

A. The share of the trust estate which is entirely exempt from generation-skipping tax shall be held and disposed of as follows:

(1) During the lifetime of WINFIELD BUECKING DAVIS, the Trustee may pay CAROLINE D. DAVIS, CHRISTOPHER D. DAVIS and WINFIELD BUECKING DAVIS, and any of their descendants, or any one or more of them, such part of all of the income and principal of the trust (even to the extent of exhausting the trust) at such time or times and in such equal or unequal proportions among them as the Trustee believes necessary for the health, education, maintenance and support of CAROLINE D. DAVIS, CHRISTOPHER D. DAVIS, WINFIELD BUECKING DAVIS, and their descendants. Such payments shall be made from the income of the trust estate to the extent such income is available, and any deficiency shall be paid out of principal. Any undistributed income shall be accumulated and from time to time added to principal.

(2) Upon the death of WINFIELD BUECKING DAVIS, the principal of the trust and all accrued or undistributed income thereof not effectively disposed of by the above provisions shall be distributed to or for the benefit of such one or more persons or organizations in such proportions and subject to such trusts, powers and conditions as WINFIELD BUECKING DAVIS may provide and appoint by Will specifically referring to this special power to appoint; provided, however, that WINFIELD BUECKING DAVIS shall not have the power to appoint to or for the benefit of himself, his estate, or the creditors of either. The Trustees may rely on a

Will admitted to probate in any jurisdiction as the Last Will of WINFIELD BUECKING DAVIS or may assume he had no Will in the absence of actual knowledge of a Will within three months after his death.

(3) Upon the death of WINFIELD BUECKING DAVIS, or on Settlor's death if such child predeceases her, any unappointed principal or interest of the trust not effectively disposed of by any other provisions of this paragraph A shall be distributed per stirpes to the then living descendants of WINFIELD BUECKING DAVIS, if any, otherwise per stirpes to Settlor's then living descendants, except that, if any such descendant has not attained the age of thirty-five (35) years, the Trustee shall retain any property otherwise distributable to such descendant as a separate trust named for such descendant, to be administered and distributed as provided in paragraph 3 below.

B. The share of the trust estate which is not entirely exempt from generation-skipping tax by reason of any generation-skipping tax exemption allocated at Settlor's death or for any other reason shall be distributed in equal shares to Settlor's children, CAROLINE D. DAVIS and CHRISTOPHER D. DAVIS. If either child of Settlor shall not then be living but have issue then living, subject to the provisions of paragraph 3 below, such issue shall take per stirpes the share which such child would have taken had he then been living. If any child of Settlor shall not then be living and have no issue then living, the share of such child shall lapse and the share of the other child of Settlor then living (or the share of the issue of the other) shall be increased

proportionately. If both of Settlor's children shall not then be living and have no issue then living, such property shall be distributed to such person or persons in the shares and proportions in which Settlor's Administrator would have been required to distribute the same had Settlor died intestate, a resident of the State of Missouri and possessed of such property at such time.

3. If distribution is to be made to any descendant of Settlor who has not attained the age of thirty-five (35) years at such time, his or her share shall be retained as a separate trust, upon the trusts and for the uses and purposes hereinafter stated. The Trustees shall hold, manage, invest and reinvest such property, shall collect and receive all interest and income therefrom, and shall distribute such property and said interest and income (hereinafter called the "trust estate") as follows:

A. Until each descendant for whom a trust is created shall attain the age of thirty-five (35) years, and notwithstanding the provisions below for the payment to him or her of certain portions of his or her share of the trust estate upon his or her attaining a certain age, the Trustees shall pay to or for each descendant's benefit such sum or sums as the Trustees shall conclude are necessary for such descendant's health, maintenance, support and education. Such payments shall be made from the income of each descendant's trust estate to the extent that such income is available, and any deficiency shall be paid out of principal. Any excess net income shall be accumulated and added to principal.

B. When each descendant for whom a trust is created shall attain the age of twenty-five (25) years, or upon establishment of these separate trusts for any descendant who has attained the age of twenty-five (25) years but not attained the age of thirty (30) years at that time, one-third (1/3) of the assets at that time comprising his or her trust estate shall be distributed to him or her free and clear of all trusts. When each descendant for whom a trust is created shall attain the age of thirty (30) years, or upon establishment of these separate trusts for any descendant who has attained the age of thirty (30) years but who has not attained the age of thirty-five (35) years at that time, one-half (1/2) of the assets at that time comprising his or her trust estate shall be distributed to him or her free and clear of all trusts. When each descendant for whom a trust is created shall attain the age of thirty-five (35) years, or upon establishment of these separate trusts for any descendant who has attained the age of thirty-five (35) years at that time, all of the assets at that time comprising his or her trust estate, including all accrued interest and income, shall be distributed to him or her free and clear of all trusts.

C. If any descendant of Settlor for whom a trust is created shall die during the administration of his or her trust without attaining the age of thirty-five (35) years, his or her trust shall terminate and all of the unappointed assets at that time comprising his or her trust estate shall be distributed as he or she appoints by Will specifically referring to this power of



appointment, each such descendant of Settlor hereby being granted full power to appoint, free of the trust, the entire principal and income remaining in his or her trust at the time of his or her death, so appointing the same in favor of his or her estate or in favor of any one or more persons or partly in favor of any one or more persons in any manner, either outright or in trust, and under any conditions, limitations or provisions which he or she may designate, and said general power of appointment shall be exercisable by Settlor's descendant alone and in all events. If, however, Settlor's descendant fails to exercise said general power of appointment; or if any exercise by him or her is invalid or for any reason whatsoever fails to take effect, his or her trust shall terminate and all of the unappointed assets at that time comprising his or her trust estate shall be distributed to such descendant's issue then living, per stirpes. If such descendant has no issue then living, all of the unappointed assets at that time comprising his or her trust estate shall be distributed to his or her parent's issue then living, per stirpes, and if none, then to Settlor's issue then living, per stirpes; provided, that if any then living descendant of Settlor is under the age of thirty-five (35) years, the assets which otherwise would be distributed to him or her outright if he were not under such age shall be distributed to his or her trust estate. If Settlor has no issue then living, any trust then in existence shall terminate and the Trustees shall distribute all of the unappointed assets then comprising the trust estate, including all accrued interest and income, to such person

or persons in the shares and proportions in which Settlor's Administrator would have been required to distribute the same had Settlor died intestate, a resident of the State of Missouri and possessed of such property at such time.

4. In any event, and regardless of each and any of the above and foregoing provisions, twenty-one (21) years after the death of the last to die of all of the beneficiaries herein named or described who are living at the date of Settlor's death, all trusts hereunder shall terminate, if the same have not already terminated by said time, and all of the assets then comprising the trust estate, including all accrued interest and income, shall be distributed free and clear of all trusts to the person or persons then entitled to receive the same in accordance with the foregoing provisions.

#### EIGHTH.

1. If for any reason BEATRICE B. DAVIS is incapacitated or otherwise cannot act or shall cease to serve as Trustee hereunder, CHRISTOPHER D. DAVIS and CAROLINE D. DAVIS shall serve as Successor Trustees. If either CHRISTOPHER D. DAVIS or CAROLINE D. DAVIS cannot act or shall cease to serve as Trustee, CHRISTOPHER J. ANDERSON shall serve as Trustee in his or her place. If for any reason any two of the above three persons cannot act or shall cease to serve as Trustee, the remaining Trustee shall serve as sole Trustee.

2. The individual Trustees, acting unanimously if there is more than one, may appoint, as Co-Trustee or as Successor Trustee, any bank or trust company possessing trust powers and having an aggregate capital, surplus and undivided profits of at least Five Million Dollars (\$5,000,000.00). In the event a Successor Trustee is designated, such designation shall include the consent of the Successor Trustee to serve as such. Any such designated corporate Co-Trustee or Successor Trustee may be removed at any time by the individual Trustee or Trustees (acting unanimously if there is more than one).

3. Any Trustee acting hereunder may resign at any time by delivering not less than thirty (30) days' written notice to Settlor, during her lifetime, and, after her death, to all of the legally competent beneficiaries over twenty-one (21) years of age to whom income may then be payable and, thereafter, the successor Trustee or Trustees, as provided herein, shall serve until all trusts hereunder are terminated. Settlor may remove any Trustee at any time acting hereunder by an instrument in writing delivered to her not less than thirty (30) days prior to the effective date of such removal.

4. Settlor, or the beneficiaries, to whom such notice of resignation shall be given by the Trustee or who shall exercise such power of removal, may, without liability to any present or future beneficiary, approve the accounts of, and give a full and complete release and discharge to, any such resigned or removed Trustee and if there are no Trustees named in paragraph 1 or

designated in paragraph 2 willing and able to serve, may appoint as Successor Trustee any bank or trust company organized under the laws of the United States, or one of the States thereof, possessing trust powers and having an aggregate capital, surplus and undivided profits of at least Five Million Dollars (\$5,000,000.00).

NINTH. The Trustee shall have the following powers, and any others that may be granted by law, with respect to each trust, to be exercised as the Trustee in her discretion shall determine to be to the best interests of the beneficiaries:

1. To retain any property or undivided interests in property received from any source, including residential property, regardless of any lack of diversification, risk or nonproductivity;

2. To invest and reinvest the trust estate in bonds, notes, stocks of corporations regardless of class, common trust funds, real estate or any interest in real estate, interests in trusts or in any other property or undivided interests in property, wherever located, without being limited by any statute or rule of law concerning investments by trustees;

3. To sell any trust property, for cash or on credit, at public or private sales; to exchange any trust property for other property; to grant options to purchase or acquire any trust property; and to determine the prices and terms of sales, exchanges and options;

4. To operate, maintain, repair, rehabilitate, alter, improve or remove any improvements on real estate; to make leases and subleases for terms of any length, even though the terms may extend beyond the termination of the trust; to subdivide real estate; to grant easements, give consents and make contracts relating to real estate or its use; and to release or dedicate any interest in real estate;

5. To borrow money for any purpose, either from the banking department of a corporate trustee or from others, and to mortgage or pledge any trust property;

6. To employ attorneys, auditors, depositaries and agents, with or without discretionary powers; to exercise in person or by proxy all voting and other rights with respect to stocks or other securities; and to keep any property in bearer form or in the name of the Trustee, a nominee of the Trustee or a nominee of the depositary used by the Trustee with or without disclosure of any fiduciary relationship;

7. To determine in an equitable manner with due regard to the respective interests of any income beneficiary and any remainderman the allocation or apportionment of all receipts and disbursements between income and principal; the Trustee shall not set aside reserves for depreciation unless the Trustee deems it to be necessary for the preservation of tangible property to create reasonable reserves for rehabilitation, major repairs or replacement of such property;

8. To take any action with respect to conserving or realizing upon the value of any trust property and with respect to foreclosures, reorganizations or other changes affecting the trust property; to collect, pay, contest, compromise or abandon demands of or against the trust estate wherever situated; and to execute contracts, notes, conveyances and other instruments, including instruments containing covenants, representations and warranties binding upon and creating a charge against the trust estate and containing provisions excluding personal liability;

9. To receive additional property from any source and add it to the trust estate;

10. To enter into any transaction authorized by this paragraph with trustees, executors or administrators of any trust or estate in which any beneficiary has an interest even though any such trustee or representative is also a trustee under this instrument; and in any such transaction to purchase property, or make loans on notes secured by property, even though similar or identical property constitutes all or a large proportion of the balance of the trust estate, and to retain any such property or note with the same freedom as if it had been an original part of the trust estate;

11. To make any distribution or division of the trust property in cash or in kind or both, and to continue to exercise any powers and discretion for a reasonable period after the termination of the trust, but only for so long as no rule of law relating to perpetuities would be violated;

12. To allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or trusts, and to determine the value of any such property; and to make joint investments of funds in the trusts, and to hold the several trusts as a common fund dividing the net income among the beneficiaries of the several trusts proportionately;

13. To transfer the assets of any trust to another situs and to appoint as a special trustee any individual or corporation authorized under the laws of the United States or of any state to administer trusts and to remove any special trustee and reappoint itself;



14. To collect in any manner the net proceeds of any employee benefit plan, individual retirement account, deferred compensation plan or life insurance policy; payment to and the receipt of the Trustee shall be a full discharge of the liability of any payor, which need not take notice of this instrument or see to the application of any payment; the Trustee need not engage in litigation to enforce payment without indemnification satisfactory to her for any resulting expense.

15. The Trustee shall allow Settlor the right personally to occupy rent-free any residential property, which property or any interest therein (including any interest as owner, lessee, shareholder, trust beneficiary, or otherwise) from time to time forms a part of the trust principal. At any time or times while Settlor shall have that right the Trustee may, with Settlor's written approval (that approval being required only if Settlor is not incapacitated):

(a) Sell the interest in residential property forming a part of the trust principal and invest such amounts as the Trustee believes desirable in any other interest in residential property selected by the Trustee; or

(b) Terminate the right given to Settlor under this paragraph and lease, sell, or otherwise dispose of or administer any such interest in residential property in the same manner as any other trust asset.

Additionally, for so long as any such residential property is encumbered with a mortgage or deed of trust incorporating a "due on sale" acceleration clause, the Trustee shall have no authority to sell or transfer any interest in the property to any one except Settlor without the lender's written consent (or payment of the balance due secured by the mortgage or deed of trust); and no amendment to this Indenture which changes the beneficiary during Settlor's lifetime shall be effective unless the lender gives its prior written consent to such amendment.

16. If any beneficiary to whom the Trustee is directed in a preceding provision to distribute any share of trust principal is under the age of twenty-one years or a legal disability other than age when the distribution is to be made and if the Trustee is not otherwise directed in this instrument to hold such share in trust, such beneficiary's share shall vest in interest in him indefeasibly, but the Trustee may in her discretion distribute such share to a custodian under any transfer to minors law (including any appropriate Gifts to Minors Act or Transfer to Minors Law) or hold it as a separate trust for such period of time as the Trustee deems advisable, but not after the time the beneficiary reaches that age or is no longer under a disability other than age. If the Trustee holds such share as a separate trust, the Trustee may use for the benefit of the beneficiary so much of the income and



established from one or more sources, nonexempt property or trusts shall not be added to or combined with exempt property or trusts, even if this requires the establishment of additional separate trusts with the same terms and provisions. If, for example, the terms of what would otherwise be one trust direct that, on termination (or on failure to exercise a power of appointment), trust property is to be added to another trust, the exempt property of a separate trust that had been derived from the terminating trust shall be added only to an exempt trust derived from the recipient trust; nonexempt property shall be added only to a nonexempt recipient trust; and if no appropriate recipient trust exists for either exempt or nonexempt property, then a new trust of that character shall be established with the same terms and provisions as those of the trust that would otherwise receive that property under the original trust terms.

(d) For purposes of this paragraph, the term "exempt" refers to a trust or property that has a generation-skipping tax inclusion ratio of zero, and the term "nonexempt" refers to a trust or property that has a generation-skipping inclusion ratio of one.

34. The Trustees may entrust sole custody of any securities, cash, or other property held by them to either of them. Either Trustee may, by instrument in writing, from time to time, delegate to the other the exercise of any or all of the powers conferred upon the Trustees by this instrument, and may at pleasure revoke any such delegation, which revocation shall be effective upon receipt. Any person dealing with the Trustees shall be absolutely protected in relying upon the certification of any Trustee as to (a) who are the Trustees at any time and from time to time; and (b) the extent of the authority of the Trustee or Trustees by reason of any delegation or otherwise.

IN WITNESS WHEREOF, this instrument has been executed, as of the day and year first above written, in multipart, each one of which shall be deemed an original, by the Settlor and the Trustee.

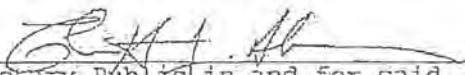
Beatrice B. Davis  
BEATRICE B. DAVIS, SETTLOR

Beatrice B. Davis  
BEATRICE B. DAVIS, TRUSTEE

STATE OF MISSOURI    }  
                              } SS.  
COUNTY OF JACKSON    }

On this 11 day of May, 1998, before me, the undersigned, a Notary Public, personally appeared BEATRICE B. DAVIS, to me known to be the same person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free and voluntary act and deed as Settlor and Trustee of this Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

  
Notary Public in and for said  
County and State

My commission expires:

CHRISTOPHER J. ANDERSON Notary Public - Notary Seal STATE OF MISSOURI Jackson County My Commission Expires: Nov. 12, 2001
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# Exhibit 23

# Exhibit 23

## Affidavit of Trust

### The Beatrice B. Davis Revocable Trust Indenture

1. The following trust is the subject of this Affidavit:  
  
Christopher D. Davis and Caroline D. Davis, Trustees, or their successors in trust, under the BEATRICE B. DAVIS REVOCABLE TRUST INDENTURE, dated April 4, 1990, as amended. (the "Trust")
2. The name and address of the currently acting Trustees of the trust is as follows:

Name:	Address:
Christopher D. Davis	514 West 26 <sup>th</sup> Street, Suite 3E Kansas City, Missouri 64108
Caroline D. Davis	2501 Nob Hill Place North Seattle, Washington 98109
3. Beatrice B. Davis, initial trustee of the Trust, who had been observed by home healthcare workers, and hospital nurses as periodically exhibiting impaired judgment and behavior, was diagnosed by her attending physician, Dr. Peter Holt as suffering from mild dementia on or about March 13, 2007.
4. Article Eighth, Paragraph 1 of the Trust states: "If for any reason Beatrice B. Davis is incapacitated or otherwise cannot act or shall cease to serve as Trustee hereunder, Christopher D. Davis and Caroline D. Davis shall serve as Successor Trustees."
5. On March 22, 2007, Christopher D. Davis and Caroline D. Davis, after discussion, determined that it would be in the best interest of Beatrice B. Davis for them to assume their roles as Successor Trustees pursuant to Article Eight of the Trust.
6. The Trust was amended on February 3, 1997, was subsequently amended on May 11, 1998, and has not been amended since May 11, 1998. The Trust is presently in full force and effect.
7. The signatories of this Affidavit are the currently acting Trustees of the Trust and hereby declare that the foregoing statements and the attached trust provisions are true and correct, under penalty of perjury.
8. This Affidavit is dated March 22, 2007.

[ SIGNATURES AND ACKNOWLEDGMENTS ON NEXT PAGE ]

IN WITNESS WHEREOF, as affiants, we have executed this Affidavit as of this 22<sup>nd</sup> day of March, 2007 in multiple counterpart originals, and have directed photographic copies of this Affidavit be made which shall have the same force and effect as an original.

\_\_\_\_\_  
Christopher D. Davis

\_\_\_\_\_  
Caroline D. Davis

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

SS:

On this \_\_\_\_ day of March, 2007, before me the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Christopher D. Davis, to me known to be the person who signed the foregoing affidavit and acknowledged that he signed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(Seal)

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

SS:

On this \_\_\_\_ day of March, 2007, before me the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Caroline D. Davis, to me known to be the person who signed the foregoing affidavit and acknowledged that she signed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(Seal)

# Exhibit 24

# Exhibit 24



## DELEGATION OF AUTHORITY

I, Caroline D. Davis Successor Trustee under the Beatrice B. Davis Revocable Trust Indenture, dated April 4, 1990, as amended (the "Trust"), hereby delegate to Christopher D. Davis, Successor Trustee of the Trust:

Authority to act singly on behalf of the Trust, and without prior consultation or agreement in exercising the all of the powers granted in Article NINTH of the Trust, and to perform all acts on behalf of the Trust as may be appropriate, necessary, or proper for the Trust in contemplation of such Article NINTH.

I hereby agree to ratify and confirm all and whatsoever acts Christopher D. Davis may lawfully do or cause to be done by virtue of this Delegation of Authority.

This Delegation of Authority is made pursuant to Article NINTH, Paragraph 34 of the Trust and shall remain effective until revoked, in writing, by the undersigned.

IN WITNESS WHEREOF, I have signed this Delegation of Authority as of the 22<sup>nd</sup> day of March, 2007.

\_\_\_\_\_  
Caroline D. Davis, Trustee

# Exhibit 25

# Exhibit 25

### REVOCATION OF DELEGATION OF AUTHORITY

This Revocation of Delegation of Authority is made and entered into this \_\_\_\_ day of September, 2014 by CAROLINE D. DAVIS, as Successor Co-Trustee of the Beatrice B. Davis Revocable Trust, dated April 4, 1990, as amended (the "Trust").

