accordingly.

13 94. As was later discovered, at the time that Brock and PCMC made the
14 representations to Dr. Frei, Brock and PCMC knew that these representations were false. In fact,
15 on July 22, 2008, the common stock of PCMC was trading at \$0.03 per share on the OTCBB.
16 Dr. Frei purchased the PCMC stock at nearly seventeen (17) times the trading price on July 22,
17 2008.

18 95. As a proximate result of Brock and PCMC's fraud and the facts herein alleged,
19 Dr. Frei was induced to, and did invest Five Hundred Thousand Dollars (\$500,000.00).

20 96. By reason of the fraudulent and otherwise wrongful manner in which the Brock
21 and PCMC, or any of them, obtained Five Hundred Thousand Dollars (\$500,000.00) from Dr.
22 Frei, Brock and PCMC, and each of them, have no legal or equitable right, claim or interest
23 therein, but, instead, Brock and PCMC, and each of them are involuntary trustees holding said
24 Five Hundred Thousand Dollars (\$500,000.00) in constructive trust for Dr. Frei with the duty to
25 convey the same to Dr. Frei forthwith.

26 WHEREFORE, Plaintiff, expressly reserving the right to amend this Complaint at the
27 time of trial to herein to include all items of damages not yet ascertained, prays for judgment
28 against, Defendants, and each of them follows:

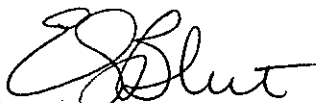
Blut & Campaign
A Professional Corporation
300 South Fourth Street, Suite 701
Las Vegas, NV 89101
(702) 382-8840

1. For general damages in the amount in excess of \$10,000.00;
2. For special damages in an amount in excess of \$10,000.00;
3. For punitive damages in an amount in excess of \$10,000.00;
4. For a judicial declaration that the Subscription Agreement is null and void;
5. For a judicial declaration that the Brock and PCMC are involuntary trustees holding Five Hundred Thousand Dollars (\$500,000.00) in constructive trust for Dr. Frei with the duty to convey the same to Dr. Frei.
7. For reasonable attorneys' fees, costs and interest thereon; and
8. For such other and further relief as the Court may deem just and proper.

DATED: April 24, 2009

BLUT & CAMPAIGN, A.P.C.

By:


Elliot S. Blut, Esq.
NEVADA BAR No. 6570
300 South Fourth Street
Suite 701
Las Vegas, Nevada 89101
Attorneys for Plaintiff,
Emil Frei, III

ORIGINAL

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PET
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FILED

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Ed [Signature]
CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of

) Case No: P
) Dept. No: PCL H
)
)
)
)
) Hearing Date: 4/17/09
) Hearing Time: 9:30 A.M.
)

FREI JOINT IRREVOCABLE TRUST
DATED OCTOBER 29, 1996

**PETITION TO CONFIRM TRUSTEES OF THE FREI JOINT IRREVOCABLE
TRUST DATED OCTOBER 29, 1996, FOR ORDER ASSUMING JURISDICTION
OVER THE TRUST, AND FOR AN ORDER REFORMING TERMS OF THE TRUST**

Petitioner STEPHEN M. BROCK (the "Petitioner"), in his capacity as one of the current
beneficiaries of the Frei Joint Revocable Trust dated October 29, 1996 (the "Trust"), by and
through his attorney, Daniel V. Goodsell, Esq., hereby petition this Court for an Order to
Confirm the Trustees of the Trust, for an Order Assuming Jurisdiction Over the Trust, and for an
Order Reforming the terms of the Trust, pursuant to NRS 164.010 and NRS 164.015.

P-09-065257-T
41747



GOODSELL & OLSEN
ATTORNEYS AT LAW
10155 W. TWAIN AVENUE, SUITE 100, LAS VEGAS, NV 89147
(702) 869-6261 TEL - (702) 869-8243 FAX

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Statement of Facts

1. Petitioner is a vested beneficiary of the Trust and thus is entitled to bring this petition under the provisions of NRS 164.010.

2. On October 29, 1996, Adoria S. Frei and Emil Frei III, husband and wife (collectively the "Trustors"), through their attorney, Arnold A. Slavet, Esq., executed several estate planning documents including the declaration of the Trust (See copy of the Trust attached hereto as "Exhibit "1"").

3. Prior to the execution of the Trust, the Trustors met with their attorney to discuss the provisions of their estate planning documents and their specific intent regarding the Trust, including the desired distribution of the remainder of the Trust upon their deaths. (See the Affidavit of Emil Frei III attached hereto (the "Emil Frei III Affidavit")).

4. Adoria Frei died on January 28, 2009. Emil Frei, III is still living.

5. Trustors were married individuals who each had children of their own prior to marrying. In particular, Emil Frei III has the following children from a prior marriage: ELIZABETH MARY FREI-PEARSON, EMIL FREI, IV, ALICE C. FREI, NANCY FREI, and JUDITH FREI-HOWE. In addition, Adoria S. Frei had the following children from a prior marriage: STEPHEN MARTIN BROCK, FRANCIS CHRISTOPHER BROCK, PETER AUGUSTINE BROCK, VINCENT dePAUL BROCK, and JOHN CLAVER BROCK. (See the Emil Frei III Affidavit.)

6. The Trustors' vested and contingent beneficiaries of the Trust are as follows:

<u>Name and Address</u>	<u>Age</u>	<u>Relationship</u>
Judy Frei 839 Columbian Avenue Oak Park, IL 60302-1557	Adult	Vested Beneficiary

1	Mary Frei		
2	63 Park Avenue		
3	Bedford Hills, NY 10807	Adult	Vested Beneficiary
4	Alice Frei	Adult	Vested Beneficiary
5	2401 Dorrington Street		
6	Houston, TX 77030		
7	Nancy Frei	Adult	Vested Beneficiary
8	12506 Queensbury		
9	Houston, TX 77024		
10	Emil Frei IV	Adult	Vested Beneficiary
11	3 Basswood Lane		
12	Andover, MA 01810		
13	Francis Brock	Adult	Vested Beneficiary
14	215 Creek Walk Drive		
15	Walkersville, MD 21793		
16	John Brock	Adult	Vested Beneficiary
17	P.O. Box 127		
18	Santa Barbara, CA 93102		
19	Peter Brock	Adult	Vested Beneficiary
20	Box 362		
21	Garrett Park, MD 20896		
22	Stephen Brock	Adult	Vested Beneficiary
23	5770 El Camino Road		
24	Las Vegas, NV 89118		
25	Vincent Brock	Adult	Vested Beneficiary
26	15549 La Subida Drive		
27	Hacienda Heights, CA 91745		
28	Carly Frei	Minor	Contingent Beneficiary
	3 Basswood Lane		
	Andover, MA 01810		
	Chelsea Frei	Minor	Contingent Beneficiary
	3 Basswood Lane		
	Andover, MA 01810		

1	Jeremiah Frei-Pearson	Adult	Contingent Beneficiary
2	63 Park Avenue		
3	Bedford Hills, NY 10807		
4	Catherine Frei	Adult	Contingent Beneficiary
5	12506 Queensbury		
6	Houston, TX 77024		
7	Jerry R. Frei	Minor	Contingent Beneficiary
8	12506 Queensbury		
9	Houston, TX 77024		
10	Elizabeth Frei	Minor	Contingent Beneficiary
11	2401 Dorrington Street		
12	Houston, TX 77030		
13	Helen Frei-Howe	Adult	Contingent Beneficiary
14	839 Columbian Avenue		
15	Oak Park, IL 60302-1557		
16	Emil Frei-Howe	Adult	Contingent Beneficiary
17	839 Columbian Avenue		
18	Oak Park, IL 60302-1557		
19	Nathaniel Frei-Pearson	Adult	Contingent Beneficiary
20	63 Park Avenue		
21	Bedford Hills, NY 10807		
22	Abraham Frei-Pearson	Adult	Contingent Beneficiary
23	63 Park Avenue		
24	Bedford Hills, NY 10807		
25	Andrew Brock	Minor	Contingent Beneficiary
26	5770 El Camino Road		
27	Las Vegas, NV 89118		
28	Rachel Brock	Minor	Contingent Beneficiary
	5770 El Camino Road		
	Las Vegas, NV 89118		

1	Emily L. Brock	Adult	Contingent Beneficiary
2	215 Creek Walk Drive		
3	Walkersville, MD 21793-6004		
4			
5	Anna Brock	Adult	Contingent Beneficiary
6	215 Creek Walk Drive		
7	Walkersville, MD 21793-6004		
8			
9	Peter Brock, II	Minor	Contingent Beneficiary
10	Box 362		
11	Garrett Park, MD 20896		
12			
13	Daniel Brock	Adult	Contingent Beneficiary
14	Box 362		
15	Garrett Park, MD 20896		
16			
17	Joseph Brock	Adult	Contingent Beneficiary
18	Box 362		
19	Garrett Park, MD 20896		
20			
21	Christopher Brock	Minor	Contingent Beneficiary
22	Box 362		
23	Garrett Park, MD 20896		
24			
25	Elizabeth Brock	Minor	Contingent Beneficiary
26	15549 La Subida Drive		
27	Hacienda Heights, CA 91745		
28			
29			
30	Timothy Brock	Adult	Contingent Beneficiary
31	P.O. Box 127		
32	Santa Barbara, CA 93102		
33			
34			
35	Emily F. G. Brock	Minor	Contingent Beneficiary
36	15549 La Subida Drive		
37	Hacienda Heights, CA 91745		
38			
39			
40	Michael Stephen Brock	Minor	Contingent Beneficiary
41	5770 El Camino Road		
42	Las Vegas, NV 89118		

Jonathan Richard Brock
5770 El Camino Road
Las Vegas, NV 89118

Minor

Contingent Beneficiary

7. The appointed co-trustees of the Trust are Emil Frei IV, who is the son of Emil Frei III, and Peter Augustine Brock, who is the son of Adoria S. Frei.