WHEREAS, pursuant to Article Ninth, Section 34, CAROLINE D. DAVIS executed a "Delegation of Authority" on March 22, 2007, authorizing CHRISTOPHER D. DAVIS, as Successor Co-Trustee, to act singly on behalf of the Trust, and without prior consultation or agreement in exercising all of the powers granted in Article Ninth of the Trust, and to perform all acts on behalf of the Trust as may be appropriate, necessary, or proper for the Trust in contemplation of such Article Ninth.

WHEREAS, pursuant to Article Ninth, Section 34, CAROLINE D. DAVIS possesses the authority to terminate such Delegation of Authority.

NOW, THEREFORE, pursuant to Article Ninth, Section 34, CAROLINE D. DAVIS does hereby revoke the Delegation of Authority, executed on March, 22, 2007. Such Revocation of Delegation of Authority shall become effectively immediately upon receipt by CHRISTOPHER D. DAVIS.

Dated this 23 day of September, 2014.

  
CAROLINE D. DAVIS, Successor Co-Trustee

# Exhibit 26

# Exhibit 26

DAVIS



Ms. Shanna Coressel  
Dunham Trust Company  
241 Ridge Street, Suite 100  
Reno, Nevada  
89501

Dear Shanna,

Re: Ashley Cooper Life Policy # 1105-8007

Further to your recent request to transfer the ownership of policy AGI 1105-8007PC, please be advised that this life insurance policy has outstanding loans totaling \$2,164,744.68.

We require confirmation that the new owner is aware of the responsibility to repay these loans and that the policy has been pledged as collateral for these loans. Would you kindly arrange for an authorised signatory of the FHT Holdings LLC to sign below as acknowledgement of the loans?

Yours sincerely

Paul Fordham  
Client Services Manager

Confirming acknowledgement of the outstanding policy loans:

Signature:

Authorised Signatory, FHT Holdings LLC

Date:

4-11-14

Ashley Cooper Life International Insurer, SPC

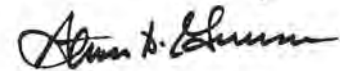
Administration Office: 5<sup>th</sup> Floor Windward 3, Regatta Office Park, West Bay Road, P.O. Box 2183  
Grand Cayman KY1-1105, Cayman Islands  
Tel: (345) 949 1599; Fax: (345) 949 0520; Email: [life@coressel.com.ky](mailto:life@coressel.com.ky)

Registered Office: Fidler Gonzalez & Rodriguez P.S.C.  
BBVA Tower, 254 Mirador Rivera Avenue, 6<sup>th</sup> Floor, Plaza Bay, P.O. Box 00918



# EXHIBIT 2





CLERK OF THE COURT

1 HARRIET H. ROLAND, ESQ.  
2 NV Bar No. 5471

3 **ROLAND LAW FIRM**  
4 2470 E. St. Rose Pkwy, Ste. 105  
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6 Telephone: (702) 452-1500  
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9 ANTHONY L. BARNEY, ESQ.  
10 Nevada Bar No. 8366

11 TIFFANY S. BARNEY, ESQ.  
12 Nevada Bar No. 9754

13 **ANTHONY L. BARNEY, LTD.**  
14 3317 W. Charleston Blvd., Suite B  
15 Las Vegas, NV 89102  
16 Telephone: (702) 438-7878  
17 Facsimile: (702) 259-1116  
18 *Attorneys for Christopher D. Davis*

19 **EIGHTH JUDICIAL DISTRICT COURT**

20 **CLARK COUNTY, NEVADA**

21 In the matter of:

Case No.: P-15-083867-T

22 The BEATRICE B. DAVIS FAMILY HERITAGE  
23 TRUST, dated July 28, 2000, as amended on  
24 February 24, 2014.

Dept. No.: 26

25 **CHRISTOPHER D. DAVIS' MOTION TO DISMISS PURSUANT TO NRCP (12)(b)**  
26 **AND NRCP 19**

27 COMES NOW, CHRISTOPHER D. DAVIS ("Christopher"), by and through his  
28 attorneys HARRIET H. ROLAND, Esq., of the ROLAND LAW FIRM and ANTHONY L.  
BARNEY, Esq., of the law office of ANTHONY L. BARNEY, LTD., and hereby submits his  
motion to dismiss the Petition of Caroline Davis ("Caroline") pursuant to Nevada Rules of Civil

1 Procedure 12(b) and for failure to join an indispensable party under NRCP 19, and his refusal to  
2 have this matter heard before the Honorable Probate Commissioner. This pleading is based on  
3 the Memorandum of Points and Authorities attached hereto, any exhibits attached hereto, and  
4 any oral argument that will be heard in this matter.  
5

6 DATED this 4th day of March, 2015.

7 Respectfully Submitted.  
8 **ROLAND LAW FIRM**

9   
10 \_\_\_\_\_  
11 Harriet H. Roland, Esq.  
12 Attorney for Christopher D. Davis  
13  
14  
15

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1  
2 MEMORANDUM OF POINTS AND AUTHORITIES

3 I. FACTS PRESENTED

4  
5 The Beatrice B. Davis Family Heritage Trust (the "Trust") was settled by Beatrice B.  
6 Davis on July 28, 2000, as an irrevocable trust. The Trust was purportedly amended on  
7 February 24, 2014 by the Trust Protector. (The validity of the trust and the amendment are  
8 questions of Alaska or Missouri law, not Nevada law, and the determinations of their validity  
9 are conditions precedent to any finding of jurisdiction by this Court and to the fiduciary's  
10 delegation of duties.)  
11

12 The Trust was part of the very sophisticated estate plan of Beatrice B. Davis  
13 ("Beatrice"), who was a Missouri resident until her death. Before his death, her husband Ilus  
14 W. Davis, was an accomplished attorney and the mayor of Kansas City, Missouri. Beatrice and  
15 Ilus had two children, Caroline, and Christopher. Christopher is a resident of Missouri, who has  
16 one child, Winfield, who resides in Japan. Caroline is an attorney in Seattle, Washington. Those  
17 three descendants are the current beneficiaries of the Trust.  
18

19 The Trust at all times relevant has held as its primary asset a single-premium life  
20 insurance policy which would not mature until the death of Beatrice's daughter-in-law. The  
21 policy was exchanged for a different policy, Ashley Cooper Policy, Policy Number ACLI 1105-  
22 8007 PC (the "Policy") during Beatrice's lifetime. The then-custodian of the policy was a  
23 company in the Cayman Islands. Now, the custodian is in Puerto Rico. Initially, Alaska Trust  
24 Company ("ATC") served as trustee, until its removal in 2011, at which time Alaska USA Trust  
25 Company ("AUTC") became successor Trustee. Neither ATC nor AUTC is registered to do  
26 business in Nevada. ATC and AUTC were the Trustees and sole fiduciaries acting on behalf of  
27  
28

1 the Trust from 2000 until December 5, 2013, during the times of the transactions questioned by  
2 Caroline as Petitioner herein.

3 On February 24, 2014, Dunham Trust Company ("DTC") took office as next successor  
4 trustee. On March 28, 2014, DTC created FHT Holdings, LLC, and effectuated the transfer of  
5 the current life insurance policy to it. DTC is the sole member of FHT Holdings, LLC.  
6 Christopher did not serve in any fiduciary capacity relating to the Trust until his purported  
7 appointment as Investment Advisor of the Trust under the 2014 First Amendment ("first  
8 amendment"), which was consented to, in writing, by all beneficiaries, including Caroline. (By  
9 her consent, Caroline also indemnified AUTC from liability, excepting willful misconduct or  
10 gross negligence.)  
11

12 It is important that only ATC and AUTC borrowed funds from the insurer; and that the  
13 settlor and the beneficiaries were not able to access or borrow any money from the insurer or the  
14 policies. All loans were made with funds from the Trust, by the Alaskan trustees, with the sole  
15 exception of the \$25,000 June 2014 withdrawal made by DTC, which presumably was for trust  
16 purposes. Caroline is requesting documents and information concerning funds borrowed from  
17 the insurer by ATC and AUTC while the policy was owned and controlled by them as trustees  
18 of the Trust, yet she has not requested the Court take jurisdiction over either ATC or AUTC,  
19 possibly because she has previously agreed in writing to AUTC's indemnification.  
20  
21

22 Contrary to Petitioner's assertions, Christopher did not at any time have authority to  
23 direct ATC, AUTC, or the custodian of the Policy to make the loans, nor to obtain specific  
24 information about the loans between the trustees and the insurer. He had no authority to borrow  
25 from the policy, and he had no investment authority over the FHT assets during ATC's and  
26  
27  
28

1 AUTC's tenure as trustee.<sup>1</sup> He had only the same beneficiary rights as Caroline has, to request,  
2 not demand, information or a loan of Trust funds from the trustee.

3 Petitioner is requesting documents and information produced during the tenure of ATC and  
4 AUTC,<sup>2</sup> which she admits would be in the possession of AUTC.<sup>3</sup> Thus, ATC and AUTC as the  
5 Alaskan trustees who borrowed the funds from the insurer, and who made loans to any person or  
6 entity, are necessary and indispensable parties herein. The Court must dismiss Petitioner's  
7 Petition pursuant to NRCP 12(b) and 19, because relief cannot be awarded as a result of the  
8 non-joinder of indispensable parties, ATC and AUTC, and due to a lack of jurisdiction over the  
9 subject matter, lack of jurisdiction over the parties, insufficiency of process in these  
10 proceedings, and an insufficiency of service of process.

## 13 II. LEGAL AUTHORITY AND ARGUMENT

### 14 A. Petitioner has failed to bring a necessary party to entitle her to relief against 15 Defendants pursuant to NRCP 12(b)(6) and the Court should find AUTC is an 16 indispensable party.

17 Pursuant to Nevada Rules of Civil Procedure ("NRCP") 12(b)(6), a party can bring a  
18 motion for failure to join a party under NRCP 19. Herein, Petitioner has failed to join an  
19 indispensable party pursuant to NRCP 19; therefore, a dismissal of Petitioner's requested relief  
20 is warranted as a matter of law, because complete relief cannot be accorded among the named  
21 parties.

22 NRCP 19(a) and (b) provide the following,  
23

---

24  
25  
26 <sup>1</sup> The Petitioner goes to great lengths to discuss the Successor Trustees of the Beatrice B. Davis Revocable Living  
27 Trust in her Petition, but this is not the Trust over which Petitioner requests this Court take jurisdiction.

28 <sup>2</sup> See Petition, Page 5:3-5. Petitioner further admits to the necessary statement from AUTC stating at footnote 35,  
"Note that we do not have possession of statements from Alaska USA Trust Company indicating the disposition of  
the loan proceeds."

<sup>3</sup> Id.

1 (a) **Persons to Be Joined if Feasible.** A person who is subject to service of process  
2 and whose joinder will not deprive the court of jurisdiction over the subject matter of the  
3 action shall be joined as a party in the action if (1) in the person's absence complete  
4 relief cannot be accorded among those already parties, or (2) the person claims an  
5 interest relating to the subject of the action and is so situated that the disposition of the  
6 action in the person's absence may (i) as a practical matter impair or impede the person's  
7 ability to protect that interest or (ii) leave any of the persons already parties subject to a  
8 substantial risk of incurring double, multiple, or otherwise inconsistent obligations by  
9 reason of the claimed interest. If the person has not been so joined, the court shall order  
10 that the person be made a party. If the person should join as a plaintiff but refuses to do  
11 so, the person may be made a defendant, or, in a proper case, an involuntary plaintiff.

12 (b) **Determination by Court Whenever Joinder Not Feasible.** If a person as  
13 described in subdivision (a)(1)-(2) hereof cannot be made a party, the court shall  
14 determine whether in equity and good conscience the action should proceed among the  
15 parties before it, or should be dismissed, the absent person being thus regarded as  
16 indispensable. The factors to be considered by the court include: first, to what extent a  
17 judgment rendered in the person's absence might be prejudicial to the person or those  
18 already parties; second, the extent to which, by protective provisions in the judgment, by  
19 the shaping of relief, or other measures, the prejudice can be lessened or avoided; third,  
20 whether a judgment rendered in the person's absence will be adequate; fourth, whether  
21 the plaintiff will have an adequate remedy if the action is dismissed for nonjoinder.

22 The Nevada Supreme Court has indicated that "this court has required all persons materially  
23 interested in the subject matter of the suit be made parties so that there is a complete decree to  
24 bind them all. If the interest of absent parties may be affected or bound by the decree, they must  
25 be brought before the court or it will not proceed to decree."<sup>4</sup> It also concluded, that "[f]ailure  
26 to join an indispensable party is fatal to a judgment and may be raised by an appellate court sua  
27 sponte."<sup>5</sup>

28 The U.S. Supreme Court has also held the following:

Joinder as a party, rather than knowledge of a lawsuit and an opportunity to intervene, is  
the method by which potential parties are subjected to the jurisdiction of the court and  
bound by a judgment or decree. The parties to a lawsuit presumably know better than  
anyone else the nature and scope of relief sought in the action, and at whose expense  
such relief might be granted. It makes sense, therefore, to place on them a burden of

<sup>4</sup> *Olsen Family Trust v. District Court*, 110 Nev. 548, 553 (1994).

<sup>5</sup> *Schwab v. Hensath*, 98 Nev. 293, 294 (1982), citing *Provident Bank v. Patterson*, 390 U.S. 102 (1968) and  
*Johnson v. Johnson*, 93 Nev. 655, 572 P.2d 925 (1977).



1 bringing in additional parties where such a step is indicated, rather than placing on  
2 potential additional parties a duty to intervene when they acquire knowledge of the  
lawsuit.<sup>6</sup>

3 Petitioner has failed to request jurisdiction over ATC or AUTC in its Petition, the very  
4 party(ies) that she admits was the party who borrowed the funds and under whose authority and  
5 tenure the loans were made, and who was or is in possession of the information and documents  
6 requested.<sup>7</sup> The indispensable parties are located in the state of Alaska, were the trustees during  
7 the period in which documents and information are requested to be disclosed, and, therefore,  
8 ATC and/or AUTC would possess the requested documents and information that are being  
9 requested.  
10  
11

12 ATC and AUTC are necessary parties because the time period in which the documents  
13 and information are being requested was during the period that ATC and AUTC were trustees  
14 of the Trust, and it was ATC and AUTC who borrowed the funds and made the loans.  
15 Furthermore, complete relief cannot be afforded among the remaining parties because ATC and  
16 AUTC were the trustees who possessed the requested documents and information, and under  
17 whose tenure the transactions occurred, before Christopher purportedly became Investment  
18 Advisor, and before DTC took office.<sup>8</sup> Additionally, if the Court makes a ruling on behalf of  
19 the actions of these absent trustees (ATC and AUTC), then it would leave those persons already  
20 parties to the case subject to a substantial risk of incurring double, multiple, or otherwise  
21 inconsistent obligations by reason of the claimed interest to those documents,<sup>9</sup> particularly in  
22 light of the Petitioner's indemnifications of AUTC. In other words, the named parties (over  
23  
24  
25

26 <sup>6</sup> *Martin v. Wilks*, 490 U.S. 755, 765 (1988).

27 <sup>7</sup> See Petition, Page 5:3-5.

28 <sup>8</sup> NRCP 19(a)(1).

<sup>9</sup> NRCP 19(a)(2)(ii)

1 which Petitioner requests this Court take jurisdiction) may be exposed unnecessarily to other  
2 court actions in other jurisdictions with double or multiple obligations by reason of Petitioner's  
3 requested relief.

4  
5 ATC and AUTC are corporate residents of Alaska, and the transactions and occurrences  
6 for which Petitioner has requested documents and information occurred by these trustees in  
7 Alaska. Upon information and belief, the Trust had no connections to Nevada during the time  
8 period in which the documents and information have been requested. The Petitioner is  
9 attempting to bootstrap her requests concerning the actions and records of ATC and AUTC to  
10 DTC, the current trustee of the Trust. Because the Petitioner has failed to request jurisdiction  
11 over ATC and AUTC, this Court is without authority to assume jurisdiction over ATC and  
12 AUTC as indispensable parties.<sup>10</sup> Petitioner even admits that AUTC is necessary party even as  
13 to the sole transaction of \$25,000.00 purportedly made by DTC on June 13, 2014, stating in her  
14 footnote that, "Note that we do not have possession of statements from Alaska USA Trust  
15 Company indicating the disposition of the loan proceeds." Mr. Davis respectfully requests that  
16 the Court find that ATC and AUTC are indispensable parties because they alone had actually  
17 authority to borrow from the policy and invest FHT assets.

18  
19  
20 **B. Agreement by Petitioner under Alaska Law to Release Alaska USA Trust Company**  
21 **of Anchorage, Alaska**  
22

23 While it remains unclear why ATC was omitted as a necessary party, it has become more  
24 clear why AUTC was intentionally omitted as a necessary party. The Petitioner agreed to release  
25 AUTC from serving as Trustee and acknowledged indemnification of AUTC under the terms of  
26 the Trust for the period of the Policy loans, and agreed that her consent effectuating the removal  
27

28  

---

<sup>10</sup> See NRCP 19(b)

1 of AUTC would be governed under Alaska law, with venue in Anchorage, Alaska.<sup>11</sup> The  
2 Petitioner's agreement came after the Policy loans were authorized and approved by ATC and  
3 AUTC, who were the legal owners of the Policy. At the time of ATC's and AUTC's ownership,  
4 Christopher had no authority to direct ATC, AUTC, or the custodian of the Policy to make loans  
5 nor did he have authority to direct Trust assets. The Petitioner, a resident of Seattle,  
6 Washington, is now attempting to avoid the jurisdiction of her neighboring state of Alaska in  
7 favor of Nevada, because of her prior release and indemnification of AUTC, an indispensable  
8 party to this action.  
9

10  
11 **C. Because joinder is not feasible, the Court should make the determination that the**  
12 **case be dismissed.**

13 Pursuant to NRCP 19(b) quoted above, which outlines the various factors for this  
14 Court's determination, Mr. Davis respectfully requests the Court make the determination that  
15 the case be dismissed for the following reasons. First, an order or judgment rendered without  
16 ATC and AUTC would be prejudicial to the named parties, because the information and  
17 documents requested would have been produced or received by ATC and AUTC during the time  
18 period in which ATC and AUTC were trustees of the Trust. The named parties would be forced  
19 to double or multiple obligations in other jurisdictions if ATC and AUTC are not included as a  
20 party in this action.  
21  
22

23 Second, even if protective provisions could be made in the order or judgment for the  
24 named parties, prejudice would still exist (it would not be lessened or avoided), because the sole  
25 relief being requested is for documents and information during the period in which ATC and  
26 AUTC were trustees, and during a period of time neither DTC nor Christopher had any  
27

28  

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<sup>11</sup> See Resignation, Release, Acknowledgment, Consent and Indemnification Agreement dated February 24, 2014

1 fiduciary relationship to the Trust. These documents and information for this period would be  
2 in the possession and control of ATC and AUTC.

3 Third, judgment rendered in ATC's and AUTC's absence would not be adequate,  
4 because, again, the relief being requested is for documents and information during the time  
5 period in which ATC and AUTC were the trustees of the Trust. The documents and information  
6 requested are in the possession and control of ATC and AUTC.

7  
8 Fourth, Petitioner would still have an adequate remedy if the action is dismissed for  
9 nonjoinder, because Petitioner is not foreclosed from seeking her relief in another jurisdiction,  
10 specifically, Alaska through proper service upon ATC and AUTC. In other words, Petitioner  
11 has the possibility to obtain the information she seeks in a jurisdictionally appropriate forum.

12  
13 Mr. Davis thus requests that the Court find that ATC and AUTC are indispensable  
14 parties and that the case should be dismissed as a result, noting each of the four factors above.

15 **D. Lack of Jurisdiction of the Nevada Court over Parties Due to Lack of Service of**  
16 **Process**

17  
18 NRCP 12 (b) sets for the following jurisdictional and process grounds for a motion to  
19 dismiss as (1) lack of jurisdiction over the subject matter, (2) lack of jurisdiction over the  
20 person, (3) insufficiency of process, and (4) insufficiency of service of process.

21  
22 Petitioner is relying solely upon the validity of a purported amendment to an irrevocable  
23 trust<sup>12</sup> which must be properly determined under Alaskan law.<sup>13</sup> Only after a determination of  
24 the validity of purported amendment to an irrevocable trust by an Alaskan court, could the Court

25  
26 attached hereto as Exhibit I.

27 <sup>12</sup> See Beatrice B. Davis FHT dated July 28, 2000 at Section 4 (This trust is irrevocable, and I shall have no power  
28 to...alter, amend, revoke, or terminate...") emphasis added.

<sup>13</sup> See Beatrice B. Davis FHT dated July 28, 2000 at Section 2 and Section 7(e)..