8. The purpose of the Trust is to own a joint survivor life insurance policy through Transamerica Insurance and Investment Group (Policy No. 60012502) on the lives of both Trustors in the face amount of \$7,000,000.00 (the "Life Insurance Policy") so that upon the death of the surviving Trustor, the proceeds from the insurance policy would be received by the Trust and then distributed to the Trustors' children and grandchildren. (See the Emil Frei III Affidavit.)

9. Because the Life Insurance Policy is on the lives of the Trustors, and because Emil Frei, III, (the sole surviving Trustor) is currently a resident of Clark County in the State of Nevada, the Trust is conducting business in the State of Nevada and this Court has jurisdiction to confirm the appointment of the Trustees of the Trust and to assume jurisdiction over the Trust as a proceeding *in rem* as provided under NRS 164.010(1).

10. The declaration of the Trust is a one-hundred (100) page document with highly complex provisions. While the Trustors skimmed the Trust prior to executing it, they did not fully comprehend all of its provisions. (See the Emil Frei III Affidavit.)

11. While the Trustors vaguely recall having a discussion with the attorney who prepared the Trust about money being set aside possibly for the education of their grandchildren if all of their children were in agreement, it was not the Trustors' intent to require that money be set aside for the education of grandchildren. (See the Emil Frei III

1 Affidavit.) In fact, the Trustors' primary objective with the Trust was to provide an increased
2 amount of inheritance to their children by avoiding income taxes and estate taxes. (*See the*
3 *Emil Frei III Affidavit.*) Furthermore, the Trustors' intent and desire was that the insurance
4 proceeds be distributed outright and free from trust to their children unless, as indicated above,
5 any child voluntarily decided to leave money in the Trust to pay for the education of that
6 child's descendants. (*See the Emil Frei III Affidavit.*)

8 12. Emil Frei, III currently lives next door to Adoria Frei's son, Stephen M. Brock
9 ("Stephen"), who is the Petitioner herein, and prior to Adoria Frei's death, both Adoria Frei
10 and Emil Frei, III requested that Stephen assist them in making certain that the affairs of their
11 estate were in order. (*See the Emil Frei III Affidavit attached hereto.*) At the time, Adoria
12 Frei had been diagnosed with cancer. (*See the Emil Frei III Affidavit; See the Affidavit of*
13 *Stephen M. Brock attached hereto (the "Stephen Brock Affidavit").*) Emil Frei III currently
14 suffers from end-stage Parkinson's disease.

16 13. Stephen requested that his personal attorney, Daniel V. Goodsell, Esq., review
17 the Trust and advise him and the Trustors regarding its terms and consequences. (*See the*
18 *Stephen Brock Affidavit.*)

20 14. Following Mr. Goodsell's review of the Trust and after Mr. Goodsell researched
21 the tax issues presented by the Trust, as written, Mr. Goodsell informed Stephen that after the
22 death of the Trustors, all insurance proceeds received by the Trust and all other trust assets, if
23 any, would then be allocated into "Exempt Shares" and into "Non-Exempt Shares" for the
24 Trustors' children based upon whether the funds are exempt or not exempt from the generation
25 skipping transfer tax (the "GST tax"). (*See the provisions of Section 2 of Article Six of the*
26 *Trust at page 6-1; see also the Stephen Brock Affidavit.*)
27
28

1 15. Mr. Goodsell also proceeded to inform Stephen that under the current tax laws,
2 it was not clear whether the insurance proceeds would be considered exempt or not exempt
3 from the GST tax.

4 16. In particular, the funds contributed to the trust were contributed through gifts of
5 funds from the Trustors, which funds were then subject to *Crummey* withdrawal rights granted
6 to the beneficiaries of the Trust as provided under Sections 2 through 8 of Article Three of the
7 Trust.
8

9 17. Furthermore, as indicated on the 2007 gift tax returns filed by Trustors, copies
10 of which are attached hereto as Exhibit "2", the gifts of funds to the Trust since its inception
11 have been allocated to the Trustors' GST tax exemption under a permanent election made in
12 2004 to treat the Trust as a GST Trust as described in Section 2632(c)(3)(B) of the Internal
13 Revenue Code of 1986, as amended (the "IRC"). Consequently, under the provisions of IRC
14 Section 2642, all insurance proceeds received by the Trust following the death of the surviving
15 Trustor shall be allocated to the "Exempt Shares" for the children of Trustors under the
16 provisions of Sections 1 and 2 of Article Six of the Trust.
17

18 18. Under Article Seven of the Trust, the Exempt Shares for each child are to be
19 held in trust and the co-trustees are then entitled to distribute so much of the income and
20 principal of the Trust share as the co-trustees deem advisable, in their sole discretion, for the
21 "education, health, maintenance, and support" of each child; provided, however, that the co-
22 trustees are directed to "be liberal in exercising such discretion".
23

24 19. Upon the death of a child, the Trust further provides in Article Seven that the
25 co-trustees are then to distribute the remainder of the trust share either among the descendants
26
27
28

1 of the deceased child as such child shall appoint or, in the absence of such appointment, among
2 the descendants of the child *per stirpes*.

3 20. It was not the intent of the Trustors to require that the entire Trust continue to be
4 held in trust according to the discretion of the co-trustees. (See the Emil Frei III Affidavit.)
5 Instead, it was the intent of the Trustors that each of their children would have the option to
6 either leave the balance of their trust shares in trust as provided under Article Seven or,
7 alternative, that each child would have the option of taking a full distribution of their respective
8 trust shares following the death of the surviving Trustor. (See the Emil Frei III Affidavit; see
9 also the Affidavit of Stephen M. Brock.)
10
11

12 21. Furthermore, the Trustees did not fully comprehend the ramifications under of
13 the provisions of the Trust that the co-trustees would have to agree on all distributions from the
14 Trust. (See the Emil Frei III Affidavit.) Given that one co-trustee is the child of Emil Frei III
15 and the other co-trustee is the child of Adoria S. Frei, and also given that there has been an
16 increasing amount of acrimony and disagreement between the children of Emil Frei III and the
17 children of Adoria S. Frei regarding the handling of the respective estates and trusts of the
18 Trustors and, in particular, regarding the handling of this Trust, the Trustors have grave
19 concerns that there is the very real probability of deadlock or disagreement among the co-
20 trustees regarding the exercising of their discretion over the distributions of the Trust shares to
21 the children of the Trustors.
22
23

24 22. Consequently, it is the intent and desire of the Trustors that the terms of the
25 Trust be reformed by this Court to provide that if a child so elects, the entire balance of a child's
26 trust share shall be distributed outright and free from trust to a child following the death of the
27 surviving Trustor, and that only in the absence of such an election shall a child's trust share
28

1 remain in trust for the remaining life of the child as originally provided in Article Seven of the
2 Trust. (See the Emil Frei III Affidavit; see also the Affidavit of Stephen M. Brock.)

3 Argument

4
5 23. NRS 164.010(1) provides that "Upon petition of ...[a] beneficiary of the trust,
6 the district court of the county in which the trustee resides or conducts business, or which the
7 trust has been domiciled, shall consider the application to confirm the appointment of the
8 trustee and specify the manner in which the trustee must qualify. Thereafter the court has
9 jurisdiction of the trust as a proceeding *in rem*."

10
11 24. NRS 164.015(1) further provides that "[t]he court has exclusive jurisdiction of
12 proceedings initiated by the petition of an interested person concerning the internal affairs of a
13 nontestamentary trust. Proceedings which may be maintained under this section are those
14 concerning the administration and distribution of trust, ...including petitions with respect to a
15 nontestamentary trust any appropriate relief provided with respect to a testamentary trust in NRS
16 153.031."

17
18 25. NRS 153.031(1)(n) provides that a beneficiary of a trust may petition the court
19 regarding any aspect of the affairs of the trust, including "[a]pproving or directing the
20 modification or termination of the trust."

21
22 26. "The remedy of reformation is appropriate where, by reason of unintentional
23 mistake by scrivener or draftsman, a written agreement, such as a trust, does not accurately
24 reflect intent of grantor." *Griffen v. Griffen*, 832 P.2d 810, 813 (Okla. 1992); *First American*
25 *Title Insurance & Trust Company v. Cook*, 12 Cal.App.3d 592, 90 Cal.Rptr. 645 (Cal. 1970)
26 (scrivener's mistake in reducing intent of parties is ground for reformation); *Mills v. Schulba*, 95
27 Cal.App.2d 559, 213 P.2d 408 (Cal. 1950) (the mistake of a draftsman is a good ground for
28

1 reformation of an instrument which does not truly express the intention of the parties); *Berman v.*
2 *Sandler*, 379 Mass. 506, 399 N.E.2d 17 (Mass. 1979); *Colt v. Colt*, 438 Mass. 1001, 777 N.E.2d
3 1235 (Mass. 2002) (a trust instrument may be reformed where it fails to conform to the settlor's
4 intent because of scrivener's error). A donative document such as the Trust may thus be
5 reformed to conform the text to the donor's intention if the donor's intent can be established by
6 clear and convincing evidence. *Griffen v. Griffen*, 832 P.2d 810 (Okla. 1992).

8 27. Petitioner is a beneficiary of the Trust and he resides in Clark County, Nevada.
9 Moreover, both Trustors reside in Clark County, Nevada.

11 28. Petitioner brings this Petition before the court to reform the Trust's provisions
12 to accurately reflect the true intention of Trustors which is provided as clear and convincing
13 evidence in the attached affidavits of Emil Frei III and of Petitioner.

14 29. Since a settlor usually receives no consideration for the creation of a trust, a
15 unilateral mistake on part of the settlor is ordinarily sufficient to warrant reformation. *Berman*
16 *v. Sandler*, 379 Mass. 506, 519, 399 N.E.2d 17, 19 (Mass. 1979). A settlor's acceptance of a
17 trust instrument which, because of mistake or inadvertence of scrivener, fails to embody
18 settlor's intention is a unilateral mistake for which relief may be granted. *Id.*

20 30. In an action for reformation, parol evidence is admissible to show parties' intent
21 and mistake. *Griffen v. Griffen*, 832 P.2d 810 (Okla. 1992). In particular, it is proper to admit
22 the testimony of Emil Frei III and Petitioner.

24 WHEREFORE, Petitioner requests that this Petition be set for hearing, and that
25 after hearing the matters of this Petition, this Court find that notice of the time and place of
26 such hearing has been given in the manner required by law, and that this Court make and enter
27
28

1 its Orders and Decrees pursuant to NRS 153.031, 163.115, 164.010, 164.015, and 164.033 as
2 follows:

3 1. That this Court confirm EMIL FREI, IV and PETER AUGUSTINE BROCK as
4 Co-Trustees to the Trust.

5
6 2. That this Court assume jurisdiction over the Trust as a proceeding *in rem*.

7 3. That Section 1 of Article Seven of the Trust be restated in its entirety as follows:

8 **Article Seven**

9 **Distribution of Our Trust Property**

10 **Section 1. Distribution of Trust Shares for Each Child**

11 The Exempt Share and the Non-Exempt Share of each child of ours who shall
12 then be living shall be administered and distributed as follows:

13 **a. Distribution of Both Exempt Share and Non-Exempt Share Upon Election of Child**

14 Upon an election in writing by any child of ours delivered to our Trustee, the trust
15 share set aside for such child shall forthwith terminate and our Trustee shall distribute
16 all undistributed net income and principal to such child outright and free of the trust.
17 In the absence of such an election, the trust share set aside for such child shall be
18 administered and distributed as provided in subparagraphs b. and c. below of this
19 Section 1.

20 **b. Distribution of Exempt Share**

21 The undistributed Exempt Share for any child of ours shall be held in trust and
22 administered and distributed as follows:

23 **1. Distributions of Net Income of the Exempt Share**

24 Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit
25 of, an child or ours as much of the net income from such child's Exempt Share as
26 our Trustee deems advisable for the education, health, maintenance, and support
27 of the child.

28 **2. Distributions of Principal of the Exempt Share**

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, any child of ours as much of the principal from such child's Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of the child.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to any child or ours, it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to such child, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the child which arise outside of this agreement and are known to our Trustee, and also the income and principal available to the child from the child's Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of the child prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of the Child

Upon the death of any child of ours, any property in such child's Exempt Share shall be distributed to or for the benefit of the descendants of the child as the child shall appoint either by a valid last will and testament or by a valid living trust agreement. Such child may make distributions among such child's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the child shall determine. This limited testamentary power shall not be exercised in favor of the child's estate or the creditors of the child's estate.

To the extent that such child shall fail to exercise this limited testamentary power of appointment, any property in such child's Exempt Share shall be divided and allocated to the child's then living descendants, *per stirpes*, to be held and administered in a separate Exempt Shares for each of such descendant in accordance with subsection 5 below.

If such deceased child has no then living descendants, any property in such child's Exempt Share shall be divided and allocated to our then living descendants, *per stirpes*, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below. If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for the child during the child's lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement. Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants; *per stirpes*, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, *per stirpes*, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, *per stirpes*, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of the deceased child of ours, *per stirpes*, and if there are no then living descendants of such deceased child, to our then living descendants, *per stirpes*, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

c. Distribution of the Non-Exempt Share

The undistributed Non-Exempt Share for a child of ours shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for such child shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to such child free of the trust.

2. Distribution of the Non-Exempt Share on the Death of the Child

A deceased child of ours shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in her Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, such child shall specifically refer to this power. Such child shall have the sole and exclusive right to exercise this testamentary general power of appointment. This testamentary general power of appointment specifically grants to such child the right to appoint property to such child's own estate. It also specifically grants to such child the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as she may elect. Any property in the Non-Exempt Share of such child which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of such child, *per stirpes*.

If such child has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, *per stirpes*. If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

4. For such other and further relief as this Court deems proper.

DATED this 5 day of March, 2009.


STEPHEN M. BROCK

Submitted by:

GOODSELL & OLSEN


DANIEL V. GOODSSELL, ESQ.
Nevada Bar No. 7356
JENNIFER L. MICHELL, ESQ.
Nevada Bar No. 11210
10155 W. Twain Ave., Suite 100
Las Vegas, Nevada 89147
Telephone (702) 869-6261
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dan@goodsellolsen.com
jennifer@goodsellolsen.com
Attorneys for Petitioner

VERIFICATION

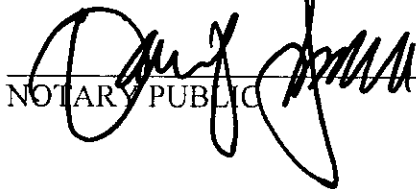
STATE OF NEVADA)
) ss
COUNTY OF CLARK)

STEPHEN M. BROCK, under penalties of perjury, being first duly sworn,
deposes and says:

That he is the Petitioner named in the foregoing petition and knows the contents
thereof; that the petition is true of his own knowledge, except as to those matters stated on
information and belief, and that as to those matters he believes it to be true.


STEPHEN M. BROCK

SUBSCRIBED AND SWORN to before me
this 5th day of March, 2009.


NOTARY PUBLIC



AFFIDAVIT OF STEPHEN M. BROCK

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

I, STEPHEN M. BROCK, being duly sworn, depose and say:

1. My mother, Adoria S. Frei, and my step-father, Emil Frei III, requested that I assist them in making certain that the affairs of their estate are in order in light of their failing health.

2. In particular, they asked me to review the Frei Joint Revocable Trust dated October 29, 1996 (the "Trust") and to advise them regarding its impact.

3. The purpose of the Trust, as I understand it from our discussions and my review of the Trust itself, is to own a joint survivor life insurance policy through Transamerica Insurance and Investment Group (Policy No. 60012502) so that upon the death of the survivor of my mother and my step-father, the proceeds from the Life Insurance Policy would be received by the Trust and then distributed to the their children and grandchildren.

4. The declaration of the Trust is a one-hundred (100) page document with highly complex provisions that the clearly did not fully understand.

5. My mother and my step-father informed me that it was not their intent to require that money be set aside for the education of their grandchildren and that instead, their primary objective with the Trust was to provide an increased amount of inheritance to their children by avoiding income taxes and estate taxes. Furthermore, they informed me that their primary intent and desire was that the insurance proceeds be distributed outright and free from trust to their children unless, as indicated above, any child voluntarily decided to leave money in the Trust to pay for the education of that child's descendants.

1 6. At the request of my mother and step-father, I requested that my personal
2 attorney, Daniel V. Goodsell, Esq., review the Trust and advise me regarding its terms and
3 consequences.
4

5 7. Following Mr. Goodsell's review of the Trust, Mr. Goodsell informed me that
6 after the death of the survivor of my mother and step-father, all insurance proceeds received by
7 the Trust and all other trust assets, if any, would then be allocated into "Exempt Shares" and
8 into "Non-Exempt Shares" for their children based upon whether the funds are exempt or not
9 exempt from the generation skipping transfer tax (the "GST tax").
10

11 8. Mr. Goodsell also proceeded to inform me that the funds that my mother and
12 step-father contributed to the trust were subject to *Crummey* withdrawal rights granted to the
13 beneficiaries of the Trust as provided under Sections 2 through 8 of Article Three of the Trust,
14 and that as indicated on the 2007 gift tax returns they had filed with the IRS, the gifts of funds
15 to the Trust since its inception have been allocated to the their GST tax exemption under a
16 permanent election made in 2004 to treat the Trust as a GST Trust as described in Section
17 2632(c)(3)(B) of the Internal Revenue Code of 1986, as amended (the "IRC").
18

19 9. Mr. Goodsell also informed me that under the provisions of IRC Section 2642,
20 all insurance proceeds received by the Trust following the death of the survivor of my mother
21 and step-father shall be allocated to the "Exempt Shares" for their children under the
22 provisions of Sections 1 and 2 of Article Six of the Trust.
23

24 10. Under Article Seven of the Trust, the Exempt Shares for each child are to be
25 held in trust and the co-trustees are then entitled to distribute so much of the income and
26 principal of the Trust share as the co-trustees deem advisable, in their sole discretion, for the
27
28

1 "education, health, maintenance, and support" of each child; provided, however, that the co-
2 trustees are directed to "be liberal in exercising such discretion".