1 properly rely upon the jurisdictional arguments raised by the Petitioner as a basis to assert  
2 jurisdiction over the Trust. If the first amendment is invalid, then there is no basis upon which  
3 to assume *in rem* jurisdiction over the Trust.

4  
5 Without determining the validity of the purported amendment, Petitioner seeks to bootstrap  
6 her request for this Court to take *in rem* jurisdiction by confirming DTC as the trustee of the  
7 Trust without addressing her the condition precedent (i.e. validity of the first amendment) or the  
8 clear lack of service of process necessary to take *in personam* jurisdiction in this proceeding  
9 over the parties.

10  
11 The Nevada Supreme Court held, "It is a fundamental and universal rule of law that a  
12 court must have jurisdiction of the matter before it and of the proceedings concerning that  
13 matter, or else its proceedings therein will be nullity."<sup>14</sup> The Court explained that "it is the  
14 primal duty of all courts to keep strictly within their jurisdiction...But unless prohibited by the  
15 constitutional provisions creating a court and providing the jurisdiction thereof, such court may  
16 be given special and limited jurisdiction in certain specified cases by the legislature."<sup>15</sup>

17  
18 The United States Supreme Court acknowledged that *in rem* proceedings were  
19 developed primarily to expand the reach of the courts, which might have lacked *in personam*  
20 jurisdiction over the owner of property.<sup>16</sup> In *Lewis v. Lewis & Clark Marine, Inc.*, the United  
21 States Supreme Court held that a proceeding *in rem* is not a remedy afforded by common law, it  
22 is a proceeding under the civil law.<sup>17</sup> The U.S. Supreme Court cited its earlier cases in which it  
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<sup>14</sup> *State ex rel. Smith v. Sixth Judicial Court*, 58 Nev. 214 (Nev. 1937).

<sup>15</sup> *State ex rel. Smith v. Sixth Judicial Dist. Court*, 58 Nev. 214 (Nev. 1937).

<sup>16</sup> *Austin v. United States*, 509 U.S. 602, 616 (U.S. 1993).

<sup>17</sup> 531 U.S. 438, 444-445 (U.S. 2001).



1 held that when a proceeding *in rem* is used in the common-law courts, it is given strictly by  
2 statute.<sup>18</sup>

3 There are substantial differences between *in rem* and *in personam* jurisdiction that have  
4 been defined by the courts.<sup>19</sup> The Ninth Circuit defined the differences between *in personam*  
5 jurisdiction and *in rem* jurisdiction as such, "*In personam* jurisdiction, simply stated, is the  
6 power of a court to enter judgment against a person. *In rem* jurisdiction is the court's power  
7 over property. Before a court may exercise the state's coercive authority over a person or  
8 property, some statute must authorize the act."<sup>20</sup>

10 Even assuming arguendo that there was a proper jurisdictional basis for confirming DTC  
11 as trustee under a proceeding *in rem*, there is no basis for asserting *in personam* jurisdiction over  
12 Christopher in his personal capacity or FHT Holdings, LLC (a Nevada limited liability  
13 company) under the current circumstances which would warrant intrusion into their records.  
14 Again, even if the first amendment were proven valid, the Nevada Supreme Court held, "It is  
15 one thing to possess jurisdiction. It is another to exercise it."<sup>21</sup>

18 *The Moses Taylor*, 71 U.S. 411, 4 Wall. 411, 431, 18 L. Ed. 397, 32 How. Pr. 460 (1867) and *The Hine v. Trevor*,  
71 U.S. 555, 4 Wall. 555, 571-572, 18 L. Ed. 451 (1867).

19 *SEC v. Ross*, 504 F.3d 1130 (9th Cir. 2007); See also *Hanson v. Denckla* 357 U.S. 235, 246 fn 12 (1958) ("A  
23 judgment *in personam* imposes a personal liability or obligation on one person in favor of another. A judgment *in*  
24 *rem* affects the interests of all persons in designated property.")

20 *Sec. Investor Prot. Corp. v. Vigman*, 764 F.2d 1309, 1313-14 (9th Cir. 1985) emphasis added; See also *Trump v.*  
26 *Eighth Judicial Dist. Court*, 109 Nev. 687, 698-700 (1993).austina.)

27 <sup>21</sup> *State ex rel. Crummer v. Fourth Judicial Dist. Court*, 69 Nev. 276, 280-281 (Nev. 1952).

1 Under Nevada law, a limited liability company is considered a person.<sup>22</sup> And while the  
2 Nevada legislature set forth certain relaxed standards for service of process regarding certain  
3 persons such as a trust by statute,<sup>23</sup> it did not do so for foreign or domestic limited liability  
4 companies.<sup>24</sup> The Nevada Supreme Court held, "In addition to authority, however, the courts  
5 must by statute be provided with the necessary machinery. Thus it is recognized that exercise of  
6 jurisdiction through its courts by a state over its domiciliaries (other than by personal service of  
7 process) cannot be had in the absence of express statutory provision."<sup>25</sup> There is no such express  
8  
9

12 <sup>22</sup> NRS 0,039 "Person" defined. Except as otherwise expressly provided in a particular statute or required by  
13 the context, "person" means a natural person, any form of business or social organization and any other  
14 nongovernmental legal entity including, but not limited to, a corporation, partnership, association, trust or  
15 unincorporated organization. The term does not include a government, governmental agency or political  
16 subdivision of a government. (emphasis added).

17 <sup>23</sup> See *Id.*, see also NRS 164.010 and 155.010 (Service by mail vs. personal service pursuant to NRCP 4).

18 <sup>24</sup> The Nevada Legislature was well aware that in the absence of voluntary submission to the Court's jurisdiction by  
19 an interested party, an attempt by the Court to assert in personam jurisdiction under the relaxed requirements of  
20 NRS 155.010 over an interested party may violate the due process of law under the Fourteenth Amendment to the  
21 U.S. Constitution; See also *Mullane v. Cent. Hanover Bank & Trust Co.*, 336 U.S. 306, 314 (1950); NRCP 4(d)  
22 Summons: Personal Service. The summons and complaint shall be served together. The plaintiff shall furnish the  
23 person making service with such copies as are necessary. Service shall be made by delivering a copy of the  
24 summons attached to a copy of the complaint as follows:

25 (1) Service Upon Nevada Corporation. If the suit is against an entity or association formed under the  
26 laws of this state or registered to do business in this state, to the registered agent thereof or, if the entity or  
27 association is (i) a corporation, to any officer thereof; (ii) a general partnership, to any partner thereof; (iii) a limited  
28 partnership, to any general partner thereof; (iv) a member-managed limited-liability company, to any member  
thereof; (v) a manager-managed limited-liability company, to any manager thereof; (vi) a business trust, to any  
trustee thereof; (vii) a miscellaneous organization mentioned in NRS Chapter 81, to any officer or director thereof;  
provided, when for any reason service cannot be had in the manner hereinabove provided, then service may be  
made upon such entity by delivering to the secretary of state, or the deputy secretary of state, a copy of said  
summons attached to a copy of the complaint, and by posting a copy of said process in the office of the clerk of the  
court in which such action is brought or pending; defendant shall have 20 days after such service and posting in  
which to appear and answer; provided, however, that before such service shall be authorized, plaintiff shall make or  
cause to be made and filed in such cause an affidavit setting forth the facts showing that personal service on or  
notice to the entity or association cannot be had in the manner provided in this subsection within the state; and  
provided further, that if it shall appear from such affidavit that there is a last known address of a known officer,  
general partner, member, manager, trustee or director of said entity or association outside the state, plaintiff shall, in  
addition to and after such service upon the secretary of state and posting, mail or cause to be mailed to such known  
officer, general partner, member, manager, trustee or director at such address by registered or certified mail, a copy  
of the summons and a copy of the complaint, and in all such cases defendant shall have 20 days from the date of  
such mailing within which to answer or plead.

<sup>25</sup> *State ex rel. Crummer v. Fourth Judicial Dist. Court*, 69 Nev. 276 at 281 (Nev. 1952).

1 statutory provision that relaxed the standard of service of process required under NRCP 4 for  
2 service upon Christopher, individually or upon FHT Holdings, LLC.

3 It is clear that personal service of process was not effectuated upon Christopher,  
4 individually or upon FHT Holdings, LLC, either by summons and complaint or service pursuant  
5 to the Nevada Rules of Civil Procedure 4, therefore the Petitioner's improper demand for  
6 company records from FHT Holdings, LLC must fail for insufficiency of process, insufficiency  
7 of service of process and a lack of jurisdiction regarding Christopher, individually, and FHT  
8 Holdings, LLC.  
9

10 Furthermore, Petitioner is requesting that FHT Holdings, LLC, a Nevada limited liability  
11 company, be required to turn over its records to her concerning prior Policy Loans, without  
12 bothering to make this request upon those trustees, ATC and AUTC, that authorized and  
13 initiated the Policy loans.  
14

15 The Trust was settled by a Missouri resident in Missouri, and its situs and applicable law  
16 was Alaska. Upon information and belief, the policy is held by a custodian in Puerto Rico. The  
17 validity of the Trust, which is irrevocable, and the validity of the amendment to the irrevocable  
18 trust are determinations which must be made before the court can assert subject matter  
19 jurisdiction over the Trust. This determination cannot be made under Nevada law. It is  
20 respectfully submitted that this court cannot assert subject matter jurisdiction at this time.  
21  
22

23 **E. Lack of Subject Matter Jurisdiction and Purported First Amendment**

24 The Trust was settled by a Missouri resident, in Missouri, invoking Alaska law and  
25 declaring Alaska situs. The irrevocable Trust was amended to change not only the situs but the  
26 terms under which the trust would be governed, and to provide for a delegation of fiduciary  
27 duties. The validity of the Trust and the purported first amendment are determinations which  
28



1 must be made before the court can assert subject matter jurisdiction over the Trust; these  
2 determinations are a condition precedent for jurisdiction.<sup>26</sup>

3 **III. CONCLUSION**

4 WHEREFORE, Christopher D. Davis respectfully requests the following of the Court:

- 5
- 6 1. The Court find that ATC and AUTC are indispensable parties;
  - 7 2. The Court dismiss Petitioner's claims for failure to bring an indispensable party pursuant  
8 to NRCP 19, noting the four factors under NRCP 19(b);
  - 9 3. The Court dismiss Petitioner's claims for insufficiency of process, insufficiency of  
10 service of process and a lack of jurisdiction over the person of Christopher D. Davis,  
11 individually;
  - 12 4. The Court dismiss Petitioner's claims for insufficiency of process, insufficiency of  
13 service of process and a lack of jurisdiction over the person of FHT Holdings, LLC;
  - 14 5. The Court dismiss Petitioner's claim for lack of subject matter jurisdiction as to all  
15 named parties,
  - 16 6. The Court dismiss all Petitioner's claims against all named parties in this matter;
  - 17 7. The Court deny Petitioner's Petition in its entirety;
  - 18 8. The Court award attorney fees and costs to Christopher D. Davis in an amount deemed  
19 reasonable by this court; and
  - 20
  - 21
  - 22

23 ///

24 ///

25 ///

26


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27 <sup>26</sup> See *Rafert v Meyer*, \_\_\_\_ N.W. 2d \_\_\_\_, 290 Neb 219, 2015 (determining that an exculpatory clause did not  
28 relieve the trustee of fiduciary obligations under an irrevocable life insurance trust.)

1 9. The Court awards such other and further relief as the Court may deem just and proper in  
2 the premises.

3 DATED this 4th day of March, 2015.

4  
5 Respectfully Submitted,  
6 ROLAND LAW FIRM

7  
8   
9 Harriet H. Roland, Esq.  
10 NV Bar No. 5471  
11 2470 E. St. Rose Pkwy, Ste. 105  
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*Attorney for Christopher D. Davis*

1 CERTIFICATE OF SERVICE

2 I hereby certify that I am an employee of Anthony L. Barney, Ltd., and not a party to  
3 this action. I further certify that except as otherwise noted on March 4, 2015, I served the  
4 foregoing CHRISTOPHER D. DAVIS' MOTION TO DISMISS PURSUANT TO NRCP  
5 12(b) and NRCP 19 by first class US mail, postage prepaid, upon the following persons or  
6 entities:  
7

8  
9 Mark Solomon, Esq.  
10 Joshua Hood, Esq.  
11 SOLOMON DWIGGINS & FREER, LTD.  
12 9060 W. Cheyenne Ave.  
13 Las Vegas, NV 89129  
14 *Attorney for Petitioner Caroline Davis*  
15 *U.S. Mail and Facsimile*

16 DUNHAM TRUST  
17 SHANNA CORESSAL, CTFA  
18 241 Ridge Street, Suite 100  
19 Reno, Nevada 89501

20 Stephen Lehnardt  
21 20 Westwoods Drive  
22 Liberty, Missouri 64068

23 Win B. Davis  
24 366-6 Habu Aridagawa Arida  
25 Wakayama 643-0025  
26 JAPAN  
27 *U.S. Mail on February 5, 2015*

28 

Employee of Anthony L. Barney, Ltd.

# EXHIBIT 1

## RESIGNATION, RELEASE, ACKNOWLEDGMENT, CONSENT AND INDEMNIFICATION AGREEMENT

This Agreement ("Agreement") is executed as of this 24<sup>th</sup> day of February, 2014, by and among Alaska USA Trust Company of Anchorage, Alaska ("AUTC"), Dunham Trust Company of Reno, Nevada ("Dunham"), Christopher D. Davis of Kansas City, Missouri ("Chris"), Caroline D. Davis of Seattle, Washington ("Caroline"), and Winfield B. Davis of Los Angeles, California ("Win") (Chris, Caroline and Win are collectively referred to herein as the "Beneficiaries"), and Stephen K. Lehnardt, in his capacity as "Protector" of the BEATRICE B. DAVIS FAMILY HERITAGE TRUST, dated July 28, 2000 (the "Trust").

### RECITALS

WHEREAS, AUTC is the currently serving trustee of the Trust and has stated that it is unwilling to continue to serve as trustee and wishes to resign;

WHEREAS, Article Eleven, Section 3.b. of the Trust grants the Protector the authority to remove and replace the trustee when a trustee is unable or unwilling to serve;

WHEREAS, Article Twelve, Section 7 of the Trust indemnifies the trustee of the trust from all liability in connection with its service as trustee, excepting only willful misconduct or gross negligence;

WHEREAS, Article Fourteen, Section 6 of the Trust authorizes the change of situs of the trust, upon the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under the trust, and the consent of any then-acting Protector and Trustee. Article Fourteen, Section 6 further authorizes the Protector to amend the Trust in writing so as to change situs, conform the terms of the trust so that it may achieve its purposes in the new situs; and

WHEREAS, Dunham is willing to accept its appointment as successor trustee to AUTC, expressly conditioned on the appointment of one or more outside (non-Dunham) investment advisors and/or investment trustees so that Dunham serves as a directed trustee under Nevada law.

### AGREEMENT

NOW, THEREFORE, the parties hereto agree to and do hereby take the following actions:

1. Consent to Change of Situs and Amendment of Trust. The Beneficiaries hereby unanimously consent to changing the situs of the Trust from Alaska to Nevada, and further

unanimously consent to the amendment of trust by the Protector to reflect the change of sites, applicable law, provision required by Dunham, and other amendments as required to allow the trust to achieve its purposes, substantially in the form of First Amendment to the Beatrice B. Davis Family Heritage Trust attached hereto as Exhibit 1. AUTC and the Protector hereby consent to changing the situs of the Trust from Alaska to Nevada.

2. Removal of AUTC and Appointment of Dunham. Protector shall, effective February 24, 2014, take the actions described in the Memorandum of Action by Protector, substantially in the form of memorandum attached hereto as Exhibit 2.1, and shall issue written notices to AUTC and Dunham, substantially in the forms attached hereto as Exhibit 2.2 and Exhibit 2.3, to remove AUTC as Trustee of the Trust, and Appoint Dunham as successor trustee of the Trust.

3. Acknowledgment of Indemnification of Trustee. AUTC, Dunham, and the Beneficiaries hereby acknowledge the provisions of the Trust which provide for the indemnification of Trustee from liability, excepting only willful misconduct or gross negligence.

4. Miscellaneous.

a. Independent Counsel. The parties hereto acknowledge and agree that each of them has had an opportunity to review this Agreement and all Exhibits and to seek its own independent legal counsel with respect to the legal consequences of entering this Agreement.

b. Attorney's Fees. In any action brought either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine to be appropriate

c. Entire Agreement. This Agreement shall not be modified, amended or changed in any respect except by written document signed by all parties hereto. This Agreement and all attachments thereto, contain the entire agreement and understanding of the parties and supersedes any and all prior negotiations, understandings and written agreements.

d. Interpretation/Venue. If any portion of this Agreement shall be held to be void or unenforceable, the balance thereof shall nonetheless be effective. This Agreement has been made and entered into in the State of Alaska and shall be governed by the laws of the State of Alaska. Venue for any dispute shall be Anchorage, Alaska.

e. Headings. The headings used herein are for convenience only, and shall not be construed as a part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

f. Binding Effect. This Agreement shall bind and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties.

g. Counterparts/Facsimile Signatures. This Agreement may be executed in counterparts, which together shall constitute one instrument. The parties hereto agree to accept signatures transmitted by facsimile.

[ REMAINDER OF THIS PAGE INTENTIONALLY BLANK ]

above.

## ALASKA USA TRUST COMPANY

By:

Name: \_\_\_\_\_

Title:

## DENHAM TRUST COMPANY

By:

Name: \_\_\_\_\_

Title:

## MANDATORY AND DISCRETIONARY BENEFICIARIES

100

Christopher D. Davis

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Caroline D. Davis

---

Winfield B. Davis

PROTECTOR of the  
BEATRICE B. DAVIS FAMILY  
HERITAGE TRUST, dated July 28, 2000

BY:

Stephen K. Lehman, Protector



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**ALASKA USA TRUST COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DUNHAM TRUST COMPANY**

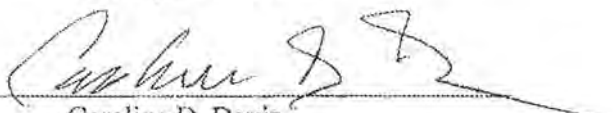
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MANDATORY AND DISCRETIONARY  
BENEFICIARIES**

\_\_\_\_\_  
Christopher D. Davis

  
\_\_\_\_\_  
Caroline D. Davis

\_\_\_\_\_  
Winfield B. Davis

**PROTECTOR of the  
BEATRICE B. DAVIS FAMILY  
HERITAGE TRUST, dated July 28, 2000**

By: \_\_\_\_\_

Stephen K. Lehnardt, Protector



**DUNHAM TRUST COMPANY**

By:

Name:

Title:

**MANDATORY AND DISCRETIONARY  
BENEFICIARIES**

Christopher D. Davis

Caroline D. Davis

Winfield B. Davis

**PROTECTOR of the  
BEATRICE B. DAVIS FAMILY  
HERITAGE TRUST, dated July 28, 2000**

By:

Stephen K. Lehnardt, Protector

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**ALASKA USA TRUST COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DUNHAM TRUST COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MANDATORY AND DISCRETIONARY  
BENEFICIARIES**

\_\_\_\_\_  
Christopher D. Davis

\_\_\_\_\_  
Caroline D. Davis

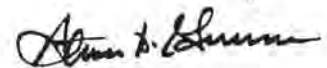
\_\_\_\_\_  
Winfield B. Davis

**PROTECTOR of the  
BEATRICE B. DAVIS FAMILY  
HERITAGE TRUST, dated July 28, 2000**

By:   
Stephen K. Lehardt, Protector



# EXHIBIT 3



CLERK OF THE COURT

**OPP**

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*Attorneys for Caroline Davis, Petitioner*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

In the Matter of:

Case No.: P-15-083867-T

Dept.: Probate (26)

The BEATRICE B. DAVIS FAMILY  
HERITAGE TRUST, dated July 28, 2000, as  
amended on February 24, 2014

Hearing Date: April 22, 2015

Hearing Time: 9:00 a.m.

**OPPOSITION TO CHRISTOPHER D. DAVIS' MOTION TO DISMISS PURSUANT TO  
NRCP (12)(b) AND NRCP 19**

Caroline D. Davis, as beneficiary of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended February 24, 2014, by and through her counsel, the law firm of Solomon Dwiggins & Freer, Ltd., hereby files this Opposition To Christopher D. Davis' Motion To Dismiss Pursuant To NRCP (12)(b) And NRCP 19 (the "Opposition"). The foregoing Opposition is made and based on the pleadings and papers on file in this action, the attached Memorandum Of Points And Authorities, all attached exhibits, and any oral argument that this honorable Court may entertain at the time of hearing.

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

Beatrice B. Davis ("Beatrice") executed the Beatrice B. Davis Heritage Trust on July 28, 2000 (the "Trust").<sup>1</sup> Pursuant to Article One, Section 1 of the Trust, Alaska Trust Company

<sup>1</sup> See, Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As Amended On February 24, 2014; To Assume Jurisdiction Over Christopher D. Davis As Investment Trust

1 ("Alaska") was named as the initial Trustee, and Stephen K. Lehnardt ("Mr. Lehnardt") was  
2 named as the initial Protector.<sup>2</sup> The primary asset held within the Trust is an Ashley Cooper Life  
3 Insurance Policy, on which there is a revolving line of credit for \$4,000,000.00.<sup>3</sup>

4 Article Three of the Trust, entitled "My Lifetime Beneficiaries", provides that  
5 Christopher D. Davis ("Mr. Davis"), Caroline D. Davis ("Ms. Davis"); and Winfield Davis  
6 ("Winfield") were the beneficiaries during Beatrice's lifetime.<sup>4</sup> Upon Beatrice's death, January  
7 5, 2012, the Trust was to be divided into two (2) shares, one for each of Beatrice's living  
8 children, namely: (1) Mr. Davis and (2) Ms. Davis.<sup>5</sup>

9 On August 2, 2011, Mr. Lehnardt, as Protector, removed Alaska as Trustee and appointed  
10 Alaska USA Trust Company ("Alaska USA").<sup>6</sup> Alaska USA resigned as Trustee on December  
11 5, 2013.<sup>7</sup> During their tenure as Trustee, both Alaska and Alaska USA distributed approximately  
12 \$2,164,744.68, from loans taken against the Ashley Cooper Life Insurance Policy, to Mr. Davis  
13 individually, as Trustee of the Beatrice B. Davis Revocable Living Trust, dated April 4, 1990, as  
14 amended (the "Revocable Trust"), and as Manager of the Davis Family Office, a Missouri  
15 limited liability company (the "Davis Office").<sup>8</sup>

16 Shortly after Alaska USA's resignation, Dunham Trust Company, located in Reno,  
17 Nevada ("Dunham"), was appointed by Mr. Lehnardt as a Directed Trustee.<sup>9</sup> Dunham accepted

18  
19 Advisor And Stephen K. Lehnardt As Distribution Trust Advisor; To Confirm Dunham Trust Company As Directed  
20 Trustee; And For Immediate Disclosure Of Documents And Information From Christopher D. Davis, filed with this  
Court on February 10, 2015 (the "Petition"), at Ex. 1.

21 <sup>2</sup> *Id.*, at Art. 1, § 1.

22 <sup>3</sup> *See*, Petition at Ex. 6 and Ex. 8.

23 <sup>4</sup> *Id.*, at Art. 3, § 1.

24 <sup>5</sup> *Id.*, at Art. 8, § 1.

25 <sup>6</sup> *See*, Petition, at Ex. 3.

26 <sup>7</sup> *Id.*, at Ex. 4.

27 <sup>8</sup> *See*, Petition, at ¶ 21, and accompanying exhibits.

28 <sup>9</sup> *See*, Petition, at Ex. 5.

1 such position on or about February 24, 2014. Article One, Section 2 of the Trust provides that  
2 Alaska law is the governing law.<sup>10</sup> However, Article Fourteen, Section 6 of the Trust provides  
3 that, upon unanimous consent of all of the beneficiaries entitled to receive mandatory or  
4 discretionary distributions, "the situs of this agreement...may be changed...with the consent of  
5 any then-acting Protector and the Trustee thereof..."<sup>11</sup> Article Fourteen, Section 6 further  
6 provides that:

7 "[u]pon the change of situs, the Trust Protector may amend this instrument by its  
8 written action to change the references to Alaska or Alaska law to reference to  
9 such new situs or the law of such new situs, and take such action as may be  
10 required to conform the terms of this agreement to the terms of law of such situs  
11 in order to achieve the purposes for which this trust was created".<sup>12</sup>

12 On February 24, 2014, Mr. Lehnardt, as Protector, executed the First Amendment to the  
13 Trust (the "First Amendment"), effectively transferring the situs of the Trust to Nevada, and  
14 amending the Trust to comply with Nevada law.<sup>13</sup> Alaska USA, as Trustee, and Mr. Davis, Ms.  
15 Davis, and Winfield as the beneficiaries entitled to distributions from the Trust, acknowledged  
16 and consented to the change in situs of the Trust from Alaska to Nevada and further  
17 acknowledged that Nevada law shall govern the administration of the Trust.<sup>14</sup>

18 The First Amendment appointed Mr. Davis "individually or in his capacity as manager of  
19 an LLC wholly-owned by the trust" as the "Investment Trust Advisor" pursuant to NRS  
20 163.5543, and designated him a "Fiduciary" under NRS 163.554.<sup>15</sup> The First Amendment

21 <sup>10</sup> *Id.* at Ex. 1, Art 1, § 2.

22 <sup>11</sup> *Id.*, at Ex. 1, Art. 14, § 6.

23 <sup>12</sup> *Id.*

24 <sup>13</sup> *See*, Petition, at Ex. 5.

25 <sup>14</sup> *Id.*, at p. 8-10. *See also*, Christopher D. Davis' Motion To Dismiss Pursuant To NRCP (12)(b) And NRCP  
26 19 (the "Motion To Dismiss"), at Ex. 1, entitled "Resignation, Release, Acknowledgement, Consent And  
27 Indemnification (providing that "[t]he Beneficiaries unanimously consent to changing the situs of the Trust from  
28 Alaska to Nevada, further unanimously consent to the amendment of the trust by the Protector to reflect the change in  
situs, applicable law...")

<sup>15</sup> *Id.*, at Art. Thirteen, § 2d (Second) (Emphasis added).

1 further appointed Mr. Lehnardt as the "Distribution Trust Advisor" pursuant to NRS 163.5537,  
2 and designated him as a "Fiduciary" pursuant to NRS 163.554 as well.<sup>16</sup>

3 On or about March 28, 2014, Dunham, ostensibly at the direction of Mr. Davis as the  
4 Trust Investment Advisor, created FHT Holdings, LLC, a Nevada limited liability company, as  
5 an investment tool for the Trust. Indeed, according to Mr. Davis' Motion to Dismiss, Dunham  
6 "is the sole member of FHT, Holdings, LLC", and the primary asset of the Trust, the Ashley  
7 Cooper Life Insurance Policy, was transferred to FHT Holdings, LLC.<sup>17</sup> According to the  
8 Nevada Secretary of State, Mr. Davis is also the Manager of FHT Holdings, LLC.

9 **II. This Court May Properly Assume Jurisdiction Over The Trust, As Amended;  
10 Over Christopher D. Davis, As Investment Trust Advisor And As Manager Of  
11 FHT Holdings, LLC; And Over Stephen K. Lehnardt, As Distribution Trust  
Advisor And May Grant The Relief Re requested.**

12 Replete throughout Mr. Davis' Motion To Dismiss is his notion that before this Court may  
13 assume jurisdiction over the Trust, Mr. Davis, and Mr. Lehnardt, it must first be determined  
14 whether or not the First Amendment is valid,<sup>18</sup> (which, according to Mr. Davis, is a question of  
15 Alaska or Missouri law<sup>19</sup>). Such circular argument is, however, baseless for the following  
16 reasons. First, Article Fourteen, Section 6 of the Trust expressly authorizes the Protector to  
17 amend the Trust for the purposes of ensuring compliance with the laws of the new situs.<sup>20</sup> Indeed,  
18 the First Amendment specifically states that "Article Fourteen of the trust permits the Trust  
19 Protector to amend the trust..."<sup>21</sup> In addition to the express authority provided to the Trust  
20 Protector to amend the Trust, all of the beneficiaries of the Trust, including Mr. Davis, expressly

22 <sup>16</sup> *Id.* at Art. Thirteen, § 2d (Third).

23 <sup>17</sup> *See*, Motion to Dismiss, at p. 4:5-6.

24 <sup>18</sup> *Id.* at p. 11:7-8

25 <sup>19</sup> *Id.*, p. 3:7-10.

26 <sup>20</sup> *See*, Petition at, Ex. 1, at Art. 14, § 6 (providing that "the Trust Protector may amend this instrument by its  
27 written action to change the references to Alaska or Alaska law to references to such new situs, and take such actions  
as may be required to confirm the terms of this agreement to the terms of the law of such situs..." (Emphasis added).

28 <sup>21</sup> *Id.*, at Ex. 1, preamble.



1 acknowledged and consented to the transfer of the Trust situs to Nevada and for the  
2 administration thereof to be governed by Nevada law.<sup>22</sup> Notwithstanding the aforementioned,  
3 there have been no allegations brought before this Court regarding the validity or invalidity of the  
4 First Amendment. Indeed, other than an unsupported contention that this Court must first  
5 determine the validity of the First Amendment, Mr. Davis has not produced any evidence that the  
6 First Amendment is anything other than valid. As such, the First Amendment is presumed to be  
7 valid, unless proven otherwise, and this Court has the authority to assume jurisdiction over the  
8 Trust, as amended.<sup>23</sup>

9  
10 In addition to this Court having jurisdiction over the Trust, this Court has jurisdiction over  
11 Mr. Davis, as the Investment Trust Advisor, pursuant to NRS 163.5543, NRS 163.554, and NRS  
12 164.5555. As mentioned above, Mr. Davis was nominated as the Investment Trust Advisor in  
13 either his individual capacity or in his "capacity as manager of an LLC wholly owned by the  
14 trust."<sup>24</sup> Indeed, Mr. Davis, has accepted his position as Investment Trust Advisor, either  
15 individually or as Manager of FHT Holdings, LLC, and acted in such capacity. The First  
16 Amendment expressly provides that Dunham, as the Directed Trustee, "shall have no authority  
17 and shall not interfere with any actions of the Investment Trust Advisor [and] shall act solely on  
18 the direction of the Investment Trust Advisor with respect to all matters relating to the  
19 management and investment of trust assets..."<sup>25</sup> As Dunham Trust lacked the authority to act, the  
20 transfer of the Ashley Cooper Life Insurance Policy must have been done at the direction of Mr.  
21 Davis, as Investment Trust Advisor. This Court also has jurisdiction over Mr. Lehnardt, as the  
22 Trust Protector and as Distribution Trust Advisor, pursuant to NRS 163.5537, NRS 163.554 and

23  
24 <sup>22</sup> *Id.*, at Ex. 1, p. 8-10. *See also*, Motion To Dismiss, at Ex. 1.

25 <sup>23</sup> *See*, NRS 47.250(18)(c) (providing "[t]hat private transactions have been fair and regular.") *See, also In re*  
26 *Melter*, 167 Wash.App. 285, 298, 273 P.3d 991, 998 (Wash.App. 2012) (providing that unless proven otherwise, "[a]  
will [or trust] is presumed to be valid.").

27 <sup>24</sup> *Id.*, at Ex. 5, Art.13, §2.d(Second).

28 <sup>25</sup> *Id.*

1 NRS 163.5555. Pursuant to the nomination and acceptance of Mr. Davis and Mr. Lehnardt in  
2 their respective capacities as Investment Trust Advisor and Distribution Trust Advisor, Mr. Davis  
3 and Mr. Lehnardt have consented to the jurisdiction of this Court by operation of law.<sup>26</sup>  
4

5 With specific reference to FHT Holdings, LLC, and the information requested from such  
6 entity, this Court has the authority to compel Mr. Davis, as Manager thereof, to produce the  
7 requested documents as Mr. Davis is Manager of FHT Holdings, LLC, which is wholly-owned by  
8 the Trust, because he is a fiduciary of the Trust. Indeed, Mr. Davis is acting as Investment Trust  
9 Advisor and Manager of the LLC and must not be permitted to use FHT Holdings, LLC as a  
10 shield to his obligation to provide the requested documents and information. The information and  
11 documentation that Mr. Davis possesses or controls as Manager of FHT Holdings, LLC is also in  
12 his possession and control as Investment Trust Advisor and must be disclosed. Indeed, a trustee  
13 who is acting as manager or director of a corporation is not alleviated from his duties and  
14 obligations as a Trustee (including the duty of full disclosure), and may be held liable to a  
15 beneficiary for breach of fiduciary duty where the exercise of such discretion is inconsistent with  
16 or contrary to the terms of a trust. *See, In the Matter of Schnur Estate*, 39 Misc.2d 880, 886, 242  
17 N.Y.S.2d 126, 132 (1963). While Mr. Davis has certain discretion acting as Manager of FHT  
18 Holdings, LLC, Mr. Davis, as Investment Trust Advisor-Manager, must still take into account the  
19 terms of the Trust where the entity is owned or controlled by the Trust or Trustee *Id.*, 39 Misc.2d,  
20 at 877, 242 N.Y.S.2d, at 132 ("where an estate or trust owns all or substantially all of the shares  
21 of a corporation, the corporate form may be disregarded and the situation viewed just as if the  
22 fiduciaries held title to the corporate assets...It is not so much a matter of disregarding the  
23 corporate form, but rather giving paramount consideration to the testamentary plan and scheme,  
24 and effectuating it in the manner prescribed by the testator.")  
25

26  
27 <sup>26</sup> See, NRS 163.5555 (providing that "[i]f a person accepts an appointment to serve as a trust protector or a  
28 trust adviser of a trust subject to the laws of this State, the person submits to the jurisdiction of the courts of this State,  
regardless of any term to the contrary in an agreement or instrument. A trust protector or a trust adviser may be made  
a party to an action or proceeding arising out of a decision or action of the trust protector or trust adviser.)

1 In the instant matter, FHT Holdings, LLC has received the primary asset of the Trust (i.e.  
2 the Ashley Cooper Life Insurance Policy with a face cover value of \$35,000,000.00)<sup>27</sup> at the  
3 direction of Mr. Davis as Investment Trust Advisor-Manager. As such, the administration of the  
4 Trust and the management of FHT Holdings, LLC by Mr. Davis are inextricably intertwined, and  
5 this Court has the authority to look beyond the entity structure of the LLC to ensure that Mr.  
6 Davis is abiding by his fiduciary obligations as Investment Trust Advisor. Therefore, this Court  
7 has jurisdiction over the Trust, as amended; FHT Holdings, LLC, as an asset of the Trust; Mr.  
8 Davis, as Investment Trust Advisor and Manager of FHT Holdings, LLC; and Mr. Lehnardt, as  
9 Distribution Trust Advisor, and possesses the authority to grant the relief requested in Ms. Davis'  
10 Petition.

### 11 **III. Alaska And Alaska Trust Are Not Or Necessary Indispensable Parties**

12 Mr. Davis' contends that Alaska and Alaska Trust are necessary or indispensable parties  
13 pursuant to NRCP 19 because the documents and information requested are perhaps still in their  
14 possession, and because the loans taken against the Ashley Cooper Life Insurance Policy were  
15 done so during Alaska and/or Alaska USA's tenure as Trustee. Such contention is, however,  
16 without merit.

17 NRCP 19(a), in relevant part, requires the joinder of a party to an "action if (1) in the  
18 person's absence complete relief cannot be accorded among those already parties." Although the  
19 loans from the Ashley Cooper Life Insurance Policy were taken/distributed during Alaska and/or  
20 Alaska USA's tenure as Trustee, Mr. Davis in his individual capacity, his capacity as Trustee of  
21 the Revocable Trust, or as Manager of the Davis Office, was the only individual to receive  
22 distributions as a result of such loans and the only one privy to the information sought by Ms.  
23 Davis, particularly the use and status of those distributions during such period.

24 Ms. Davis is not now objecting to the loans and distributions being made or claiming any  
25 breach of fiduciary duty on Alaska or Alaska USA's part. Rather, Ms. Davis is simply requesting  
26

---

27  
28 <sup>27</sup> See, Petition at, Ex. 6.

1 from Mr. Davis information related to who received and/or benefited from the loans, the purpose  
2 of the loans, the circumstances surrounding the distribution and use of the loan proceeds, the  
3 repayment of such loans, the collateral, and any other relevant information. As Mr. Davis has  
4 complete access to or possession and control over such information, relief can be granted without  
5 joining either Alaska or Alaska USA. Alaska and Alaska USA are not prejudiced in any manner  
6 whatsoever as Ms. Davis is not seeking any relief against them. Although Ms. Davis executed an  
7 Indemnification<sup>28</sup> as to Alaska USA, such indemnification only acknowledged that the Trust  
8 instrument provided indemnification for Alaska USA except for "willful misconduct or gross  
9 negligence."<sup>29</sup> Indeed, the Indemnification simply states that "[Alaska USA], Dunham, and the  
10 Beneficiaries hereby acknowledge the provisions of the Trust which provide for the  
11 indemnification of Trustee from liability, excepting only willful misconduct or gross  
12 negligence."<sup>30</sup> Specifically, Article 12, Section 7, entitled "Indemnification of the Trustee, in  
13 relevant part, provides that the Trustee shall be indemnified, "except for any claim or demand  
14 based on my Trustee's own willful misconduct or gross negligence proven by clear and  
15 convincing evidence."<sup>31</sup> As such, the Indemnification simply acknowledges the terms of the  
16 Trust, and is not a release of any conduct or liability that may arise from Alaska USA's willful  
17 misconduct or gross negligence. Once more, however, Ms. Davis is not now claiming any willful  
18 misconduct or gross negligence by Alaska or Alaska USA, and, therefore, Alaska and Alaska  
19 USA have no interest in the outcome of the relief being sought by Ms. Davis in her Petition.

20 Further, Mr. Davis's reliance on NRCP 19(a)(2) is misplaced because by Ms. Davis  
21 seeking information from Mr. Davis, Alaska and Alaska USA are not being placed in a position in  
22 which they would need to protect any interest, nor are they subjected to any "substantial risk of  
23

24  
25 <sup>28</sup> See, Motion To Dismiss, at Ex. 1.

26 <sup>29</sup> See, Petition, at Ex. 1, Art. 12, § 7.

27 <sup>30</sup> *Id.*, at ¶ 3.

28 <sup>31</sup> See, Petition, at Ex. 1, Art 12, § 7.

1 incurring double, multiple, or otherwise inconsistent obligations by reason of the claimed  
2 interest.”<sup>32</sup> Additionally, NRCP 19(b) is inapplicable to the matter at hand as Alaska and Alaska  
3 USA are not “person[s] described in subdivision (a)(1)-(2) [of NRCP 19(a)].”<sup>33</sup> If, however, this  
4 Court determines that Alaska and Alaska USA are persons described in NRCP 19(a)(1)-(2), this  
5 Court may nevertheless proceed and grant the relief requested by Ms. Davis for the following  
6 reasons:

- 7 (1) Ordering Mr. Davis to provide the requested information and documentation  
8 without the presence of Alaska or Alaska USA will not result in any prejudice to  
9 Mr. Davis;
- 10 (2) As Mr. Davis is not subjected to any prejudice, this Court need not consider any  
11 methods to lessen or avoid prejudice to Mr. Davis;
- 12 (3) Ordering Mr. Davis to provide the requested information and documentation will  
13 be an adequate remedy; and
- 14 (4) Dismissal of Ms. Davis’ Petition will result in eliminating any adequate remedy as  
15 Alaska cannot assume jurisdiction over Mr. Davis.<sup>34</sup>

16 Therefore, joinder of Alaska and Alaska USA in the instant matter is not necessary or  
17 integral to granting Ms. Davis’ relief requested (i.e. compelling Mr. Davis to produce information  
18 and documents relative to the Trust administration pursuant to his obligation to do so as  
19 Investment Trust Advisor).

#### 20 **IV. Service Of Process Has Been Properly Provided**

21 NRS 155.010, in pertinent part, provides as follows:

22 “a petitioner shall cause notice of the time and place of the hearing of a petition to  
23 be given to each interested person and to every other person entitled to notice  
24 pursuant to this title or his or her attorney if the person has appeared by attorney  
25 or requested that notice be sent to his or her attorney. Notice must be given:

26 <sup>32</sup> See, NRCP 19(a)(2)(i)-(ii).

27 <sup>33</sup> See, NRCP 19(b).

28 <sup>34</sup> *Id.*



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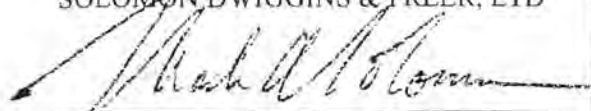
1 (a) By mailing a copy thereof at least 10 days before the time set for the hearing  
2 by certified, registered or ordinary first-class mail addressed to the person being  
3 notified at the post office address given in the person's demand for notice, if any,  
4 or at his or her office or place of residence, if known, or by personally delivering  
a copy thereof to the person being notified at least 10 days before the time set for  
the hearing."