3 11. Upon the death of a child, the Trust further provides in Article Seven that the
4 co-trustees are then to distribute the remainder of the trust share either among the descendants
5 of the deceased child as such child shall appoint or, in the absence of such appointment, among
6 the descendants of the child *per stirpes*.
7

8 12. I informed my mother and step-father of what Mr. Goodsell has advised me
9 regarding the Trust and they then informed me that it was not their intent of the entire Trust
10 continue to be held in trust according to the discretion of the co-trustees. Instead, they informed
11 me that it was their intent that each of their children have the option to either leave the balance
12 of their trust shares in trust as provided under Article Seven or, alternatively, that each child
13 have the option of taking a full distribution of their respective trust shares following the death of
14 the surviving them.
15

16 13. Furthermore, my mother and my step-father informed me that they did not fully
17 comprehend the ramifications under of the provisions of the Trust that the co-trustees would
18 have to agree on all distributions from the Trust. Given that one co-trustee is my step-father's
19 child from a prior marriage and that the other co-trustee is my mother's child from a prior
20 marriage, and also given that there has been an increasing amount of acrimony and
21 disagreement between my step-father's children and my siblings regarding the handling of our
22 parents' respective estates and trusts and, in particular, regarding the handling of the Trust, my
23 mother and step-father informed me that they have grave concerns that there is the very real
24 probability of deadlock or disagreement among the co-trustees regarding the exercising of their
25 discretion over the distributions of the Trust shares to their children. I fully concur in the
26
27
28

1 concerns expressed by my mother and step-father regarding the terms of the Trust and regarding
2 the ability of the co-trustees to work together harmoniously in the administration of the Trust.

3 14. My parents then proceeded to inform that that is was their collective intent and
4 desire and the intent and desire that the terms of the Trust be reformed by this Court to provide
5 that if a child so elects, the entire balance of a child's trust share shall be distributed outright
6 and free from trust to a child following the death of the survivor of them, and that only in the
7 absence of such an election shall a child's trust share remain in trust for the remaining life of the
8 child as originally provided in Article Seven of the Trust.
9

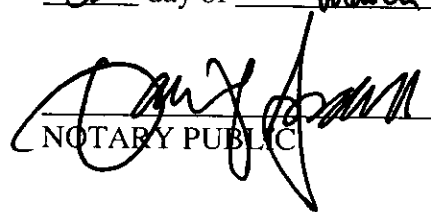
10 15. On January 28, 2009, my mother died from complications resulting from
11 surgery that attempted to cure her brain cancer. Prior to my mother's surgery and resulting
12 coma, I had many discussions with my mother and step-father regarding the terms of the Trust.
13 While my mother is no longer able to make an affidavit stating her intent regarding the Trust, I
14 know that her intent is as stated in this affidavit.
15

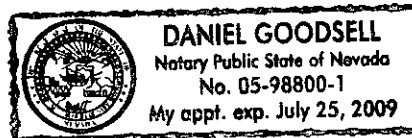
16 16. Furthermore, my mother granted to me a durable power of attorney to act on her
17 behalf regarding all of her affairs before she passed away..
18

19 IN WITNESS WHEREOF, I make this affidavit as of this 5 day of March, 2009.

20
21 
22 STEPHEN M. BROCK

23 SUBSCRIBED AND SWORN to before me this
24 5th day of March, 2009.

25
26 
27 NOTARY PUBLIC
28



AFFIDAVIT OF EMIL FREI III

STATE OF NEVADA)
COUNTY OF CLARK) ss

I, EMIL FREI III, being duly sworn, depose and say:

1. On October 29, 1996, my wife, Adoria S. Frei and I, through our attorney, Arnold A. Slavet, Esq., executed several estate planning documents including the Frei Joint Revocable Trust dated October 29, 1996 (the "Trust").

2. Prior to the execution of the Trust, my wife and I met with our attorney to discuss the provisions of our estate planning documents and our specific intent regarding the Trust, including the desired distribution of the remainder of the Trust upon our deaths.

3. My wife and I each have children of our own from prior marriages. In particular, have the following children from a prior marriage: ELIZABETH MARY FREI-PEARSON, EMIL FREI, IV, ALICE C. FREI, NANCY FREI, and JUDITH FREI-HOWE. In addition, my wife has the following children from a prior marriage: STEPHEN MARTIN BROCK, FRANCIS CHRISTOPHER BROCK, PETER AUGUSTINE BROCK, VINCENT dePAUL BROCK, and JOHN CLAVER BROCK.

4. The purpose of the Trust, as I understand it, is to own a joint survivor life insurance policy through Transamerica Insurance and Investment Group (Policy No. 60012502) on both my life and the life of my spouse in the face amount of \$7,000,000.00 (the "Life Insurance Policy") so that upon the death of the survivor of us, the proceeds from the Life Insurance Policy would be received by the Trust and then distributed to the our children and grandchildren.

1 5. The declaration of the Trust is a one-hundred (100) page document with highly
2 complex provisions that I did not fully understand. While my wife and I skimmed the Trust
3 prior to executing it, we did not fully comprehend all of its provisions.

4
5 6. While my wife and I vaguely recall having a discussion with the attorney who
6 prepared the Trust about money being set aside possibly for the education of their
7 grandchildren if all of their children were in agreement, it was not our intent to require that
8 money be set aside for the education of grandchildren. In fact, our primary objective with the
9 Trust was to provide an increased amount of inheritance to our children by avoiding income
10 taxes and estate taxes. Furthermore, our primary intent and desire was that the insurance
11 proceeds be distributed outright and free from trust to our children unless, as indicated above,
12 any child voluntarily decided to leave money in the Trust to pay for the education of that
13 child's descendants.

14
15 7. My wife and I currently live next door to my wife's son, Stephen M. Brock
16 ("Stephen"), who has been assisting us in handling all of our financial affairs. I currently have
17 end-stage Parkinson's disease and my wife has been diagnosed with terminal brain cancer.
18 Because of our failing health, my wife and I requested that Stephen assist us in making certain
19 that the affairs of our estate are in order.

20
21 8. At our request and with our consent, Stephen requested that his personal
22 attorney, Daniel V. Goodsell, Esq., review the Trust and advise him and us regarding its terms
23 and consequences.

24
25 9. Following Mr. Goodsell's review of the Trust, Mr. Goodsell informed Stephen
26 that after our deaths, all insurance proceeds received by the Trust and all other trust assets, if
27 any, would then be allocated into "Exempt Shares" and into "Non-Exempt Shares" for our
28

1 children based upon whether the funds are exempt or not exempt from the generation skipping
2 transfer tax (the "GST tax").

3 10. Mr. Goodsell also proceeded to inform Stephen that the funds we contributed to
4 the trust were subject to *Crummey* withdrawal rights granted to the beneficiaries of the Trust as
5 provided under Sections 2 through 8 of Article Three of the Trust, and that as indicated on the
6 2007 gift tax returns we had filed with the IRS, the gifts of funds to the Trust since its
7 inception have been allocated to the our GST tax exemption under a permanent election made
8 in 2004 to treat the Trust as a GST Trust as described in Section 2632(c)(3)(B) of the Internal
9 Revenue Code of 1986, as amended (the "IRC"). Mr. Goodsell also informed Stephen that
10 under the provisions of IRC Section 2642, all insurance proceeds received by the Trust
11 following the death of the surviving Trustor shall be allocated to the "Exempt Shares" for our
12 children under the provisions of Sections 1 and 2 of Article Six of the Trust.

13 11. Under Article Seven of the Trust, the Exempt Shares for each child are to be
14 held in trust and the co-trustees are then entitled to distribute so much of the income and
15 principal of the Trust share as the co-trustees deem advisable, in their sole discretion, for the
16 "education, health, maintenance, and support" of each child; provided, however, that the co-
17 trustees are directed to "be liberal in exercising such discretion".

18 12. Upon the death of a child, the Trust further provides in Article Seven that the
19 co-trustees are then to distribute the remainder of the trust share either among the descendants
20 of the deceased child as such child shall appoint or, in the absence of such appointment, among
21 the descendants of the child *per stirpes*.

22 13. It was not our intent of the entire Trust continue to be held in trust according to
23 the discretion of the co-trustees. Instead, it was our intent that each of our children have the
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1 option to either leave the balance of their trust shares in trust as provided under Article Seven
2 or, alternatively, that each child have the option of taking a full distribution of their respective
3 trust shares following the death of the surviving of me and my wife.
4

5 14. Furthermore, my wife and I did not fully comprehend the ramifications under of
6 the provisions of the Trust that the co-trustees would have to agree on all distributions from the
7 Trust. Given that one co-trustee is my child from a prior marriage and that the other co-trustee
8 is my wife's child from a prior marriage, and also given that there has been an increasing
9 amount of acrimony and disagreement between my children and my wife's children regarding
10 the handling of our respective estates and trusts and, in particular, regarding the handling of this
11 Trust, my wife and I have grave concerns that there is the very real probability of deadlock or
12 disagreement among the co-trustees regarding the exercising of their discretion over the
13 distributions of the Trust shares to our children.
14

15 15. Consequently, it is my intent and desire and the intent and desire of my wife
16 that the terms of the Trust be reformed by this Court to provide that if a child so elects, the
17 entire balance of a child's trust share shall be distributed outright and free from trust to a child
18 following the death of the surviving my wife and I, and that only in the absence of such an
19 election shall a child's trust share remain in trust for the remaining life of the child as originally
20 provided in Article Seven of the Trust.
21

22 16. My wife recently had surgery to attempt to cure her cancer. Regrettably, she
23 did not tolerate the surgery well and her cancer has progressed to the point that she is in a coma-
24 like state and not expected to survive. However, prior to her surgery, my wife and I had many
25 discussions regarding the terms of the Trust. While my wife is no longer competent to make an
26
27
28

make an affidavit stating her intent regarding the Trust, I know that her intent is the same as mine as stated in this affidavit.

17. Stephen was also present for many of our discussions regarding our concerns over the way the Trust is written and it is my opinion and belief that Stephen is also aware of my intent and the intent of my wife regarding the Trust. Furthermore, I am aware that my wife granted to Stephen a durable power of attorney to act on my wife's behalf regarding all of her affairs and I acknowledge the validity of such power or attorney.

IN WITNESS WHEREOF, I make this affidavit as of this ____ day of December, 2008.

Emil Frei III
EMIL FREI III

SUBSCRIBED AND SWORN to before me this
19 day of Dec, 2008.

NOTARY PUBLIC



PT00152

This
JOINT IRREVOCABLE TRUST

prepared for

EMIL FREI, III

and

ADORIA B. FREI

by

Arnold L. Slavet

Arnold L. Slavet, Counsellor at Law, P.C.

60 State Street, Suite 700
Boston, MA 02109

Telephone: (617) 371-2977

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The Frei Irrevocable Trust

Article One

Creation of Our Trust

Section 1. Our Trust

This is our irrevocable trust, dated October 29, 1996, by EMIL FREI, III, the husband Trustmaker, and ADORIA B. FREI, the wife Trustmaker, and the following initial Trustees:

EMIL FREI, IV

PETER AUGUSTINE BROCK

All references to "our trust" or "trust," unless otherwise stated, shall refer to this irrevocable trust and the trusts created in it. All references to "Trustee" shall refer to our initial Trustees or their successor or successors in trust.

When the term "Trustmaker" is used in our trust, it shall have the same legal meaning as "Grantor," "Settlor," "Trustor," or any other term referring to the maker of a trust.

Section 2. The Name of Our Trust

For convenience, our irrevocable trust shall be known as the:

FREI IRREVOCABLE TRUST

For purposes of beneficiary designations, transfers directly to our trust, and formal correspondence, our trust shall be referred to as:

EMIL FREI, IV and PETER AUGUSTINE BROCK, Trustees, or their successors in trust, under the FREI IRREVOCABLE TRUST, dated

October 29, 1996.

In addition to the above descriptions, any description for referring to our trust shall be effective to transfer title to our trust or to designate our trust as a beneficiary as long as that description includes the date of our trust, the name of at least one initial or successor Trustee, and any reference that indicates that assets are to be held in a fiduciary capacity.

Section 3. An Irrevocable Trust

This trust is irrevocable, and neither of us shall have any power to control and direct payments, remove trust property, or alter, amend, revoke, or terminate this trust, either in whole or in part.

Section 4. We Have No Rights in This Trust

After the execution of this trust agreement, we shall have no right, title, or interest in the income or principal of this trust. In addition, we shall have no right, title, interest, power, incident of ownership, or any other benefit in any trust property.

Neither we nor our estates shall have any reversionary or similar interest in this trust or the property contained in it.

Article Two

Funding Our Trust

Section 1. Initial Funding

Our trust will be initially funded with \$10 and such other property as shall be listed on Schedule A. Schedule A shall be made a part of and shall be incorporated by reference in this agreement.

Section 2. Additional Funding

Our trust may be additionally funded by either of us or by any other person in any manner with property interests of all kinds. All property interests transferred, assigned, conveyed, or delivered to our Trustee in trust shall be absolute and irrevocable and must be acceptable to our Trustee.

All property interests transferred, assigned, conveyed, or delivered to our Trustee shall be subject to all of the terms and conditions set forth in this agreement.

Our Trustee, in its sole and absolute discretion, may accept any property interest subject to conditions that may be imposed by the transferor of such property interest at the time of contribution which exclude any beneficiary under Article Three of this agreement from having any right referred to in Article Three to withdraw a share of such contributed property or which otherwise limit the withdrawal rights of any beneficiary with respect to such contributed property.

Our Trustee may not accept any property interest that would in any way alter, amend, or change the rights of a beneficiary with respect to any prior contributed property.

Article Three

Administration of Our Trust during Our Lives

Section 1. Beneficiaries

The names of our children are:

ELIZABETH MARY FREI-PEARSON

EMIL FREI, IV

ALICE C. FREI

NANCY FREI

JUDITH FREI-HOWE

STEPHEN MARTIN BROCK

FRANCIS CHRISTOPHER BROCK

PETER AUGUSTINE BROCK

VINCENT dePAUL BROCK

JOHN CLAVER BROCK

All references to our children in this agreement are to these children, as well as any children subsequently born to us, or legally adopted by us.

But, only the wife Trustmaker's living children and their living descendants shall be the beneficiaries under this Article.

Section 2. A Beneficiary's Withdrawal Right

While either of us is living, for each calendar year in which any property is given or deemed to be given to the trust by a direct or an indirect transfer of property to the trust, except as otherwise specifically provided by the transferor of such property, each living beneficiary under this Article shall have the right to withdraw that beneficiary's pro rata share of the contributed property.

The contribution value of a gift shall be used for purposes of determining the value of the withdrawal rights.

The withdrawal right shall be subject to the limitations and qualifications as provided in subsequent provisions of this Article.

Section 3. The Annual Limit on Withdrawals

In no event shall the total amount withdrawable by a beneficiary by reason of a direct or indirect gift to this trust in any one calendar year exceed the lesser of:

An amount equal to the maximum gift tax annual exclusion under Section 2503(b) of the Internal Revenue Code, or any other corresponding provisions of any subsequent federal tax laws in effect in the calendar year of withdrawal, or

An amount equal to the maximum annual amount allowable under Section 2514(e) of the Internal Revenue Code, or any other corresponding provisions of any subsequent federal tax laws in effect in the calendar year of withdrawal as to which the lapse of a power of appointment shall not be considered a release of such power.

Section 4. Exercise of Withdrawal Rights by Our Beneficiaries

A beneficiary's withdrawal right shall be vested as of the date of the transfer to the trust which results in the withdrawal right. Withdrawals may be made at any time within 30 days from the date of the notice by our Trustee to the withdrawal right beneficiary of the transfer to the trust.

a. Withdrawal Rights Are Noncumulative

A beneficiary's right to withdraw is noncumulative and shall lapse, to the extent that the withdrawal rights have not been exercised, at the end of 30 days after the date of the notice.

b. Method for Exercising Withdrawal Rights

A withdrawal right beneficiary shall exercise a withdrawal right by delivering a written request to our Trustee within 30 days from the date of the notice.

c. The Death of a Beneficiary

A beneficiary's vested withdrawal right shall not terminate by reason of his or her death. The personal representative of the beneficiary's estate shall then have the right to exercise the vested withdrawal right on behalf of the beneficiary's estate.

Section 5. Notice by Our Trustee of the Right to Withdraw

Our Trustee, within fifteen days following the transfer of property to the trust, shall provide written notice to each beneficiary then entitled to a right to withdraw that property has been transferred to the trust. The notice shall be delivered by hand or by mail to the last known address of the beneficiary and shall inform the beneficiary of the right of the beneficiary to withdraw.

a. Notice for Indirect Transfers

If an indirect transfer is made to the trust, our Trustee, within fifteen days of our Trustee's actual notice of such indirect transfer, shall provide written notice to each beneficiary then entitled to a right to withdraw that property has been transferred to the trust. The notice shall be delivered by hand or by mail to the last known address of the beneficiary and shall inform the beneficiary of the right of the beneficiary to withdraw.

b. Notice to Additional Beneficiaries

If additional individuals subsequently become qualified to be beneficiaries of the trust as a result of being born or adopted after this trust is signed, our Trustee shall give written notice to or on behalf of that beneficiary within a reasonable time after being informed of the additional beneficiary. This shall in no manner be deemed to permit us to add beneficiaries or expand the class of individuals to be beneficiaries.

Section 6. Minor or Disabled Beneficiaries

If a beneficiary entitled to make a withdrawal is a minor or under any other form of legal disability during all or part of any withdrawal period, the beneficiary's legal or natural guardian, conservator, or other personal representative shall be informed of, and may exercise, the withdrawal right on behalf of the beneficiary.

Section 7. Trustee Duties as to a Withdrawal Right

Our Trustee shall retain sufficient liquid trust property or other trust property which is transferable in order to satisfy the withdrawal rights which are then outstanding.

Our Trustee may distribute trust property in cash or in kind, including insurance policies held in the trust or interests in those policies, to a beneficiary making a withdrawal. Our Trustee is authorized to borrow, upon such terms as are reasonable and necessary, in order to provide for payment of amounts required by any exercise of withdrawal rights by a beneficiary.

Section 8. Indirect Transfers

The amount of any payment made directly to an insurance company by any party other than our Trustee of all or any part of a premium on a life insurance policy owned by the trust on our joint lives, or on the life of either of us, shall be considered a transfer to the trust.

The date of the transfer shall be the date of the premium payment to the extent that the payment is deemed to be a gift from one or both of us to the beneficiaries for

federal gift tax purposes.