5 On March 5, 2015, Ms. Davis, by and through her counsel, sent Notice to each interested  
6 party as required by NRS 155.010.<sup>35</sup>

7 **WHEREFORE**, Ms. Davis respectfully request that Mr. Davis' Motion To Dismiss be  
8 denied in its entirety.

9 DATED this 13<sup>th</sup> day of April, 2015.

10 SOLOMON DWIGGINS & FREER, LTD

11 

12 Mark A. Solomon, Esq. (Bar No. 418)  
13 Joshua M. Hood, Esq. (Bar No. 12777)  
14 9060 Cheyenne Avenue  
15 Las Vegas, Nevada  
16 Telephone: (702) 853-5483  
17 Facsimile: (702) 853-5485  
18 *Attorneys for Caroline D. Davis*

19  
20  
21  
22  
23  
24  
25  
26 <sup>35</sup> See, Second Amended Notice Of Hearing On Petition To Assume Jurisdiction Over The Beatrice B. Davis  
27 Family Heritage Trust, Dated July 28, 2000, As Amended On February 24, 2014; To Assume Jurisdiction Over  
28 Christopher D. Davis As Investment Trust Advisor And Stephen K. Lehnardt As Distribution Trust Advisor; To  
Confirm Dunham Trust Company As Directed Trustee; And For Immediate Disclosure Of Documents And  
Information From Christopher D. Davis, filed with this Court on March 5, 2015.

**CERTIFICATE OF SERVICE**

I hereby certify that on the 13<sup>th</sup> day of April 2015, I served a true and correct copy of the above and foregoing **OPPOSITION TO CHRISTOPHER D. DAVIS' MOTION TO DISMISS PURSUANT TO NRCP (12)(b) AND NRCP 19**, by depositing a copy of the same in the United States Mail, addresses are as follows:

Tarja Davis  
3005 North Beverly Glen Circle  
Los Angeles, California 90077  
and  
514 West 26<sup>th</sup> Street, #3E  
Kansas City, Missouri 64108

Ace Davis  
c/o WINFIELD B. DAVIS  
366-6 Habu Aridagawa Arida  
Wakayama 643-0025  
JAPAN

CHRISTOPHER D. DAVIS, Individually  
INVESTMENT TRUST ADVISOR  
MANAGER of FHT HOLDINGS, LLC, a Nevada Limited Liability Company  
3005 North Beverly Glen Circle  
Los Angeles, California 90077  
and  
514 West 26<sup>th</sup> Street, #3E  
Kansas City, Missouri 64108

REGISTERED AGENT SOLUTIONS, INC.  
REGISTERED AGENT for FHT HOLDINGS, LLC, a Nevada Limited Liability Company  
4625 West Nevso Drive, Suite 2  
Las Vegas, Nevada 89103

STEPHEN LEHNARDT  
DISTRIBUTION TRUST ADVISOR  
20 Westwoods Drive  
Liberty, Missouri 64068  
[Stephen@lehnardt.com](mailto:Stephen@lehnardt.com)

WINFIELD B. DAVIS  
366-6 Habu Aridagawa Arida  
Wakayama 643-0025  
JAPAN  
[winsane@gmail.com](mailto:winsane@gmail.com)

DUNHAM TRUST COMPANY  
TRUSTEE

SOLE MEMBER of FHT HOLDINGS, LLC, a Nevada Limited Liability Company  
c/o SHANNA CORESSEL, CTFA  
241 Ridge Street, Suite 100  
Reno, Nevada 89501  
[Shanna.coressel@dunham.com](mailto:Shanna.coressel@dunham.com)

**And did email Via the Court's electron system via WizNet pursuant to Rule 9 of NEFCR at  
the email address noted to the following:**

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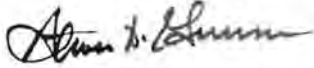
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# EXHIBIT 4



CLERK OF THE COURT

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Attorneys for Stephen Lehnardt

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the

CASE NO. P-15-083867-T

BEATRICE B. DAVIS FAMILY  
HERITAGE TRUST, dated July 28, 2000,  
as amended February 24, 2014.

DEPARTMENT: 26

**OPPOSITION TO PETITION TO ASSUME JURISDICTION OVER THE BEATRICE B. DAVIS FAMILY HERITAGE TRUST, DATED JULY 28, 2000, AS AMENDED ON FEBRUARY 24, 2014; TO ASSUME JURISDICTION OVER CHRISTOPHER D. DAVIS AS INVESTMENT TRUST ADVISOR AND STEPHEN K. LEHNARDT AS DISTRIBUTION TRUST ADVISOR; TO CONFIRM DUNHAM TRUST COMPANY AS DIRECTED TRUSTEE; AND FOR IMMEDIATE DISCLOSURE OF DOCUMENTS AND INFORMATION FROM CHRISTOPHER D. DAVIS,**

**and**

**LIMITED JOINDER TO CHRISTOPHER D. DAVIS'S MOTION TO DISMISS PURSUANT TO NRCP 12(b) AND NRCP 19**

Date of Hearing: April 22, 2015

Time of Hearing: 9:00 a.m.

Stephen Lehnardt, by and through his attorneys of record of the law firm Clear Counsel Law Group, hereby opposes Caroline D. Davis's Petition to Assume Jurisdiction and joins Christopher D. Davis's Motion to Dismiss on a limited basis, as follows:

In her Petition to Assume Jurisdiction, Caroline D. Davis requests that this Court assume jurisdiction over Stephen Lehnardt pursuant to NRS 163.5555 solely because Lehnardt is the Trust Protector and as Distribution Trust Advisor. Other than asking the Court to assume

Clear Counsel Law Group

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1 jurisdiction over Lehnardt, Ms. Davis makes no other demand, claim, or allegation against or  
2 about Lehnardt. Ms. Davis seeks no relief from Lehnardt and asks this Court to compel nothing  
3 from Lehnardt. To the contrary, the essential entirety of Ms. Davis's Petition is for the purpose of  
4 compelling other parties to disclose information and documents that have nothing to do with  
5 Lehnardt.

6       Regardless of whether Lehnardt has submitted to the jurisdiction of Nevada by way of his  
7 appointment as Distribution Trust Advisor, this Court may make Lehnardt a party to Ms. Davis's  
8 Petition only if Ms. Davis's Petition and request for relief arises out of a decision or action of  
9 Lehnardt. Specifically, NRS 163.5555 provides, "A trust protector or a trust adviser may be made  
10 a party to an action or proceeding arising out of a decision or action of the trust protector or trust  
11 adviser," Here, Ms. Davis's Petition has nothing to do whatsoever with any action or decision  
12 made by Lehnardt. Ms. Davis seeks only to compel information and documents related to loans  
13 and other transactions that were initiated and conducted by other parties. There is no allegation  
14 that Lehnardt participated in those loans and transactions in any way. As such, there is no basis  
15 for this Court to force him to become a party to Ms. Davis's action solely for the purpose of  
16 assuming jurisdiction over him.

17       Accordingly, Lehnardt asserts pursuant to NRCP 12(b)(5) that Ms. Davis has failed to  
18 state a claim upon which relief can be granted against Lehnardt. Certainly this Court sees plenty  
19 of NRCP 12(b)(5) defenses and motions to dismiss. However, Ms. Davis's Petition to assume  
20 jurisdiction of Lehnardt is truly the epitome of a party failing to state a claim because there  
21 actually is no claim made against Lehnardt. There is no request to remove Lehnardt, no claim that  
22 he has breached a fiduciary duty, no claim that Lehnardt has caused any harm to the Trust , no  
23 claim that Lehnardt should be ordered to redress losses to the Trust, no claim that Lehnardt is in  
24 possession of the sought-after documents and information, no claim that Lehnardt participated in

1 the questioned loans or transactions in any way, and no other claim of any kind against Lehnardt.  
2 In fact, Ms. Davis could not state a claim for relief against Lehnardt in any event because  
3 Lehnardt has taken NO action of any kind as Distribution Trust Advisor since the time of his  
4 appointment on February 24, 2014. Therefore, Ms. Davis's Petition to assume jurisdiction over  
5 Lehnardt must be denied pursuant to NRCP 12(b)(5). As Mr. Davis pointed out in his Motion to  
6 Dismiss, "It is one thing to possess jurisdiction. It is another to exercise it." State ex rel. Crummer  
7 v. Fourth Judicial Dist. Ct., 69 Nev. 276, 280-81 (1952).

8 In regard to Christopher Davis's Motion to Dismiss, Lehnardt hereby joins in the Motion  
9 on a limited basis. In particular, Lehnardt joins in Mr. Davis's assertions and arguments that Ms.  
10 Davis failed to join indispensable parties to this matter and that the missing parties appear to be  
11 the parties from whom the requested documents and information should be obtained. As such,  
12 Lehnardt joins in the Motion to Dismiss for failure to join a party under NRCP 19.

13 Lehnardt also joins in Mr. Davis's arguments and assertions that Ms. Davis has failed to  
14 effect personal service upon Lehnardt and that personal service is necessary for this Court to  
15 assert in personam jurisdiction over Lehnardt. As such, Lehnardt joins in the Motion to Dismiss  
16 for failure to effect personal service pursuant to NRCP 4.

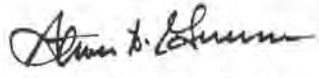
17 However, Lehnardt does not join in the Motion to Dismiss to the extent that Mr. Davis  
18 implies that the First Amendment to the Trust, dated February 24, 2014, is not valid.

19  
20 ///

21  
22 ///



# EXHIBIT 5

  
CLERK OF THE COURT

1 **RPLY**

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*Attorneys for Caroline Davis, Petitioner*

7 **DISTRICT COURT**  
8  
9 **CLARK COUNTY, NEVADA**

10 In the Matter of:

Case No.: P-15-083867-T  
Dept.: Probate (26)

11 The BEATRICE B. DAVIS FAMILY  
12 HERITAGE TRUST, dated July 28, 2000, as  
amended on February 24, 2014

Hearing Date: April 22, 2015  
Hearing Time: 9:00 a.m.

13 **REPLY TO OPPOSITION TO PETITION TO ASSUME JURISDICTION OVER THE**  
14 **BEATRICE B. DAVIS FAMILY HERITAGE TRUST, DATED JULY 28, 2000, AS**  
15 **AMENDED ON FEBRUARY 24, 2014; TO ASSUME JURISDICTION OVER**  
16 **CHRISTOPHER D. DAVIS AS INVESTMENT TRUST ADVISOR AND STEPHEN K.**  
17 **LEHNARDT AS DISTRIBUTION TRUST ADVISOR; TO CONFIRM DUNHAM TRUST**  
18 **COMPANY AS DIRECTED TRUSTEE; AND FOR IMMEDIATE DISCLOSURE OF**  
19 **DOCUMENTS AND INFORMATION FROM CHRISTOPHER D. DAVIS,**  
20 **and**  
21 **LIMITED JOINDER TO CHRISTOPHER D. DAVIS'S MOTION TO DISMISS**  
22 **PURSUANT TO NRCP 12(b) AND NRCP 19**

23 Caroline D. Davis ("Ms. Davis"), as beneficiary of the Beatrice B. Davis Family Heritage  
24 Trust, dated July 28, 2000, as amended February 24, 2014, by and through her counsel, the law  
25 firm of Solomon Dwiggins & Freer, Ltd., hereby submits her Reply to Stephen K. Lehnardt's  
26 Opposition To Petition To Assume Jurisdiction Over The Beatrice B. Davis Family Heritage  
27 Trust, Dated July 28, 2000, As Amended On February 24, 2014; To Assume Jurisdiction Over  
28 Christopher D. Davis As Investment Trust Advisor And Stephen K. Lehnardt As Distribution  
Trust Advisor; To Confirm Dunham Trust Company As Directed Trustee; And For Immediate  
Disclosure Of Documents And Information From Christopher D. Davis, And Limited Joinder To  
Christopher D. Davis's Motion To Dismiss Pursuant to NRCP 12(b) and NRCP 19 (the "Reply").  
The foregoing Reply is made and based upon the pleadings and papers on file in this action, the

1 attached Memorandum Of Points And Authorities, all attached exhibits, and any oral argument  
2 that his honorable Court may entertain at the time of hearing.

### 3 MEMORANDUM OF POINTS AND AUTHORITIES

#### 4 A. This Court May Properly Assume Jurisdiction Over Stephen K. Lehnardt, As 5 Distribution Trust Advisor.

6 NRS 164.010(1), in relevant part, provides that "upon petition of...a beneficiary of the  
7 trust, the district court of the county in which the trustee resides or conducts business...shall  
8 consider the application to confirm the appointment of the trustee and specify the manner in  
9 which the trustee must qualify. Thereafter, the court has jurisdiction over the trust as a  
10 proceeding in rem." NRS 164.010(2) provides that "[i]f the court grants the petition, it may  
11 consider at the same time any petition for instructions filed with the petition for confirmation." In  
12 addition to having jurisdiction over the Trust and the matters related to the administration thereof,  
13 Stephen K. Lehnardt ("Mr. Lehnardt"), upon accepting his appointment as Distribution Trust  
14 Advisor, submitted to the jurisdiction of this Court pursuant to NRS 163.5555.<sup>1</sup> To ensure that  
15 this Court confirms each fiduciary in their respective capacity and further accepts jurisdiction  
16 over such fiduciaries, assuming jurisdiction over Mr. Lehnardt is proper pursuant to NRS  
17 164.010(1) and (2) and confirm him as a proper party under NRS 163.5555.

18 Although Ms. Davis is not now asserting any claims or demands against Mr. Lehnardt, his  
19 contentions that: (1) this Court should not assume jurisdiction over him because "Ms. Davis  
20 makes no other demand, claim, or allegation against or about Mr. Lehnardt"<sup>2</sup>; and (2) that this  
21 Court may assume jurisdiction over him "only if Ms. Davis' Petition and request for relief arises  
22

23 <sup>1</sup> NRS 163.5555, in relevant part, provides that "[i]f a person accepts an appointment to serve as a trust  
24 protector or a trust adviser of a trust subject to the laws of this State, the person submits to the jurisdiction of the  
25 courts of this State, regardless of any term to the contrary in an agreement or instrument."

26 <sup>2</sup> See, Stephen K. Lehnardt's Opposition To Petition To Assume Jurisdiction Over The Beatrice B. Davis  
27 Family Heritage Trust, Dated July 28, 2000, As Amended On February 24, 2014; To Assume Jurisdiction Over  
28 Christopher D. Davis As Investment Trust Advisor And Stephen K. Lehnardt As Distribution Trust Advisor; To  
Confirm Dunham Trust Company As Directed Trustee; And For Immediate Disclosure Of Documents And  
Information From Christopher D. Davis, And Limited Joinder To Christopher D. Davis's Motion To Dismiss  
Pursuant to NRCP 12(b) and NRCP 19 (the "Opposition"), filed on April 16, 2015, at p. 2:1-2.



1 out of a decision or action of Lehnardt”<sup>3</sup> are without merit. NRS 163.5555 does not provide that  
2 a trust protector or trust advisor may or should be added as a party to a proceeding only if a  
3 demand or claim for relief is made against him or her. Rather, NRS 163.5555 provides that “[a]  
4 trust protector or a trust advisor may be made a party to an action or proceeding arising out of a  
5 decision or action of the trust protector or trust advisor.” (Emphasis added).

6 Although Mr. Lehnardt claims he has taken no action in his capacity as Distribution Trust  
7 Advisor, Mr. Lehnardt has information related to information and documentation requested from  
8 Christopher D. Davis. Indeed, Mr. Lehnardt’s billing records are replete with entries regarding  
9 the Trust, Policy Loans, promissory notes, distribution of the loan proceeds (i.e. wires), and the  
10 transfer of the Ashley Cooper Policy and Policy Loans from the Trust to FHT Holdings, LLC:

- 11 1. 08/03/2011 – “...email to F Moseley...to set up conference call with  
12 Alaska USA Trust for introductions and to discuss Policy LOC”. *See*,  
13 Lehnardt & Lehnardt, LLC billing invoices, true and correct copies of  
14 which are attached hereto as **Exhibit 27**.
- 15 2. 08/08/11 – “...email discussion regarding extent of Ashley Cooper due  
16 diligence process...” *Id.*
- 17 3. 08/15/2011 – “Email from F. Moseley regarding updated policy loan  
18 documentation, review same”. *Id.*
- 19 4. 08/26/2011 – “Telephone call to J Tempel to review open trustee transfer  
20 items and questions, reviewed multiple items including gifting history, tax  
21 return history, status and amounts of loans, additional items waiting from  
22 ATC, and modification to Long Term not for the new Policy LOC.” *Id.*
- 23 5. 09/01/2011 – “Email to J Tempel regarding new BBD-FHT promissory  
24 note, Telephone call from C Davis regarding AK Trust loan, email from T  
25 Watts regarding wire instructions for BBD-FHT loan...” *Id.*
- 26 6. 09/02/2011 – “Email from J Tempel regarding comments on new  
27 promissory note, edit same, email to J Tempel regarding comments on AC  
28 note, email to C Davis regarding signature instruction for promissory  
note...” *Id.*
7. 12/09/2011 – “Email from J Tempel regarding FT loan”. *Id.*

3 *Id.*, at p.2:8-9. (Emphasis added).

8. 02/25/2013 – “Email from C Davis regarding management fee study and multiple DFO items including fee study, receivables and policy loans, email fro (sic) J Tempel regarding FHT loans, Telephone call from C Davis to discuss same”. *Id.*
9. 03/19/2013 – “Telephone call form J Tempel regarding promissory note changes required, edit promissory notes and email to C Davis with copy to Janet, Telephone call from C Davis regarding same”. *Id.*
10. 06/17/2013 – “Email from J Tempel regarding promissory note documentation, discuss with A McCarter”. *Id.*
11. 06/25/2013 – “Emails from and to T Watts and A McCarter regarding FHT PNote status and reconciliation, telephone call to A McCarter regarding same”. *Id.*
12. 07/17/2013 – “Telephone call from and to C Davis regarding promissory notes, discussed trust administration and beneficiaries, email to C Davis regarding updated promissory notes for signature and notarization”. *Id.*
13. 09/09/2013 – “Telephone call from C Davis regarding administration of FHT and discussion of assets and liabilities”. *Id.*
14. 11/04/2013 – “...email from C Davis regarding AUTC wires”. *Id.*
15. 05/01/2014 – “Email from S Coressel and to same regarding FHT policy loans, review file and correspondence regarding transfer of trustee from AUTC to DTC relating to FHT loans and documentation thereof, discussion with A McCarter regarding transfer of loans from FHT to FHTLLC, review draft documents regarding same.” *Id.*

As Mr. Lehnardt is keenly aware of and possesses information related to the Trust, Policy Loans, promissory notes, the distribution of loan proceeds, and the transfer of the Ashley Cooper Policy and Policy Loans from the Trust to FHT Holdings, LLC, and as Ms. Davis is entitled to request such information from Mr. Lehnardt here in Las Vegas, Nevada, assuming jurisdiction over Mr. Lehnardt as Distribution Trust Advisor is proper.

Moreover, Mr. Lehnardt is the person who caused the Trust to be amended and domiciled in Nevada,<sup>4</sup> and Christopher D. Davis’ (“Mr. Davis”) Motion To Dismiss Pursuant To NRCP 12(b) and NRCP 19 (the “Motion To Dismiss”) attempts to make an issue of this fact.

<sup>4</sup> See, Email Communication From Dennis Brislawn, a true and correct copy is attached hereto as Exhibit 28 (providing that Mr. Lehnardt, as Trust Protector, retained Dennis Brislawn to effectuate the change of Trust’s situs from Alaska to Nevada).

1 Accordingly, it is proper and advisable to joint Mr. Lehnardt into these proceedings involving an  
2 issue arising out of his decision or action.

3  
4 **B. Ms. Davis Need Not Assert A Claim Or Demand For Relief Against Mr.  
5 Lehnardt To Assume Jurisdiction Over Mr. Lehnardt, As Distribution Trust  
6 Advisor.**

7 Mr. Lehnardt's contention that NRCP 12(b)(5) requires the dismissal of Ms. Davis's  
8 Petition for failure to state a claim is also without merit. NRS 153.031(1), in relevant part,  
9 provides that a "beneficiary may petition the court regarding any aspect of the affairs of the  
10 trust..." NRS 153.031 does not require that a claim or demand for relief be asserted against a  
11 fiduciary before the Court may assume jurisdiction of such fiduciary. Indeed, NRS 153.031(2)  
12 only requires that the petition "state the grounds of the petition", which Ms. Davis' Petition does.  
13 Mr. Lehnardt cannot accept his appointment as Distribution Trust Advisor, thereby submitting to  
14 the jurisdiction of this Court, and then claim that this Court lacks the very jurisdiction to which he  
15 has already submitted to.