Any such indirect transfer shall create withdrawal rights in an amount equal to the value of the deemed gift.

Section 9. Amounts Not Withdrawn

Any amount subject to a withdrawal right which is not withdrawn by the beneficiary of the withdrawal right shall be retained in trust and shall be administered as follows:

a. Distribution of Income and Principal

Our Trustee shall pay to or apply for the benefit of our beneficiaries as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, determines to be necessary or advisable for their education, health, maintenance, and support.

Any net income not distributed by our Trustee shall be accumulated and added to the principal of the trust.

b. Other Available Resources

In making distributions pursuant to this Section, our Trustee shall take into consideration, to the extent that our Trustee deems advisable in its sole and absolute discretion, any income or other resources which are available to our beneficiaries outside of the trust and are known to our Trustee.

c. Distributions in Discretion of Trustee

Our Trustee, in its sole and absolute discretion, may make distributions to or for the benefit of one or more trust beneficiaries to the complete exclusion of the other beneficiaries and may make distributions to beneficiaries in equal or unequal amounts.

A distribution to or for the benefit of a beneficiary shall be charged to the trust as a whole rather than against any ultimate share which the beneficiary may receive.

d. Discharge of a Legal Obligation

No payment or distribution shall be made by our Trustee for the discharge of any of our legal obligations, or otherwise for our monetary benefit.

e. Nonproductive Trust Property

While we are both living, our beneficiaries shall have the absolute right, at any time, to compel our Trustee to convert any nonproductive trust property to productive property. Our Trustee shall convert the property immediately after receiving written directions to that effect.

Section 10. Termination of the Lifetime Trust

This lifetime trust shall terminate upon the death of the second one of us to die, and the principal and any accrued and undistributed net income shall be distributed under the Articles that follow.

Article Four

Life Insurance

Section 1. Purchase of Life Insurance

Our Trustee may purchase and hold as trust property a policy or policies of insurance on either of our lives, our joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

Our Trustee may also receive any such policies made as a gift to the trust, and thereafter may hold and deal with the policies as the owner.

Our Trustee shall have the following powers, which may be exercised by it in its sole and absolute discretion, in addition to all other powers granted a policy owner:

a. Automatic Premium Loans

Our Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

b. Borrow for Premium Payments

Our Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source. Our Trustee may assign any such policy as security for the loan.

c. Exercise Option on a Policy

Our Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy.

d. Reduce or Convert a Policy

Our Trustee may reduce the amount of a policy or convert or exchange the policy.

e. Surrender a Policy

Our Trustee may surrender a policy at any time for its cash value.

f. Elect Paid-Up Insurance

Our Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

g. Sell Policies

Our Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policy.

h. Exercise All Other Rights, Options, or Benefits

Our Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

i. Rights upon Termination of Our Trust

Upon termination of our trust, our Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Our Trustee shall make every effort to transfer any policy insuring a beneficiary's life to that beneficiary as part of that beneficiary's distributive share.

Section 2. The Death of an Insured

Upon the death of an insured, our Trustee shall make all appropriate after-death elections with respect to insurance policies on the life of the insured then held by the trust.

a. Collection of Insurance Proceeds

Upon the death of an insured, our Trustee shall make every effort to collect all sums made payable to our trust or our Trustee.

Our Trustee may, in its sole and absolute discretion, exercise any of the settlement options that may be available under the terms of a policy held by our trust. Our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

b. Collection Proceedings

- Our Trustee may institute proceedings, whether in law or equity, administrative or otherwise, to enforce payment of such proceeds.

Our Trustee need not, except at its option, enter into or maintain any litigation or take action to enforce any payment until it has been indemnified to its satisfaction for all expenses and liabilities to which it, in its sole judgment, may be subjected.

Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle, and compromise any and all claims that may arise from the collection of any death proceeds. The decisions of our Trustee shall be binding and conclusive on all beneficiaries.

c. Liability of Payor

No person or entity which pays insurance proceeds to our Trustee as beneficiary shall be required to inquire into any of the provisions of our trust or to see to the application of any such proceeds by our Trustee.

The receipt of the proceeds by our Trustee shall relieve the payor of any further liability as a result of making such payment.

Article Five

Administration of Our Trust on the Death of a Trustmaker

Section 1. Purchase of Assets and Loans

Our Trustee is authorized to purchase and retain in the form received, as an addition to the trust, any property which is a part of the probate or trust estate of a deceased Trustmaker. In addition, our Trustee may make loans, with or without security, to such probate or trust estate. Our Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this Section.

Notwithstanding anything in this agreement to the contrary, our Trustee shall not have the power to use any trust property for the benefit of either of our estates as defined in Section 20.2042-1(b) of Title 26 of the Code of Federal Regulations, unless such property is included in a deceased Trustmaker's gross estate for federal estate tax purposes.

Section 2. Distributions of Amounts Included in a Trustmaker's Estate

Our Trustee shall distribute an amount equal to the value of any asset of this trust which is includible in a deceased Trustmaker's gross estate for federal estate tax purposes to the living trust of the deceased Trustmaker. The name of each Trustmaker's living trust, if any, is included on Schedule B of this agreement. Any amount so distributed shall be added to the property of the living trust and disposed of in accordance with its terms.

If either of us dies and a respective living trust is not in existence, our Trustee shall distribute the amount called for under this Section to the surviving Trustmaker. If there is no surviving Trustmaker, then the distribution shall be made to our descendants, per stirpes.

The value of any asset of our trust distributed under this Section shall be its value as finally determined for federal estate tax purposes.

Section 3. Administration of the Balance of the Trust Property

If one of us survives the other, the balance of the trust property shall continue to be held by our Trustee and administered in accordance with the prior provisions of this trust agreement: Upon the death of the survivor of us, or if neither of us survives the other, the balance of the trust property not disposed of under the prior provisions of this trust agreement shall be administered as provided in the Articles that follow.

Article Six

Generation-Skipping and Non-Generation-Skipping Trusts

Section 1. Division into Separate Shares

All trust property not previously distributed under the terms of our trust agreement shall be divided into as many shares as shall be necessary to create one equal share for each of our then living children and one equal share for each of our deceased children who has then living descendants.

Section 2. Creation of Exempt and Non-Exempt Shares for Children

If all trust property is not exempt from the generation-skipping tax, our Trustee shall divide the trust property constituting the trust share established in Section 1 above for each of our then living children into two separate shares of equal or unequal value, to permit allocation of generation-skipping tax exempt property to the share designated the "Exempt Share." The second share shall be designated the "Non-Exempt Share." Our Trustee shall allocate trust property to fund such shares as follows:

Our Trustee shall allocate to each child's Exempt Share such child's proportionate share (as determined in Section 1 of this Article) of trust property that is fully exempt from the generation-skipping tax.

Our Trustee shall allocate to each child's Non-Exempt Share such child's proportionate share (as determined in Section 1 of this Article) of the remaining trust property.

If all trust property is exempt from the generation-skipping tax, then all trust property constituting the trust share for each then living child of ours shall be allocated to the Exempt Share for such child and no Non-Exempt Share for such child shall be established.

Section 3. Division of Shares for Descendants of a Deceased Child

Our Trustee shall divide the trust property constituting the trust share established in Section 1 above for each of our deceased children who has then living descendants among such child's then living descendants, per stirpes, and establish a separate trust share for each of such descendants.

~~If all trust property is not exempt from the generation-skipping tax, our Trustee~~ shall then divide the trust property constituting the trust share established for each of such descendants into two separate shares of equal or unequal value, to permit allocation of generation-skipping tax exempt property to the share designated the "Exempt Share." The second share shall be designated the "Non-Exempt Share." Our Trustee shall allocate trust property to fund such shares as follows:

Our Trustee shall allocate to each such descendant's Exempt Share such descendant's proportionate share (as determined in the first paragraph of this Section 3) of trust property that is fully exempt from the generation-skipping-tax.

Our Trustee shall allocate to each such descendant's Non-Exempt Share such descendant's proportionate share (as determined in the first paragraph of this Section 3) of the remaining trust property.

If all trust property is exempt from the generation-skipping tax, then all trust property constituting the trust share for each such descendant shall be allocated to the Exempt Share for such descendant and no Non-Exempt Share for such descendant shall be established.

Notwithstanding the foregoing provisions of this Section 3, if all trust property is not exempt from the generation-skipping tax, then property that is exempt from the generation-skipping tax shall be allocated to the trust shares above established for our then living children before any trust property that is exempt from the generation-skipping tax is allocated under this Section 3 to the trust shares established for the then living descendants of a deceased child of ours, it being our intention that the trust shares of our then living children should be fully funded with property that is exempt from the generation-skipping tax before any such property is used to fund the shares for the then living descendants of a deceased child of ours pursuant to this Section 3.

Section 4. Administration of Shares

Separate accounts shall be maintained for each beneficiary's Exempt Share and Non-Exempt Share.

All trust shares established under this Article Six shall be administered and distributed as provided in Article Seven.

Article Seven

Distribution of Our Trust Property

~~Section 1. Distribution of Trust Shares for Each Child~~

The Exempt Share and the Non-Exempt Share of each child of ours who shall then be living shall be administered and distributed as follows:

a. Distribution of Exempt Share for ELIZABETH MARY FREI-PEARSON

The Exempt Share for ELIZABETH MARY FREI-PEARSON shall be held in trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, ELIZABETH MARY FREI-PEARSON as much of the net income from her Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of ELIZABETH MARY FREI-PEARSON.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, ELIZABETH MARY FREI-PEARSON as much of the principal from her Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of ELIZABETH MARY FREI-PEARSON.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to ELIZABETH MARY FREI-PEARSON it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to ELIZABETH MARY FREI-PEARSON, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to ELIZABETH MARY FREI-PEARSON which arise outside of this agreement and are known to our Trustee, and also the income and principal available to ELIZABETH MARY FREI-PEARSON from her Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of ELIZABETH MARY FREI-PEARSON prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of ELIZABETH MARY FREI-PEARSON

Upon the death of ELIZABETH MARY FREI-PEARSON, any property in her Exempt Share shall be distributed to or for the benefit of the descendants of ELIZABETH MARY FREI-PEARSON as ELIZABETH MARY FREI-PEARSON shall appoint either by a valid last will and testament or by a valid living trust agreement.

ELIZABETH MARY FREI-PEARSON may make distributions among her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as she shall determine. This limited testamentary power shall not be exercised in favor of her estate or the creditors of her estate.

To the extent that ELIZABETH MARY FREI-PEARSON shall fail to exercise this limited testamentary power of appointment, any property in her Exempt Share shall be

divided and allocated to ELIZABETH MARY FREI-PEARSON'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If ELIZABETH MARY FREI-PEARSON has no then living descendants, any property in her Exempt Share shall be ~~divided and allocated to our then living descendants, per~~ stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for ELIZABETH MARY FREI-PEARSON during her lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property

in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon ~~the death of their descendants for whom Exempt Shares shall~~ have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of ELIZABETH MARY FREI-PEARSON, per stirpes, and if there are no then living descendants of ELIZABETH MARY FREI-PEARSON, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

b. Distribution of the Non-Exempt Share for ELIZABETH MARY FREI-PEARSON

The Non-Exempt Share for ELIZABETH MARY FREI-PEARSON shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for ELIZABETH MARY FREI-PEARSON shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to ELIZABETH MARY FREI-PEARSON, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of ELIZABETH MARY FREI-PEARSON

ELIZABETH MARY FREI-PEARSON shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in her Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, ELIZABETH MARY FREI-PEARSON shall specifically refer to this power.

ELIZABETH MARY FREI-PEARSON shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to ELIZABETH MARY FREI-PEARSON the right to appoint property to her own estate. It also specifically grants to ELIZABETH MARY FREI-PEARSON the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as she may elect.

Any property in the Non-Exempt Share of ELIZABETH MARY FREI-PEARSON which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of ELIZABETH MARY FREI-PEARSON, per stirpes.

If ELIZABETH MARY FREI-PEARSON has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living

descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

c. ~~Distribution of Exempt Share for EMIL FREI, IV~~

The Exempt Share for EMIL FREI, IV shall be held in trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, EMIL FREI, IV as much of the net income from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of EMIL FREI, IV.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, EMIL FREI, IV as much of the principal from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of EMIL FREI, IV.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to EMIL FREI, IV it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to EMIL FREI, IV, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to EMIL FREI, IV which arise outside of this agreement and are known to our Trustee, and also the

income and principal available to EMIL FREI, IV from his Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of EMIL FREI, IV prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of EMIL FREI, IV

Upon the death of EMIL FREI, IV, any property in his Exempt Share shall be distributed to or for the benefit of the descendants of EMIL FREI, IV as EMIL FREI, IV shall appoint either by a valid last will and testament or by a valid living trust agreement.

EMIL FREI, IV may make distributions among his descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as he shall determine. This limited testamentary power shall not be exercised in favor of his estate or the creditors of his estate.

To the extent that EMIL FREI, IV shall fail to exercise this limited testamentary power of appointment, any property in his Exempt Share shall be divided and allocated to EMIL FREI, IV'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If EMIL FREI, IV has no then living descendants, any property in his Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for EMIL FREI, IV during his lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at

his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of EMIL FREI, IV, per stirpes, and if there are no then living descendants of EMIL FREI, IV, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

d. Distribution of the Non-Exempt Share for EMIL FREI, IV

The Non-Exempt Share for EMIL FREI, IV shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for EMIL FREI, IV shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to EMIL FREI, IV, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of EMIL FREI, IV

EMIL FREI, IV shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in his Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, EMIL FREI, IV shall specifically refer to this power.

EMIL FREI, IV shall have the sole and exclusive right to

exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to EMIL FREI, IV the right to appoint property to his own estate. It also specifically grants to EMIL FREI, IV the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such ~~terms and conditions, whether outright or in trust, as he may~~ elect.

Any property in the Non-Exempt Share of EMIL FREI, IV which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of EMIL FREI, IV, per stirpes.

If EMIL FREI, IV has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

e. Distribution of Exempt Share for ALICE C. FREI

The Exempt Share for ALICE C. FREI shall be held in trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, ALICE C. FREI as much of the net income from her Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of ALICE C. FREI.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, ALICE C. FREI as much of the principal from her Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of ALICE C. FREI.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to ALICE C. FREI it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to ALICE C. FREI, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to ALICE C. FREI which arise outside of this agreement and are known to our Trustee, and also the income and principal available to ALICE C. FREI from her Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of ALICE C. FREI prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of ALICE C. FREI

Upon the death of ALICE C. FREI, any property in her Exempt Share shall be distributed to or for the benefit of the descendants of ALICE C. FREI as ALICE C. FREI shall appoint either by a valid last will and testament or by a valid living trust agreement.

ALICE C. FREI may make distributions among her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as she shall determine. This limited testamentary power shall not be exercised in favor of her estate or the creditors of her estate.

To the extent that ALICE C. FREI shall fail to exercise this limited testamentary power of appointment, any property in her Exempt Share shall be divided and allocated to ALICE C. FREI'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

~~If ALICE C. FREI has no then living descendants, any~~ property in her Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for ALICE C. FREI during her lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise

this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of ALICE C. FREI, per stirpes, and if there are no then living descendants of ALICE C. FREI, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

f. Distribution of the Non-Exempt Share for ALICE C. FREI

The Non-Exempt Share for ALICE C. FREI shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for ALICE C. FREI shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to ALICE C. FREI, free of the trust.

2. Distribution of the Non-Exempt Share on the Death
of ALICE C. FREI

ALICE C. FREI shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in her Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, ALICE C. FREI shall specifically refer to this power.

ALICE C. FREI shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to ALICE C. FREI the right to appoint property to her own estate. It also specifically grants to ALICE C. FREI the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as she may elect.

Any property in the Non-Exempt Share of ALICE C. FREI which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of ALICE C. FREI, per stirpes.

If ALICE C. FREI has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

g. Distribution of Exempt Share for NANCY FREI

The Exempt Share for NANCY FREI shall be held in trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, NANCY FREI as much of the net income from her Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of NANCY FREI.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, NANCY FREI as much of the principal from her Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of NANCY FREI.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to NANCY FREI it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to NANCY FREI, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to NANCY FREI which arise outside of this agreement and are known to our Trustee, and also the income and principal available to NANCY FREI from her Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of NANCY FREI prior to making

any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of NANCY FREI

Upon the death of NANCY FREI, any property in her Exempt Share shall be distributed to or for the benefit of the descendants of NANCY FREI as NANCY FREI shall appoint either by a valid last will and testament or by a valid living trust agreement.

NANCY FREI may make distributions among her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as she shall determine. This limited testamentary power shall not be exercised in favor of her estate or the creditors of her estate.

To the extent that NANCY FREI shall fail to exercise this limited testamentary power of appointment, any property in her Exempt Share shall be divided and allocated to NANCY FREI'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If NANCY FREI has no then living descendants, any property in her Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for NANCY

FREI during her lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of NANCY FREI, per stirpes, and if there are no

then living descendants of NANCY FREI, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

~~If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.~~

h. Distribution of the Non-Exempt Share for NANCY FREI

The Non-Exempt Share for NANCY FREI shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for NANCY FREI shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to NANCY FREI, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of NANCY FREI

NANCY FREI shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in her Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, NANCY FREI shall specifically refer to this power.

NANCY FREI shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to NANCY FREI the right to appoint property to her own estate. It also specifically grants to NANCY FREI the right to appoint the property among persons, corporations, or

other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as she may elect.

Any property in the Non-Exempt Share of NANCY FREI which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to ~~such power because it is not taxable as a generation-skipping~~ transfer shall be distributed to the then living descendants of NANCY FREI, per stirpes.

If NANCY FREI has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

i. **Distribution of Exempt Share for JUDITH FREI-HOWE**

The Exempt Share for JUDITH FREI-HOWE shall be held in trust and administered and distributed as follows:

1. **Distributions of Net Income of the Exempt Share**

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, JUDITH FREI-HOWE as much of the net income from her Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of JUDITH FREI-HOWE.

2. **Distributions of Principal of the Exempt Share**

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, JUDITH FREI-HOWE as much of the principal from her Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of JUDITH FREI-HOWE.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to JUDITH FREI-HOWE it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to JUDITH FREI-HOWE, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to JUDITH FREI-HOWE which arise outside of this agreement and are known to our Trustee, and also the income and principal available to JUDITH FREI-HOWE from her Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of JUDITH FREI-HOWE prior to making any discretionary distributions hereunder.