16 **C. Alaska And Alaska USA Are Not Necessary Or Indispensable Parties**

17 Mr. Lehnardt joined Mr. Davis' Motion To Dismiss on a limited basis, contending that  
18 Ms. Davis' Petition should be dismissed for "failure to join a party under NRCP 19."<sup>5</sup> As fully  
19 set forth in Ms. Davis' Opposition to the Motion To Dismiss, the former Trustees, Alaska and  
20 Alaska USA, are not necessary or indispensable parties. Indeed, Ms. Davis is not now claiming  
21 any breaches of fiduciary duties, willful misconduct, or gross negligence by Alaska or Alaska  
22 USA. Therefore, neither Alaska nor Alaska USA has an interest in the outcome of the relief  
23 sought by Ms. Davis in her Petition.

24 NRCP 19(a), in relevant part, requires the joinder of a party to an "action if (1) in the  
25 person's absence complete relief cannot be accorded among those already parties." Mr. Davis is  
26 the only person privy to all of the information requested from Ms. Davis (i.e. the full disclosure of  
27 information and documentation relating to the Policy Loans, the promissory notes, the distribution

28 <sup>5</sup> See, Opposition, at p. 3:12.

1 of the loan proceeds, etc.). Such relief can be absolutely accomplished without the joinder of  
2 Alaska or Alaska USA. Ms. Davis' request for information and documentation from Mr. Davis  
3 does not place Alaska or Alaska USA in a position in which they would need to protect any  
4 interest, nor are they subjected to any "substantial risk of incurring double, multiple, or otherwise  
5 inconsistent obligations by reason of the claimed interest."<sup>6</sup> As such, there is no need for the  
6 joinder of Alaska or Alaska USA under NRCP 19(a).

7 Likewise, NRCP 19(b) is inapplicable to the matter at hand as Alaska and Alaska USA are  
8 not "person[s] described in subdivision (a)(1)-(2) [of NRCP 19(a)]." However, if this Court  
9 determines that Alaska and Alaska USA are persons described in NRCP 19(a)(1)-(2), this Court  
10 may nevertheless proceed and grant the relief requested by Ms. Davis for the following reasons:

- 11 (1) Ordering Mr. Davis to provide the requested information and documentation  
12 without the presence of Alaska or Alaska USA will not result in any prejudice to  
13 Mr. Davis;
- 14 (2) As Mr. Davis is not subjected to any prejudice, this Court need not consider any  
15 methods to lessen or avoid prejudice to Mr. Davis;
- 16 (3) Ordering Mr. Davis to provide the requested information and documentation will  
17 be an adequate remedy; and
- 18 (4) Dismissal of Ms. Davis' Petition will result in eliminating any adequate remedy as  
19 Alaska cannot assume jurisdiction over Mr. Davis. *See*, NRCP 19(b).

20 Notwithstanding the inapplicability of NRCP 19 to the matter at hand, Mr. Lehnardt, like  
21 Mr. Davis, has not cited any authority that requires a beneficiary of a trust to join every prior  
22 trustee who may or may not have acted in such capacity, and/or every prior trustee who may or  
23 may not have the information or documentation requested.

24 **WHEREFORE**, Ms. Davis respectfully request that:

25  
26  
27  
28 <sup>6</sup> *See*, NRCP 19(a)(2)(i)-(ii).

1. That this Court assume Jurisdiction over the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended on February 24, 2014, as a proceeding in rem;

2. That this Court assume Jurisdiction over Christopher D. Davis as the Investment Trust Advisor for the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended;

3. That this Court assume Jurisdiction over Stephen K. Lehnardt as the Distribution Trust Advisor for the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended;

4. That this Court confirm Dunham Trust Company as the Directed Trustee of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended;

5. That this Court require Christopher D. Davis, as the Investment Trust Advisor of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended, and as the sole Member of FHT Holdings, LLC, to disclose any and all documentation and information related to: (a) the Policy loans, including, but not limited to, the identity of any entity, trust or individual who has received and/or benefited from such loans, the purpose of such loans, the circumstances surrounding the distribution and use of such loans, the repayment of such loans (if any), the collateral for such loans, executed promissory notes, etc.; and, (b) FHT Holdings, LLC;

6. That this Court deny Stephen K. Lehnardt's limited joinder to Christopher D. Davis' Motion To Dismiss Pursuant To NRCP 12(b) And NRCP 19.

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

Dated this 29 day of April, 2015.

SOLOMON DWIGGINS & FREER, LTD



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CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of April 2015, I mailed a true and correct copy of the above and foregoing REPLY TO OPPOSITION TO PETITION TO ASSUME JURISDICTION OVER THE BEATRICE B. DAVIS FAMILY HERITAGE TRUST, DATED JULY 28, 2000, AS AMENDED ON FEBRUARY 24, 2014; TO ASSUM JURISDICTION OVER CHRISTOPHER D. DAVIS AS INVESTMENT AND STEPHEN K. LEHNARDT AS DISTRIBUTION TRUST ADVISOR; TO CONFIRM DUNHAM TRUST COMPANY AS DIRECTED TRUSTEE; AND FOR IMMEDIATE DISCLOSURE OF DOCUMENTS AND INFORMATION FROM CHRISTOPHER D. DAVIS AND LIMITED JOINDER TO CHRISTOPHER D. DAVIS'S MOTION TO DISMISS PURSUANT TO NRCP 12(b) and NRCP 19 to the following persons at their last known address, by depositing a copy of the same in the United States Mail, addresses are as follows:

Tarja Davis  
3005 North Beverly Glen Circle  
Los Angeles, California 90077

and  
514 West 26<sup>th</sup> Street, #3E  
Kansas City, Missouri 64108

Ace Davis  
c/o WINFIELD B. DAVIS  
366-6 Habu Aridagawa Arida  
Wakayama 643-0025  
JAPAN

And did mail via US Mail and email Via the Court's electronic system, WizNet pursuant to Rule 9 of NEFCR at the email address noted to the following:

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ROLAND LAW FIRM  
2850 W. Horizon Ridge Parkway, #200  
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An Employee of SOLOMON DWIGGINS & FREER, LTD.



# **Exhibit 27**

# **Exhibit 27**

Lehnardt & Lehnardt, LLC  
20 Westwoods Drive  
Liberty, MO 64068

Bea Davis Family Heritage Trust  
c/o Alaska Trust Company  
1029 W. Third Avenue, Suite 510  
Anchorage, AK 99501-1981

Date: 9/15/2011

Regarding: Davis - BBD FHT  
Invoice No: 37678

**Services Rendered**

Date	Staff	Description	Hours	Charges
8/01/2011	SKL	Email from J Tempel regarding change of trustee.	0.40	\$114.00
8/02/2011	SKL	Review signatures and opening documents for AUTC, email to J Tempel regarding same	0.40	\$114.00
8/03/2011	SKL	Prepare account package for Alaska USA Trust Company, email to J Tempel regarding same, letter to J Tempel regarding same (Fed Ex), email to F Moseley regarding same and to set up conference call with Alaska USA Trust for introductions and to finalize Policy LOC	1.81	\$515.85
8/05/2011	SKL	Email from and to C Davis regarding status of AK Trustee change	0.30	\$85.50
8/08/2011	SKL	Emails from and to Fiona and J Tempel regarding telephone conference rescheduling for tomorrow, also email discussion regarding extent of Ashley Cooper due diligence process, email to C Davis regarding update same, Telephone call from C Davis regarding same discussed initial policy loan	0.70	\$199.50
8/09/2011	SKL	Telephone conference with Fiona and AUTC	1.00	\$285.00
8/10/2011	SKL	Email from J Tempel regarding due diligence items required by AC for policy rider reflecting new trustee, multiple emails to and from F Moseley and J Tempel regarding questions on policy	0.40	\$114.00
8/15/2011	SKL	Email from F Moseley regarding updated policy loan documentation, review same	0.30	\$85.50
8/16/2011	SKL	Email to F Moseley (AC) regarding change of trustee documents for AC's policy files	0.20	\$57.00
8/26/2011	SKL	Telephone call to J Tempel to review open trustee transfer items and questions, reviewed multiple items including gifting history, tax return history, status and amounts of loans, additional items waiting for from ATC, and modification of the Long Term note for the new Policy LOC.	1.40	\$399.00
8/30/2011	SKL	Telephone call from J Tempel regarding open items for transfer of trusteeship, email to T Watts and W Tripp regarding trust tax returns for review by new trustee	0.40	\$114.00
8/31/2011	SKL	Email to J Tempel (AUTC) regarding trust questions and	1.30	\$370.50

Regarding: Davis - BBD FHT  
Invoice No: 37678

Lehnardt & Lehnardt, LLC  
Page No.: 2

additional documentation requested, prepare summary of trust  
loans to Bea Davis from files and forward to J Tempel, email from  
W Tripp regarding tax return information, forward to J Tempel

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Total Fees	8.61	\$2,453.85
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Total New Charges		\$2,453.85
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Wire Transfer Instructions:  
Commerce Bank  
1000 Walnut, Kansas City, MO 64106-3686  
Lehnardt & Lehnardt, LLC  
Routing # 101000019  
Account # 2788305

Lehnardt & Lehnardt, LLC  
20 Westwoods Drive  
Liberty, MO 64068

Please Wire

Bea Davis Family Heritage Trust  
c/o Alaska Trust Company  
1029 W. Third Avenue, Suite 510  
Anchorage, AK 99501-1981

684.00  
2,453.85  
519.60  
3,657.45

6992001  
Exp  
Professional  
Fees  
MTOXX:P  
2011 Legal  
Fees

Date: 10/11/2011

Regarding: Davis - BBD FHT  
Invoice No: 37736

**Services Rendered**

Date	Staff	Description	Hours	Charges
9/01/2011	SKL	Email to J Tempel regarding new BBD-FHT promissory note, Telephone call from C Davis regarding AK Trust loan, email from T Watts regarding wire instructions for BBD-FHT loan, forward same to J Tempel	0.70	
9/02/2011	SKL	Email from J Tempel regarding comments on new promissory note, edit same, email to J Tempel regarding comments on AC note, email to C Davis regarding signature instructions for new promissory note, emails from J Tempel regarding updated information for new trustee and trust account, multiple telephone calls with C Davis and T Watts to coordinate signature of new promissory note, emails to Austin TX hotel	1.70	
Total Fees			2.40	\$684.00

Total New Charges  
Wire Transfer Instructions:  
Commerce Bank  
1000 Walnut, Kansas City, MO 64106-3686  
Lehnardt & Lehnardt, LLC  
Routing # 101000019  
Account # 2788305

\$684.00

Lehnardt & Lehnardt, LLC  
20 Westwoods Drive  
Liberty, MO 64068

Bea Davis Family Heritage Trust  
c/o Alaska Trust Company  
1029 W. Third Avenue, Suite 510  
Anchorage, AK 99501-1981

Date: 1/18/2012

Regarding: Davis - BBD FHT  
Invoice No: 37888

*Services Rendered*

Date	Staff	Description	Hours	Charges
12/09/2011	SKL	Email from J Tempel regarding FT loan	0.30	
Total Fees			0.30	\$85.50

Total New Charges	\$85.50
Wire Transfer Instructions:	
Commerce Bank	
1000 Walnut, Kansas City, MO 64106-3686	
Lehnardt & Lehnardt, LLC	
Routing # 101000019	
Account # 2788305	

Lehnardt & Lehnardt, LLC  
20 Westwoods Drive  
Liberty, MO 64068

Bea Davis Family Heritage Trust  
c/o Alaska Trust Company  
1029 W. Third Avenue, Suite 510  
Anchorage, AK 99501-1981

Date: 3/18/2013

Regarding: Davis - BBD FHT  
Invoice No: 38968

**Services Rendered**

Date	Staff	Description	Hours	Charges
2/25/2013	SKL	Emails from C Davis regarding management fee study and multiple DFO items including fee study, receivables and policy loans, emails from J Tempel regarding FHT loans, Telephone call from C Davis to discuss same	0.60	\$195.00
2/27/2013	SKL	Emails from and to C Davis regarding new FHT loan documents	0.30	\$97.50
2/28/2013	SKL	Telephone call from C Davis regarding PPVUL questions and issues, telephone call to J Tempel regarding PPVUL providers and FHT loan to DFO, LLC (msg)	0.40	\$130.00

Total Fees \$422.50

Total New Charges

\$422.50

Wire Transfer Instructions:  
Commerce Bank  
1000 Walnut, Kansas City, MO 64106-3686  
Lehnardt & Lehnardt, LLC  
Routing # 101000019  
Account # 2788305

Lehnardt & Lehnardt, LLC  
20 Westwoods Drive  
Liberty, MO 64068

Bea Davis Family Heritage Trust  
c/o Alaska Trust Company  
1029 W. Third Avenue, Suite 510  
Anchorage, AK 99501-1981

Date: 4/29/2013

Regarding: Davis - BBD FHT  
Invoice No: 39013

*Services Rendered*

Date	Staff	Description	Hours	Charges
3/11/2013	SKL	Email from J Tempel regarding LLC loan and procedure, discussion with C Davis regarding same	0.50	\$162.50
3/19/2013	SKL	Telephone call from J Tempel regarding promissory note changes required, edit promissory notes and email to C Davis with copy to Janet, Telephone call from C Davis regarding same	1.50	\$487.50
3/20/2013	SKL	Emails from J Tempel and P Fordham regarding new PNotes	0.30	\$97.50
Total Fees				\$747.50
Total New Charges				\$747.50

Wire Transfer Instructions:  
Commerce Bank  
1000 Walnut, Kansas City, MO 64106-3686  
Lehnardt & Lehnardt, LLC  
Routing # 101000019  
Account # 2788305



Lehnardt & Lehnardt, LLC  
20 Westwoods Drive  
Liberty, MO 64068

Janet Tempel  
Bea Davis Family Heritage Trust  
c/o Alaska USA Trust Company  
P.O. Box 196757  
Anchorage, AK 99519-6757

Date: 7/08/2013

Regarding: Davis - BBD FHT  
Invoice No: 39160

*Services Rendered*

Date	Staff	Description	Hours	Charges
6/17/2013	SKL	Email from J Tempel regarding promissory note documentation, discuss with A McCarter	0.20	\$63.00
6/19/2013	SKL	Work on AK trust research, email to C Davis regarding same	0.50	\$157.50
6/20/2013	SKL	Email from C Davis regarding questions on FHT construction, review trust and email to C Davis with guidance on same, email C Davis regarding FHT	0.70	\$220.50
6/25/2013	AJM	Phone call with Chris; review documentation for Stephen regarding signatures for FHT;	0.40	\$86.00
6/25/2013	SKL	Emails from and to T Watts and A McCarter regarding FHT PNote status and reconciliation, telephone call to A McCarter regarding same	0.30	\$94.50

Total Fees \$621.50

Total New Charges

\$621.50

Wire Transfer Instructions:

Commerce Bank

1000 Walnut, Kansas City, MO 64106-3686

Lehnardt & Lehnardt, LLC

Rouling # 101000019

Account # 2788305

Lehnardt & Lehnardt, LLC  
20 Westwoods Drive  
Liberty, MO 64068

Janet Tempel  
Bea Davis Family Heritage Trust  
c/o Alaska USA Trust Company  
P.O. Box 196757  
Anchorage, AK 99519-6757

Date: 8/05/2013

Regarding: Davis - BBD FHT  
Invoice No: 39199

**Services Rendered**

Date	Staff	Description	Hours	Charges
7/03/2013	AJM	Phone call with Chris regarding signatures with Janet from FHT in Alaska	0.30	\$64.50
7/15/2013	AJM	Update FHT loan documents for sending to Janet Templeton with information received from client;	0.20	\$43.00
7/17/2013	SKL	Telephone call from and to C Davis regarding promissory notes, discussed trust administration and beneficiaries, email to C Davis regarding updated promissory notes for signature and notarization	0.50	\$157.50
7/30/2013	AJM	Alaska trust signature page processing and sending to Janet;	0.27	\$58.05

Total Fees \$323.05

Total New Charges \$323.05  
Wire Transfer Instructions:  
Commerce Bank  
1000 Walnut, Kansas City, MO 64106-3686  
Lehnardt & Lehnardt, LLC  
Routing # 101000019  
Account # 2788305

Lehnardt & Lehnardt, LLC  
20 Westwoods Drive  
Liberty, MO 64068

Janet Tempel  
Bea Davis Family Heritage Trust  
c/o Alaska USA Trust Company  
P.O. Box 196757  
Anchorage, AK 99519-6757

Date: 10/10/2013

Regarding: Davis - BBD FHT  
Invoice No: 39253

*Services Rendered*

Date	Staff	Description	Hours	Charges
9/06/2013	AJM	Chris phone call and update/send items to Janet Temple in FHT	0.20	\$43.00
9/09/2013	SKL	Telephone call from C Davis regarding administration of FHT and discussion of assets and liabilities	0.20	\$63.00
9/13/2013	SKL	Discussion with A McCarter regarding J Tempel email regarding promissory notes	0.30	\$94.50
Total Fees				\$200.50
Total New Charges				\$200.50

Wire Transfer Instructions:  
Commerce Bank  
1000 Walnut, Kansas City, MO 64106-3686  
Lehnardt & Lehnardt, LLC  
Routing # 101000019  
Account # 2788305

Please Wire

Lehnardt & Lehnardt, LLC  
20 Westwoods Drive  
Liberty, MO 64068

422.50  
747.50  
63.00  
621.50  
323.50  
200.50  
378.00  
252.00  
3,008.50

6992001-  
MTOXX P  
Exp  
Professional  
Fees  
2013 Legal  
Fees

Date: 12/05/2013

Regarding: Davis - BBD FHT  
Invoice No: 39316

**Services Rendered**

Date	Staff	Description	Hours	Charges
11/04/2013	SKL	Emails from C Davis regarding AUTC resignation items, review same, email from C Davis regarding AUTC wires	0.40	\$126.00
11/13/2013	SKL	Telephone call from C Davis	0.20	\$63.00
11/29/2013	SKL	Email from J Tempel regarding trustee resignation	0.20	\$63.00
			Total Fees	\$252.00
Total New Charges				\$252.00

Wire Transfer Instructions:  
Commerce Bank  
1000 Walnut, Kansas City, MO 64106-3686  
Lehnardt & Lehnardt, LLC  
Routing # 101000019  
Account # 2788305

Lehnardt & Lehnardt, LLC  
20 Westwoods Drive  
Liberty, MO 64068

Shanna Coressel  
Bea Davis Family Heritage Trust  
Dunham Trust Company  
241 Ridge Street, Suite 100  
Reno, NV 89501

Date: 6/09/2014

Regarding: Davis - BBD FHT  
Invoice No: 39586

**Services Rendered**

Date	Staff	Description	Hours	Charges
5/01/2014	AJM	Review emails from Shanna regarding funding; discuss with Stephen and update items for sending to policy and Dunham	0.90	\$193.50
5/01/2014	SKL	Email from S Coressel and to same regarding FHT policy loans, review file and correspondence regarding transfer of trustee from AUTC to DTC relating to FHT loans and documentation thereof, discussion with A McCarter regarding transfer of loans from FHT to FHTLLC, review draft documents regarding same	0.90	\$283.50
5/05/2014	AJM	Review incoming trustee and policy emails; discuss with Stephen regarding accuracy; send out to various parties and verify amounts outgoing	1.40	\$301.00
5/05/2014	SKL	Emails from S Coressel regarding multiple items	0.40	\$126.00
5/07/2014	AJM	Review Alaska trust issues and discuss with Stephen; identify TGFT shutdown issue and identify tracing for Global Exchange PIK items	1.00	\$215.00
5/09/2014	SKL	Email to and from M Vance	0.20	\$63.00
5/12/2014	SKL	Telephone call to S Coressel regarding FHT (msg); Telephone call from S Coressel regarding same	0.30	\$94.50

Please Wire

Total Fees \$1,276.50

Total New Charges  
Wire Transfer Instructions:  
Commerce Bank  
1000 Walnut, Kansas City, MO 64106-3686  
Lehnardt & Lehnardt, LLC  
Routing # 101000019  
Account # 2788305

 \$1,276.50

6992001  
MTOXX P  
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Fees  
Legal  
Services  
Rendered M...

# Exhibit 28

# Exhibit 28

**Joshua M. Hood**

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**Subject:** FW: Beatrice B. Davis Family Heritage Trust

---

**From:** Dennis Brislawn [<mailto:dbrislawn@ohswlaw.com>]  
**Sent:** Friday, August 22, 2014 12:03 PM  
**To:** Shanna Coressel; Joshua M. Hood  
**Cc:** 'Stephen K Lehnardt'; Caroline D. Davis ([cddavis@cddavismediation.com](mailto:cddavis@cddavismediation.com))  
**Subject:** RE: Beatrice B. Davis Family Heritage Trust

I do not represent any party to the trust at present. Mr. Lehnardt requested a phone conversation with me today, in his capacity as Trust Protector, to discuss my current role, if any. I have no recollection or knowledge of pertinent information about the policies in question or any other trust investments.