4. Distribution of the Exempt Share on the Death of JUDITH FREI-HOWE

Upon the death of JUDITH FREI-HOWE, any property in her Exempt Share shall be distributed to or for the benefit of the descendants of JUDITH FREI-HOWE as JUDITH FREI-HOWE shall appoint either by a valid last will and testament or by a valid living trust agreement.

JUDITH FREI-HOWE may make distributions among her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as she shall determine. This limited testamentary power shall not be exercised in favor of her estate or the creditors of her estate.

To the extent that JUDITH FREI-HOWE shall fail to exercise this limited testamentary power of appointment, any property in her Exempt Share shall be divided and allocated to JUDITH FREI-HOWE'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If JUDITH FREI-HOWE has no then living descendants, any property in her Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for JUDITH FREI-HOWE during her lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for

whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of JUDITH FREI-HOWE, per stirpes, and if there are no then living descendants of JUDITH FREI-HOWE, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

j. Distribution of the Non-Exempt Share for JUDITH FREI-HOWE

The Non-Exempt Share for JUDITH FREI-HOWE shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for JUDITH FREI-HOWE shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to JUDITH FREI-

HOWE, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of JUDITH FREI-HOWE

JUDITH FREI-HOWE shall have the unlimited and ~~unrestricted testamentary general power to appoint, by a valid~~ last will and testament or by a valid living trust agreement, any property remaining in her Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, JUDITH FREI-HOWE shall specifically refer to this power.

JUDITH FREI-HOWE shall have the sole and exclusive right to exercise this testamentary general power of appointment.

This testamentary general power of appointment specifically grants to JUDITH FREI-HOWE the right to appoint property to her own estate. It also specifically grants to JUDITH FREI-HOWE the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as she may elect.

Any property in the Non-Exempt Share of JUDITH FREI-HOWE which is not distributed pursuant to the exercise of this testamentary general power of appointment or is not subject to such power because it is not taxable as a generation-skipping transfer shall be distributed to the then living descendants of JUDITH FREI-HOWE, per stirpes.

If JUDITH FREI-HOWE has no then living descendants, our Trustee shall distribute the balance of the property of the Non-Exempt Share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eight of this agreement.

k. **Distribution of Exempt Share for STEPHEN MARTIN BROCK**

The Exempt Share for STEPHEN MARTIN BROCK shall be held in trust and administered and distributed as follows:

1. Distributions of Net Income of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, STEPHEN MARTIN BROCK as much of the net income from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of STEPHEN MARTIN BROCK.

2. Distributions of Principal of the Exempt Share

Our Trustee, in its sole and absolute discretion, shall apply to, or for the benefit of, STEPHEN MARTIN BROCK as much of the principal from his Exempt Share as our Trustee deems advisable for the education, health, maintenance, and support of STEPHEN MARTIN BROCK.

3. Guidelines for Discretionary Distributions from the Exempt Share

To the extent that we have given our Trustee any discretionary authority over the distribution of income or principal from the Exempt Share to STEPHEN MARTIN BROCK it is our desire that our Trustee be liberal in exercising such discretion.

In making discretionary distributions to STEPHEN MARTIN BROCK, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to STEPHEN MARTIN BROCK which arise outside of this agreement and are known to our Trustee, and also the income and principal available to STEPHEN MARTIN BROCK from his Non-Exempt Share.

It is our express desire that our Trustee take into consideration the future probable needs of STEPHEN MARTIN BROCK

prior to making any discretionary distributions hereunder.

**4. Distribution of the Exempt Share on the Death of
STEPHEN MARTIN BROCK**

Upon the death of STEPHEN MARTIN BROCK, any ~~property in his Exempt Share shall be distributed to or for the~~ benefit of the descendants of STEPHEN MARTIN BROCK as STEPHEN MARTIN BROCK shall appoint either by a valid last will and testament or by a valid living trust agreement.

STEPHEN MARTIN BROCK may make distributions among his descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as he shall determine. This limited testamentary power shall not be exercised in favor of his estate or the creditors of his estate.

To the extent that STEPHEN MARTIN BROCK shall fail to exercise this limited testamentary power of appointment, any property in his Exempt Share shall be divided and allocated to STEPHEN MARTIN BROCK'S then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants in accordance with subsection 5 below.

If STEPHEN MARTIN BROCK has no then living descendants, any property in his Exempt Share shall be divided and allocated to our then living descendants, per stirpes, to be added to the Exempt Shares being held and administered for each of such descendants or, if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with subsection 5 below.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

5. Distribution of Exempt Shares for Descendants

Any Exempt Shares established pursuant to subsection 4 above or pursuant to this subsection 5 shall be held and administered upon the same terms and provisions set forth in this Section 1 that governed the Exempt Share for STEPHEN MARTIN BROCK during his lifetime.

Upon the death of any beneficiary for whom an Exempt Share shall have been established pursuant to subsection 4 or this subsection 5, any property in such beneficiary's Exempt Share shall be distributed to or for the benefit of the descendants of such beneficiary as such beneficiary shall appoint either by a valid last will and testament or by a valid living trust agreement.

Such beneficiary may make distributions among his or her descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as such beneficiary shall determine. This limited testamentary power shall not be exercised in favor of the estate or the creditors of the estate of such beneficiary.

To the extent that any such beneficiary shall fail to exercise this limited testamentary power of appointment, any property in the Exempt Share of such beneficiary shall be divided and allocated to such beneficiary's then living descendants, per stirpes, to be held and administered in separate Exempt Shares for each of such descendants.

Upon the death of the descendants of such beneficiary for whom Exempt Shares shall have been established, and upon the death of their descendants for whom Exempt Shares shall have been established, generation to generation, until the expiration of the period described in Section 2 of Article Thirteen of this agreement, Exempt Shares shall be established for the descendants of a deceased beneficiary, per stirpes, and held and administered pursuant to the provisions of this subsection 5. Upon the expiration of the period described in Section 2 of Article Thirteen, such shares shall be distributed as therein provided.

If any beneficiary of an Exempt Share established pursuant to subsection 4 or this subsection 5 has no descendants living at

his or her death, any property in the Exempt Share of such beneficiary shall be divided and allocated to the then living descendants of the marriage of the parents of such beneficiary, per stirpes, and, if there are no then living descendants of the marriage of the parents of such beneficiary, to the then living descendants of STEPHEN MARTIN BROCK, per stirpes, and if there are no then living descendants of STEPHEN MARTIN BROCK, to our then living descendants, per stirpes, in each case to be added to the Exempt Share being held or administered for each of such descendants or if no Exempt Share is being held for a descendant, to be held for that descendant in an Exempt Share in accordance with this subsection 5.

If we have no then living descendants, our Trustee shall distribute such trust property as provided in Article Eight of this agreement.

I. Distribution of the Non-Exempt Share for STEPHEN MARTIN BROCK

The Non-Exempt Share for STEPHEN MARTIN BROCK shall be distributed as follows:

1. Distribution of the Non-Exempt Share

The trust share set aside for STEPHEN MARTIN BROCK shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to STEPHEN MARTIN BROCK, free of the trust.

2. Distribution of the Non-Exempt Share on the Death of STEPHEN MARTIN BROCK

STEPHEN MARTIN BROCK shall have the unlimited and unrestricted testamentary general power to appoint, by a valid last will and testament or by a valid living trust agreement, any property remaining in his Non-Exempt Share, the distribution of which would otherwise constitute a taxable generation-skipping transfer. In exercising this testamentary general power of appointment, STEPHEN MARTIN BROCK shall

SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF THE FREI
IRREVOCABLE TRUST DATED OCTOBER
29, 1996

Supreme Court No. 68029

STEPHEN BROCK

Appellant,

v.

PREMIER TRUST, INC.; LAWRENCE
HOWE; AND ELIZABETH MARY FREI,

Respondents.

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PREMIER TRUST, INC.'S APPENDIX

APPEAL FROM THE EIGHTH JUDICIAL DISTRICT COURT

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Securities, Inc. Mortgage Pass-Through
Certificates Series 2005-AR2*

APPENDIX OF DOCUMENTS

<u>EXHIBIT NO.</u>	<u>DOCUMENT DESCRIPTION</u>	<u>BATE NO.</u>
1	1.The Frei Irrevocable Trust	(PT00001-PT00110)
2	Complaint in Case No. A-09-588750-C	(PT 00111 - PT00125)
3	March 11, 2009 Petition to Reform Frei Trust in Case No. P-09-065257-T	(PT00126-PT00260)
4	Commissioner Report and Recommendation in Case No. P065257	(PT00261-PT00270)
5	Notice of Entry of Order on Order Approving Probate Commissioner Report and Recommendation in Case No. P065257	(PT00271-PT00274)
6	Premier Trust Acceptance of Trusteeship of Frei Trust	(PT00275-PT00279)
7	Settlement Transcript for District Court Case A588750 Before Judge Ken Cory	(PT00280-PT00305)
8	June 2010 Order in Case No. P-09-065235	(PT00306-PT00314)
9	9. Petition to Confirm Trustee to the Adoria S. Frei Trust in Case P065235	(PT00315-PT00391)
10	Complaint filed in Clark County District Court Case No. A-10-609292-C	(PT00392-PT00402)
11	Complaint filed in Clark County District Court Case No. A-10-607772-C	(PT00403-PT00409)
12	Notice of Entry of Order of Stipulation and Order for Dismissal in Case No. A588750 Dated April 22, 2011	(PT00410-PT00414)