In 1999 and 2000 or so I assisted attorney Lehnardt in case consulting and document drafting in his representation of Bea Davis. This year I was retained by Mr. Lehnardt, acting in his capacity as Trust Protector, to provide limited support in changing trust situs from Alaska (where I am also licensed to practice) to Nevada. I communicated with both trust companies in documenting that transfer consistent with the terms of the trust and requirements of the new jurisdiction/trustee, provided an opinion of counsel with documentation supporting trust protector action. My representation essentially concluded at that time as there was no additional service requested.

C. Dennis Brislawn, Jr., J.D. | Shareholder  
Oseran Hahn, P.S.  
Attn: Private Client Law Group  
1430 Skyline Tower | 10900 N.E. Fourth Street | Bellevue, WA 98004  
Main: (425) 455-3900 x 105 | Fax: (425) 455-9201 | E-mail: [dbrislawn@ohswlaw.com](mailto:dbrislawn@ohswlaw.com)

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\*\*\*\*\*



1  
2 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

Electronically Filed  
Dec 02 2015 12:59 p.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

3  
4 CHRISTOPHER D. DAVIS,

Case No.: 68542

6 Appellant,

7 vs.

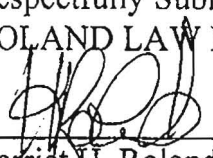
Eighth Judicial District Court  
Case No.: P-15-083867-T (In re  
the Beatrice B. Davis Family  
Heritage Trust, dated July 28,  
2000)

8  
9 CAROLINE DAVIS,

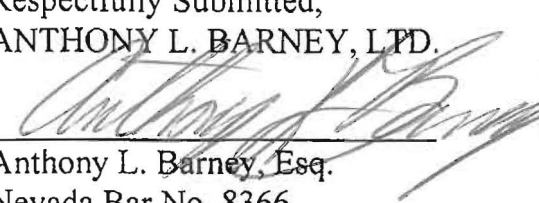
Respondent.

10  
11  
12 **APPELLANT'S APPENDIX**  
13 **VOLUME II**  
14

15 Respectfully Submitted,  
16 ROLAND LAW FIRM

17   
18 Harriet H. Roland, Esq.  
19 Nevada Bar No. 5471  
20 2470 E. St. Rose Pkwy, Ste. 105  
21 Henderson, NV 89074  
22 Telephone: (702) 452-1500  
23 Facsimile: (702) 920-8903  
24 [hroland@rolandlawfirm.com](mailto:hroland@rolandlawfirm.com)  
25 *Attorney for Christopher D. Davis*

Respectfully Submitted,  
ANTHONY L. BARNEY, LTD.

17   
18 Anthony L. Barney, Esq.  
19 Nevada Bar No. 8366  
20 3317 W. Charleston Blvd., Suite B  
21 Las Vegas, NV 89102  
22 Telephone: (702) 438-7878  
23 Facsimile: (702) 259-1116  
24 [office@anthonybarney.com](mailto:office@anthonybarney.com)  
25 *Attorney for Christopher D. Davis*

**ALPHABETICAL**  
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			Advisor, Stephen K. Lehnardt As Distribution	
			Trust Advisor, To Confirm Dunham Trust	
			Company As Directed Trustee, And For	

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			Lehnardt as Distribution Trust Advisor; to	
			Confirm Dunham Trust Company as Directed	
			Trustee; and for Immediate Disclosure of	

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		July 28, 2000 as Amended on February 24, 2014 to Assume Jurisdiction Over Christopher D. Davis as investment trust advisor, Stephen K. Lehnardt as Distribution Trust Advisor to Confirm Dunham Trust Company as Directed Trustee, and for Immediate Disclosure of Documents and Information from Christopher D. Davis and Counter Petition for Sanctions	
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Cheryl Davis  
5403 West 134 Terrace, Unit 1525  
Overland Park, KS 66209

Winfield B. Davis  
Skyline Terrace Apts.  
930 Figueroa Terr. Apt. 529  
Los Angeles, California 90012-3072

Christopher D. Davis  
3005 North Beverly Glen Circle  
Los Angeles, California 90077  
And  
514 West 26<sup>th</sup> Street, #3E  
Kansas City, Missouri 64108

1 Registered Agent Solutions, Inc. First Class US Mail  
2 Registered Agent for FHT Holdings, LLC,  
3 a Nevada Limited Liability Company  
4 4625 West Nevso Drive, Suite 2  
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5 JONATHAN W. BARLOW, ESQ. First Class US Mail  
6 CLEAR COUNSEL LAW GROUP  
7 50 Stephanie Street, Suite 101  
8 Henderson, Nevada 89012  
9 Jonathan@clearcounsel.com  
Attorneys for Stephen K. Lenhardt

10 Mark Solomon, Esq. First Class US Mail  
11 Joshua Hood, Esq.  
12 **SOLOMON DWIGGINS & FREER, LTD.**  
13 9060 W. Cheyenne Ave.  
14 Las Vegas, NV 89129  
*Attorney for Petitioner Caroline Davis*

15 DUNHAM TRUST COMPANY First Class US Mail  
16 SHANNA CORESSAL, CTFA  
17 c/o Charlene Renwick, Esq.  
18 Lee, Hernandez, Landrum & Garofalo  
19 7575 Vegas Drive, #150  
Las Vegas, Nevada 89128

20 Honorable Judge Sturman First Class US Mail  
21 Dept. 26, Eighth Judicial Dist. Court  
22 Regional Justice Center  
23 200 Lewis Ave.  
Las Vegas, NV 89101

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Employee of Anthony L. Barney, Ltd.  
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# EXHIBIT 1-PART 2

# Exhibit 13

# Exhibit 13



## Statement Of Account

January 1, 2011 Through December 31, 2011

**BEATRICE B. DAVIS FAMILY HERITAGE TRUST**

Account Number : 15501938

Caroline D. Davis

2501 Nob Hill Place North  
Seattle, WA 98109

By receipt of this report, any action you may have as a beneficiary against the trustee for breach of trust based on any matter adequately disclosed in this report may be barred unless the action is begun within six months after you receive this report. If you have any questions, you may wish to obtain professional advice regarding this report.

January 01, 2011 To December 31, 2011

Account Name : BEATRICE B. DAVIS FAMILY HERITAGE TRUST

Account No : 15501938

## Portfolio Summary

Portfolio Composition	Market Value	Percentage	Sources & Uses of Funds	Amount
Cash Equivalents	\$ 6,192.29	0.05%	Total Portfolio Value	\$ 0.00
Real Estate/Other	632,775.00	4.99%	Cash & Asset Receipts	828,788.01
Other Assets	12,033,885.54	94.96%	Cash & Asset Distributions	-189,820.00
Uninvested Cash	0.00	0.00%	Investment Earnings	0.28
Total Portfolio Value	\$ 12,672,852.83	100.00%	Investment Change	12,033,884.54
Estimated Annual Income	\$ 6,122.45		Total Portfolio Value	\$ 12,672,852.83

12/31/2011

## Investment Earnings

	This Period	Year To Date	Gain / Losses On Transactions	This Period	Year To Date
Interest - Tax Free	\$ 0.28	\$ 0.28	Realized Gains	\$ 0.00 *	\$ 0.00 *
Interest - Taxable	0.00	0.00	Realized Losses	0.00 *	0.00 *
Dividends - Taxable	0.00	0.00			
Other Income	0.00	0.00	Total Portfolio Value		\$ 12,672,852.83
Net Accrued Interest Bouslid	0.00	0.00	Less: Tax Cost Basis		11,534,353.15
Total Investment Earnings	\$ 0.28	\$ 0.28	Unrealized Gains & Losses		\$ 1,138,499.68

\* Gain or Loss amount as shown may not reflect the amount to be used for income tax purposes.



January 01, 2011 To December 31, 2011

Account Name : BEATRICE B. DAVIS FAMILY HERITAGE TRUST

Account No : 15501938

## Transactions

Date	Type	Description	Income	Principal
<i>Starting Balances</i>				
08/26/2011	Cash Deposit	Transfer From Prior Trustee	\$ 0.00	\$ 0.00
		Received via wire transfer from ATC of cash holdings in trust's account		8,012.01
08/28/2011	Market Fee	Annual Fee Of Alaska USA Trust Company		-750.00
		One time acceptance fee		
08/29/2011	Market Fee	Annual Fee Of Alaska USA Trust Company		-1,000.00
		Annual fee 08/2011 - 08/2012		
09/01/2011	Daily Factor - Interest	FEDERATED TAX-FREE OBLIGATIONS FUND -IS	0.02	
		Interest From 08/01/2011 To 08/31/2011		
09/07/2011	Cash Deposit	Loan Proceeds		170,000.00
		Loan from policy ACL11005-8007PC received via wire transfer		
09/08/2011	Cash Disbursement	Miscellaneous Disbursements		-170,000.00
		Paid To : Beatrice Davis Revocable Trust		
		Additional loan proceeds pursuant to promissory note dated 9/1/2011 sent via wire transfer		
09/12/2011	Miscellaneous Fee	Administrative Fee		-15.00
		Wire transfer fee		
10/03/2011	Daily Factor - Interest	FEDERATED TAX-FREE OBLIGATIONS FUND -IS	0.08	
		Interest From 09/01/2011 To 09/30/2011		
10/14/2011	Free Receipt	ACL POLICY 11005-8007PC		
		1 Units @ Receipt Value of \$1.00		
10/19/2011	Scheduled Cash Disbursement	Trust Registration Fee		-40.00
		Paid To : Superior Court of Anchorage		
		Trust registration fee for the Beatrice B. Davis Family Heritage Trust		
11/01/2011	Daily Factor - Interest	FEDERATED TAX-FREE OBLIGATIONS FUND -IS	0.07	
		Interest From 10/01/2011 To 10/31/2011		
12/01/2011	Daily Factor - Interest	FEDERATED TAX-FREE OBLIGATIONS FUND -IS	0.11	
		Interest From 11/01/2011 To 11/30/2011		
12/14/2011	Cash Deposit	Loan Proceeds		18,000.00
		Additional loan from policy ACL11005-8007PC received via wire transfer		
12/15/2011	Cash Disbursement	Miscellaneous Disbursements		-18,000.00
		Paid To : Beatrice B. Davis Revocable Trust		
		Additional loan proceeds pursuant to promissory note dated 9/1/11 sent via wire transfer		

Transactions

Page 3



January 01, 2011 To December 31, 2011

Account Name : BEATRICE B. DAVIS FAMILY HERITAGE TRUST

Account No : 15501938

## Transactions

Date	Type	Description	Income	Principal
12/15/2011	Miscellaneous Fee	Administrative Fee		
		Wire transfer fee		
12/19/2011	Adjust Book Value	ACU POLICY 1105-8007PC		
		Book Value Adjustment of 10,895,384.86		
		New Book Value is 10,895,385.86		
12/20/2011	Free Receipt	NP1 BBDAVISFAMHTR 170,000 3.860% 03/31/18		
		170000 Units @ Receipt Value of \$-170,000.00		
12/20/2011	Free Receipt	NP2 BBDAVISFAMHRT 18,000 3.860% 03/31/18		
		18000 Units @ Receipt Value of \$-18,000.00		
12/20/2011	Free Receipt	NR1 BDAVISREVT 802,775 1.530% 03/31/18		
		802775 Units @ Receipt Value of \$802,775.00		
12/20/2011	Free Receipt	NR2 BDAVISREVT 18,000 1.530% 03/31/18		
		18000 Units @ Receipt Value of \$18,000.00		
		Net Transfers	-0.28	0.28
		Net Cash Management	0.00	-5,192.29
		Ending Balances	\$ 0.00	\$ 0.00

Transactions

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January 01, 2011 To December 31, 2011

Account Name : BEATRICE B. DAVIS FAMILY HERITAGE TRUST

Account No : 15501938

## Portfolio Summary

December 31, 2011

	Portfolio %	Cost Basis	Market Value	Estimated Ann Inc	Current Yield
Cash Equivalents	0.05%	6,192.29	6,192.29	0.52	0.01%
Real Estate/Other	4.99%	532,775.00	532,775.00	5,121.83	0.97%
Other Assets	94.96%	10,895,385.86	12,033,885.54	0.00	0.00%
<b>Total Portfolio</b>	<b>100.00 %</b>	<b>11,534,353.15</b>	<b>12,672,852.83</b>	<b>5,122.45</b>	<b>0.05%</b>
<b>Net Cash</b>			<b>0.00</b>		
<b>Total Market Value</b>			<b>12,672,852.83</b>		

*Portfolio Components May Not Equal 100% Due To Rounding*

Account Holdings

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January 01, 2011 To December 31, 2011

Account Name : BEATRICE B. DAVIS FAMILY HERITAGE TRUST

Account No : 15501938

## Summary Of Investment Holdings

Shares or Par Value	Investment Category	Cost Basis	Unit Value	Market Value	Estimated Ann Inc	Curr Yield	% Port
6,192.29	Short Term Investment Funds						
	FEDERATED GOVMT OBLIGATIONS FD - ISS	6,192.29	100.00	6,192.29	0.62	0.01%	0.05%
	<b>Totals</b>	6,192.29		6,192.29	0.62	0.01%	0.05%
802,775	Notes - Secured						
	NR1 BDAVISREVTR 802,775	802,775.00	1.00	802,775.00	13,085.23	1.53%	6.33%
	Note Receivable 1; Payor Beatrice B Davls Revocable Trust. This note rolls the 3 promissory notes received from ATC into 1, and permits a revolving line of credit wherein the Payor may request additional "advances" periodically. Future "advances" pursuant						
18,000	NR2 BDAVISREVTR 18,000	18,000.00	1.00	18,000.00	293.40	1.63%	0.14%
	Note Receivable 2; Payor Beatrice B Davls Revocable Trust; First "Advance" pursuant to Cusip NR1BDRTR's line of credit.						
	<b>Totals</b>	820,775.00		820,775.00	13,378.63	1.53%	6.47%
-170,000	Liabilities						
	NP1 BBDAVISFAMHTR 170,000	-170,000.00	1.00	-170,000.00	-6,562.00	-3.86%	-1.34%
	Note payable 1; Payor B.B.Davis Family Heritage Trust; First policy loan pursuant to revolving line of credit of 09/02/2011 from Policy ACLJ 1105-8007PC. Unlike subsequent policy loans, this amount was incorporated into the original note receivable amount						
-18,000	NP2 BBDAVISFAMHTR 18,000	-18,000.00	1.00	-18,000.00	-694.80	-3.86%	-0.14%
	Note Payable 2; Payor B.B.Davis Family Heritage Trust terms pursuant to revolving line of credit with Ashley Cooper of Sept. 2, 2011; Draw request sent 12/9/11; funds received 12/14/2011						
	<b>Totals</b>	-188,000.00		-188,000.00	-7,256.80	-3.86%	-1.48%
	Insurance Policies						
	ACLJ POLICY 1105-8007PC	10,895,385.86	12,033,885.54	12,033,885.54	0.00	0.00%	94.85%
	<b>Totals</b>	10,895,385.86		12,033,885.54	0.00	0.00%	94.96%
	Total Investments	11,534,353.15		12,672,952.83	5,122.45	0.05%	100.00%
	Plus Net Cash			0.00			
	Total Market Value			12,672,952.83			

Account Holdings

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# Exhibit 14

# Exhibit 14



Danirico D. Doris Family Heritage Trust  
 dated July 26, 2000  
 Alinda USA Trust Company Trustee  
 4000 Credit Union Dr Ste 710  
 Anchorage, Alaska 99503

QUARTERLY STATEMENT  
 LIFE POLICY NO. ACLI 1105-8007 PC  
 TRANSACTIONS FOR QUARTER ENDING: DECEMBER 31, 2011

USD Savings Account

01-Oct-11	Balance B/F		\$	458.42
24-Oct-11	Dividend Received - ALSCP C1	22,000.00	\$	22,458.42
24-Oct-11	Dividend Received - ALSCP C2	22,000.00	\$	44,458.42
24-Oct-11	Dividend Received - ALSCP T1	22,000.00	\$	66,458.42
24-Oct-11	Dividend Received - ALSCP G2	22,000.00	\$	88,458.42
24-Oct-11	Dividend Received - ALSCP C1	22,000.00	\$	110,458.42
24-Oct-11	Investment into ALSCP G1	(110,000.00)	\$	458.42
14-Dec-11	Dividend Received - ALSCP T1	7,156.00	\$	7,614.42
14-Dec-11	Dividend Received - ALSCP C1	7,156.00	\$	14,770.42
14-Dec-11	Dividend Received - ALSCP G2	7,156.00	\$	21,926.42
14-Dec-11	Dividend Received - ALSCP C2	7,156.00	\$	29,082.42
14-Dec-11	Dividend Received - ALSCP C1	7,156.00	\$	36,238.42
14-Dec-11	CO6677 Cash Paid Q3 11 Ins Fees	(6.07)	\$	36,232.35
14-Dec-11	CO6677 Cash Paid Q3 11 COI Fees	(17,773.86)	\$	18,458.49
15-Dec-11	Policy Loan	(18,000.00)	\$	458.49
15-Dec-11	Dividend Received - ALSCP T1	22,000.00	\$	22,458.49
15-Dec-11	Dividend Received - ALSCP C1	22,000.00	\$	44,458.49
15-Dec-11	Dividend Received - ALSCP G2	22,000.00	\$	66,458.49
15-Dec-11	Dividend Received - ALSCP C2	22,000.00	\$	88,458.49
15-Dec-11	Dividend Received - ALSCP C1	22,000.00	\$	110,458.49
15-Dec-11	Investment into ALSCP G1	(110,000.00)	\$	458.49
30-Dec-11	Interest to Date	0.01	\$	458.50
30-Dec-11	Debit Interest	(12.27)	\$	446.23
31-Dec-11	Balance C/F		\$	446.23

CAD Savings Account

1-Oct-11	Balance B/F		\$	968.29
30-Dec-11	Interest to Date	0.01	\$	968.30
31-Dec-11	Balance C/F		\$	968.30

CASH SURRENDER VALUE

\$	446.23	Butterfield USD Savings Account	\$	446.23	
\$	949.22	Butterfield CAD Savings Account	\$	949.22	
\$	1,940.92	ALIP Liquidity Segregated Portfolio	70,1442	\$	1,918.15
\$	2,584,172.00	Advantage Life Small Cap Fund SPC G1	64999	\$	2,178,713.00
\$	1,720,192.00	Advantage Life Small Cap Fund SPC C1	13240	\$	1,751,845.00
\$	1,401,633.00	Advantage Life Small Cap Fund SPC C2	13240	\$	1,420,098.00
\$	1,555,243.00	Advantage Life Small Cap Fund SPC G2	15040	\$	1,578,475.00
\$	2,513,527.00	Advantage Life Small Cap Fund SPC C3	13240	\$	2,515,258.00
\$	1,499,513.00	Advantage Life Small Cap Fund SPC T1	13240	\$	1,520,691.00
\$	11,277,616.37	TOTALS		\$	10,960,393.60

Face Cover 35,000,000  
 DOB 20/09/1939  
 Rate 178%

There is a policy loan on this account, please contact home office for further details

# Exhibit 15

# Exhibit 15



Dentrice D. Davis Family Heritage Trust  
 dated July 28, 2000  
 Alaska USA Trust Company Trustee  
 4000 Credit Union Dr Ste 710  
 Anchorage, Alaska 99503

QUARTERLY STATEMENT  
 LIFE POLICY NO. ACLI 1105-8007 PC  
 TRANSACTIONS FOR QUARTER ENDING: MARCH 31, 2012

\*\*\*\*\*

USD Savings Account

01-Jan-12	Balance B/F		\$	446.23
09-Feb-12	Return of Contributed Surplus - ALSCF G1	15,000.00	\$	15,446.23
09-Feb-12	Dividend Received - ALSCF C2	15,000.00	\$	30,446.23
09-Feb-12	Dividend Received - ALSCF T1	15,000.00	\$	45,446.23
09-Feb-12	Dividend Received - ALSCF G2	15,000.00	\$	60,446.23
09-Feb-12	Dividend Received - ALSCF C1	15,000.00	\$	75,446.23
09-Feb-12	Policy Loan	(75,000.00)	\$	446.23
09-Feb-12	Service Fees and Stamp Duty	(3.66)	\$	442.57
28-Feb-12	Service Fees and Stamp Duty	(0.30)	\$	442.27
01-Mar-12	WT Charges	(30.00)	\$	392.27
01-Mar-12	Service Fees and Stamp Duty	(0.30)	\$	391.97
09-Feb-12	Service Fees and Stamp Duty- reversal	0.30	\$	392.27
27-Mar-12	Dividend Received - ALSCF C1	24,000.00	\$	24,392.27
27-Mar-12	Dividend Received - ALSCF G2	24,000.00	\$	48,392.27
27-Mar-12	Dividend Received - ALSCF C3	24,000.00	\$	72,392.27
27-Mar-12	Dividend Received - ALSCF C2	24,000.00	\$	96,392.27
27-Mar-12	Dividend Received - ALSCF T1	24,000.00	\$	120,392.27
28-Mar-12	CO0677 Cash Paid Q4 11 Ins Fees	(4.14)	\$	120,388.13
28-Mar-12	CO0677 Cash Paid Q4 11 COI Fees	(19,284.07)	\$	101,104.06
28-Mar-12	Policy Loan	(100,000.00)	\$	1,104.06
29-Mar-12	WT Charges	(80.00)	\$	1,024.06
30-Mar-12	Interest to Date	0.03	\$	1,024.09
30-Mar-12	Service Fees and Stamp Duty	(1.20)	\$	1,022.89
30-Mar-12	Service Fees and Stamp Duty	(0.90)	\$	1,021.99
31-Mar-12	Balance C/F		\$	1,021.99

CAD Savings Account

1-Jan-12	Balance B/F		\$	968.30
30-Mar-12	Interest to Date	0.01	\$	968.31
31-Mar-12	Balance C/F		\$	968.31

CASH SURRENDER VALUE

\*\*\*\*\*

\$	1,021.99	Butterfield USD Savings Account		\$	1,021.99
\$	971.58	Butterfield CAD Savings Account		\$	971.58
\$	1,940.92	ALIF Liquidity Segregated Portfolio	70.1442	\$	1,992.04
\$	2,569,172.00	Advantage Life Small Cap Fund SPC C1	61999	\$	2,753,903.00
\$	1,720,192.00	Advantage Life Small Cap Fund SPC C1	13240	\$	1,824,523.00
\$	1,401,633.00	Advantage Life Small Cap Fund SPC C2	13240	\$	1,492,774.00
\$	1,555,243.00	Advantage Life Small Cap Fund SPC C2	15040	\$	1,651,151.00
\$	2,513,527.00	Advantage Life Small Cap Fund SPC C3	13240	\$	2,602,934.00
\$	1,499,513.00	Advantage Life Small Cap Fund SPC T1	13240	\$	1,593,367.00
\$	11,263,214.49	TOTALS		\$	11,422,610.51

Face Cover	35,000,000
DOB	28/09/1959
Rate	178%

# Exhibit 16

# Exhibit 16



## Statement Of Account

January 1, 2012 Through December 31, 2012

BEATRICE B. DAVIS FAMILY HERITAGE TRUST

Account Number : 15501938

Caroline D. Davis

2501 Nob Hill Place North

Seattle, WA 98109

By receipt of this report, any action you may have as a beneficiary against the trustee for breach of trust based on any matter adequately disclosed in this report may be barred unless the action is begun within six months after you receive this report. If you have any questions, you may wish to obtain professional advice regarding this report.

## Portfolio Summary

Portfolio Composition		Market Value	Percentage	Sources & Uses of Funds		Amount
Cash Equivalents		\$ 5,162.97	0.04%	Total Portfolio Value	01/01/2012	\$ 12,672,852.83
Real Estate/Other		632,775.00	4.99%	Cash & Asset Receipts		175,000.00
Other Assets		12,033,895.54	94.97%	Cash & Asset Distributions		-175,030.00
Uninvested Cash		0.00	0.00%	Investment Earnings		0.68
Total Portfolio Value		\$ 12,671,823.51	100.00%	Investment Change		0.00
Estimated Annual Income		\$ 4,449.85		Total Portfolio Value	12/31/2012	\$ 12,671,823.51
Investment Earnings		This Period	Year To Date	Gain / Losses On Transactions		Year To Date
Interest - Tax Free		\$ 0.03	\$ 0.03	Realized Gains	\$ 0.00 *	\$ 0.00 *
Interest - Taxable		0.65	0.65	Realized Losses	0.00 *	0.00 *
Dividends - Taxable		0.00	0.00			
Other Income		0.00	0.00	Total Portfolio Value		\$ 12,671,823.51
Net Accrued Interest Bot/Sld		0.00	0.00	Less : Tax Cost Basis		11,533,323.83
Total Investment Earnings		\$ 0.68	\$ 0.68			
				Unrealized Gains & Losses		
				\$ 1,138,499.68		

\* Gain or Loss amount as shown may not reflect the amount to be used for income tax purposes.

# Transactions

Date	Type	Description	Income	Principal
<i>Starting Balances</i>				
01/03/2012	Daily Factor - Interest	FEDERATED TAX-FREE OBLIGATIONS FUND - IS	\$ 0.00	\$ 0.00
		Interest From 12/01/2011 To 12/31/2011	0.03	
01/03/2012	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS	0.03	
		Interest From 12/01/2011 To 12/31/2011		
02/01/2012	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS	0.05	
		Interest From 01/01/2012 To 01/31/2012		
02/10/2012	Cash Deposit	Loan Proceeds		75,000.00
		Loan from policy ACL1005-8007PC received via wire transfer		
02/10/2012	Cash Disbursement	Miscellaneous Disbursements		-75,000.00
		Paid To : Beatrice B. Davis Revocable Trust		
		Additional loan proceeds pursuant to promissory note dated 9/2/11 sent via wire transfer		
02/10/2012	Miscellaneous Fee	Administrative Fee		-15.00
		Wire transfer fee		
02/13/2012	Free Receipt	NP3 BDDAVISFAMHTR 75,000 3.860% 03/31/18		
		75000 Units @ Receipt Value of \$75,000.00		
02/13/2012	Free Receipt	NR3 BDAVISREVTR 75,000 1.630% 03/31/18		
		75000 Units @ Receipt Value of \$75,000.00		
03/01/2012	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS	0.05	
		Interest From 02/01/2012 To 02/29/2012		
03/30/2012	Cash Deposit	Loan Proceeds		100,000.00
		Loan from policy ACL1005-8007PC received via wire transfer		
04/02/2012	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS	0.11	
		Interest From 03/01/2012 To 03/31/2012		
04/02/2012	Miscellaneous Fee	Administrative Fee		-15.00
		Wire transfer fee		
04/02/2012	Cash Disbursement	Miscellaneous Disbursements		-100,000.00
		Paid To : Beatrice B. Davis Revocable Trust		
		Additional loan proceeds pursuant to promissory note dated 9/2/11 sent via wire transfer		
05/01/2012	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS	0.08	
		Interest From 04/01/2012 To 04/30/2012		



## Transactions

Date	Type	Description	Income	Principal
05/01/2012	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS Interest From 05/01/2012 To 05/31/2012	0.05	
08/01/2012	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS Interest From 06/01/2012 To 06/30/2012	0.05	
08/01/2012	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS Interest From 07/01/2012 To 07/31/2012	0.05	
08/03/2012	Market Fee	Annual Fee Of Alaska USA Trust Company		-1,000.00
09/04/2012	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS Interest From 08/01/2012 To 08/31/2012	0.05	
10/01/2012	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS Interest From 09/01/2012 To 09/30/2012	0.04	
11/01/2012	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS Interest From 10/01/2012 To 10/31/2012	0.04	
12/03/2012	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS Interest From 11/01/2012 To 11/30/2012	0.05	
		Net Transfers	-0.68	0.68
		Net Cash Management	1,029.32	1,029.32
		Ending Balances	\$ 0.00	\$ 0.00

**AlaskaUSA**

Trust Company

Account Name : BEATRICE B. DAVIS FAMILY HERITAGE TRUST

January 01, 2012 To December 31, 2012

Account No : 15501938

**Portfolio Summary**

December 31, 2012

	Portfolio %	Cost Basis	Market Value	Estimated Ann Inc	Current Yield
Cash Equivalents	0.04%	5,162.97	5,162.97	0.52	0.01%
Real Estate/Other	4.99%	632,775.00	632,775.00	4,449.33	0.70%
Other Assets	94.97%	10,895,385.85	12,033,885.54	0.00	0.00%
<b>Total Portfolio</b>	<b>100.00 %</b>	<b>11,533,323.83</b>	<b>12,671,823.51</b>	<b>4,449.85</b>	<b>0.04%</b>

*Net Cash*

0.00

*Total Market Value*

12,671,823.51

*Portfolio Components May Not Equal 100% Due To Rounding*

Account Holdings

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P.O. Box 196757, Anchorage, Alaska 99519-6757 • Phone (907) 562-5544, (888) 628-4567 toll free outside Anchorage • Fax (907) 929-5867 • [www.alaskausatrust.com](http://www.alaskausatrust.com) • [trust@alaskausatrust.com](mailto:trust@alaskausatrust.com)

APPELL000214

January 01, 2012 To December 31, 2012

Account Name : BEATRICE B. DAVIS FAMILY HERITAGE TRUST

Account No : 15501938

## Summary Of Investment Holdings

Shares or Par Value	Investment Category	Cost Basis	Unit Value	Market Value	Estimated Ann Inc	Curr Yield	% Port
<b>Short Term Investment Funds</b>							
5,162.97	FEDERATED GOVINT OBLIGATIONS FD - ISS	5,162.97	100.00	5,162.97	0.52	0.01%	0.04%
<b>Totals</b>							
		5,162.97		5,162.97	0.52	0.01%	0.04%
<b>Notes - Secured</b>							
802,775	NR1 BDAVISREVTR 802,775	802,775.00	1.00	802,775.00	13,085.23	1.63%	6.34%
Note Receivable 1; Payor Beatrice B Davis Revocable Trust. This note rolls the 3 promissory notes received from ATC into 1, and permits a revolving line of credit wherein the Payor may request additional "advances" periodically. Future "advances" pursuant to							
18,000	NR2 BDAVISREVTR 18,000	18,000.00	1.00	18,000.00	293.40	1.63%	0.14%
Note Receivable 2; Payor Beatrice B Davis Revocable Trust, First "Advance" pursuant to Cusip NR1BDRTR's line of credit.							
75,000	NR3 BDAVISREVTR 75,000	75,000.00	1.00	75,000.00	1,222.50	1.63%	0.59%
NOTE RECEIVABLE 3; PAYOR BEATRICE B DAVIS REVOCABLE TRUST; THIRDS ADVANCE PURSUANT TO CUSIP NR1BDRTR'S LINE OF CREDIT							
<b>Totals</b>							
		895,775.00		895,775.00	14,601.13	1.63%	7.07%
<b>Liabilities</b>							
-170,000	NP1 BBDAVISFAMHTR 170,000	-170,000.00	1.00	-170,000.00	-6,562.00	-3.86%	-1.34%
Note payable 1; Payor B.B. Davis Family Heritage Trust; First policy loan pursuant to revolving line of credit of 09/02/2011 from Policy ACL11105-8007PC. Unlike subsequent policy loans, this amount was incorporated into the original note receivable amount							
-18,000	NP2 BBDAVISFAMHTR 18,000	-18,000.00	1.00	-18,000.00	-594.80	-3.86%	-0.14%
Note Payable 2; Payor B.B. Davis Family Heritage Trust terms pursuant to revolving line of credit with Ashley Cooper of Sept. 2, 2011; Draw request sent 12/9/11; funds received 12/14/2011							
-75,000	NP3 BBDAVISFAMHTR 75,000	-75,000.00	1.00	-75,000.00	-2,895.00	-3.86%	-0.59%
NOTE PAYABLE 3; PAYOR B.B. DAVIS FAMILY HERITAGE TRUST; TERMS PURSUANT TO REVOLVING LINE OF CREDIT WITH ASHLEY COOPER OF 09/02/11; DRAW REQUEST SENT 02/07/12; FUNDS RECEIVED 02/10/12.							
<b>Totals</b>							
		-263,000.00		-263,000.00	-10,151.80	-3.86%	-2.07%
<b>Account Holdings</b>							

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**AlaskaUSA**  
Trust Company

Account Name : BEATRICE B. DAVIS FAMILY HERITAGE TRUST

January 01, 2012 To December 31, 2012

Account No : 15501938

## Summary Of Investment Holdings

Shares or Par Value	Investment Category	Cost Basis	Unit Value	Market Value	Estimated Ann Inc	Curr Yield	% Port
<u>Insurance Policies</u>							
1	ACLI POLICY 1105-8007PG	10,895,385.86	12,033,885.54	12,033,885.54	0.00	0.00%	94.97%
<b>Totals</b>		10,895,385.86		12,033,885.54	0.00	0.00%	94.97%
<b>Total Investments</b>		11,533,323.83		12,671,823.51	4,449.85	-0.04%	100.00%
<b>Plus Net Cash</b>				0.00			
<b>Total Market Value</b>				12,671,823.51			

Account Holdings

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# Exhibit 17

# Exhibit 17



Beatrice D. Davis Family Heritage Trust  
dated July 28, 2000  
Alaska USA Trust Company Trustee  
300 W. 36th Avenue, Suite 200  
Anchorage, Alaska 99503

QUARTERLY STATEMENT  
LFB POLICY NO. ACLT 105-8007 PC  
TRANSACTIONS FOR QUARTER ENDING: MARCH 31, 2013

RECEIVED FROM THE UNITED STATES TRUST COMPANY OF NEW YORK

USD Savings Account

01-Jan-13	Balance B/F	\$	17,001.64
08-Jan-13	Liquidation Proceeds - ALSCF CI	439.68	\$ 17,441.32
08-Jan-13	Liquidation Proceeds - ALSCF G2	439.53	\$ 17,880.85
08-Jan-13	Liquidation Proceeds - ALSCF TI	380.52	\$ 18,261.37
08-Jan-13	Liquidation Proceeds - ALSCF C2	419.74	\$ 18,681.11
01-Mar-13	Withdrawal of Members Capital - ACSC Series G2	12,548.00	\$ 16,333.11
01-Mar-13	WT Charges per Comerica	(54.00)	\$ 16,279.11
01-Mar-13	Withdrawal of Members Capital - ACSC Series CI	12,548.00	\$ 14,031.11
01-Mar-13	WT Charges per Comerica	(54.00)	\$ 13,977.11
01-Mar-13	Withdrawal of Members Capital - ACSC Series C1	12,548.00	\$ 11,429.11
01-Mar-13	WT Charges per Comerica	(54.00)	\$ 11,375.11
01-Mar-13	Withdrawal of Members Capital - ACSC Series TI	12,548.00	\$ 9,127.11
01-Mar-13	WT Charges per Comerica	(54.00)	\$ 9,073.11
04-Mar-13	Policy Loan	(50,000.00)	\$ 8,573.11
04-Mar-13	WT Charges - Policy Loan	(40.00)	\$ 8,533.11
13-Mar-13	Withdrawal of Members Capital - ACSC Series G2	13,298.00	\$ 7,235.11
13-Mar-13	WT Charges per Comerica	(54.00)	\$ 7,181.11
13-Mar-13	Withdrawal of Members Capital - ACSC Series C2	13,298.00	\$ 5,883.11
13-Mar-13	WT Charges per Comerica	(54.00)	\$ 5,829.11
13-Mar-13	Withdrawal of Members Capital - ACSC Series CI	13,298.00	\$ 4,531.11
13-Mar-13	WT Charges per Comerica	(54.00)	\$ 4,477.11
13-Mar-13	Withdrawal of Members Capital - ACSC Series TI	13,298.00	\$ 3,179.11
13-Mar-13	WT Charges per Comerica	(54.00)	\$ 3,125.11
14-Mar-13	Policy Loan	(53,000.00)	\$ 2,595.11
14-Mar-13	WT Charges - Policy Loan	(40.00)	\$ 2,555.11
22-Mar-13	Withdrawal of Members Capital - ACSC Series G2	23,607.75	\$ 2,347.36
22-Mar-13	WT Charges per Comerica	(54.00)	\$ 2,293.36
22-Mar-13	Withdrawal of Members Capital - ACSC Series C2	23,607.75	\$ 1,985.61
22-Mar-13	WT Charges per Comerica	(54.00)	\$ 1,931.61
22-Mar-13	Withdrawal of Members Capital - ACSC Series CI	23,607.75	\$ 1,523.86
22-Mar-13	WT Charges per Comerica	(54.00)	\$ 1,469.86
22-Mar-13	Withdrawal of Members Capital - ACSC Series TI	23,607.75	\$ 1,062.11
22-Mar-13	WT Charges per Comerica	(54.00)	\$ 1,008.11
24-Mar-13	Policy Loan	(94,239.00)	\$ 965.11
25-Mar-13	WT Charges - Policy Loan	(40.00)	\$ 925.11
27-Mar-13	CO6677 Cash Paid Q4 12 Ins Fees	(25.07)	\$ 899.04
27-Mar-13	CO6677 Cash Paid Q4 12 COI Fees	(16,160.01)	\$ 882.97
27-Mar-13	Withdrawal of Members Capital - ACSC Series G2	17,548.00	\$ 865.97
27-Mar-13	WT Charges per Comerica	(54.00)	\$ 811.97
27-Mar-13	Withdrawal of Members Capital - ACSC Series CI	17,548.00	\$ 757.97
27-Mar-13	WT Charges per Comerica	(54.00)	\$ 703.97
27-Mar-13	Withdrawal of Members Capital - ACSC Series C1	17,548.00	\$ 649.97
27-Mar-13	WT Charges per Comerica	(54.00)	\$ 595.97
27-Mar-13	Withdrawal of Members Capital - ACSC Series TI	17,548.00	\$ 541.97
27-Mar-13	WT Charges per Comerica	(54.00)	\$ 487.97
28-Mar-13	Liquidation Proceeds - ALSCF CI	21,771.33	\$ 509.30
28-Mar-13	Policy Loan	(70,000.00)	\$ 439.30
28-Mar-13	WT Charges - Policy Loan	(40.00)	\$ 399.30
28-Mar-13	Interest to Date	0.61	\$ 399.91
28-Mar-13	Service Fees and Stamp Duty	(1.50)	\$ 398.41
28-Mar-13	Service Fees and Stamp Duty	(1.50)	\$ 396.91
31-Mar-13	Balance C/F	\$	396.91

# Exhibit 18

# Exhibit 18



## Statement Of Account

January 1, 2013 Through December 31, 2013

**BEATRICE B. DAVIS FAMILY HERITAGE TRUST**

Account Number : 15501938

Caroline D. Davis  
2501 Nob Hill Place North  
Seattle, WA 98109

By receipt of this report, any action you may have as a beneficiary against the trustee for breach of trust based on any matter adequately disclosed in this report may be barred unless the action is begun within six months after you receive this report. If you have any questions, you may wish to obtain professional advice regarding this report.



## Portfolio Summary

Portfolio Composition		Market Value	Percentage	Sources & Uses of Funds		Amount
Cash Equivalents		\$ 15,480.68	0.12%	Total Portfolio Value	01/01/2013	\$ 12,671,823.51
Real Estate/Other		832,775.00	4.99%	Cash & Asset Receipts		1,042,689.00
Other Assets		12,033,085.54	94.89%	Cash & Asset Distributions		1,032,375.00
Uninvested Cash		0.00	0.00%	Investment Earnings		3.71
Total Portfolio Value		\$ 12,682,141.22	100.00%	Investment Change		0.00
Estimated Annual Income		\$ 4,450.88		Total Portfolio Value	12/31/2013	\$ 12,682,141.22
Investment Earnings		This Period	Year To Date	Gain / Losses On Transactions		Year To Date
Interest - Tax Free		\$ 0.00	\$ 0.00	Realized Gains	This Period	\$ 0.00
Interest - Taxable		3.71	3.71	Realized Losses		0.00
Dividends - Taxable		0.00	0.00			
Other Income		0.00	0.00	Total Portfolio Value		\$ 12,682,141.22
Net Accrued Interest Bot/Sld		0.00	0.00	Less : Tax Cost Basis		11,543,641.54
Total Investment Earnings		\$ 3.71	\$ 3.71			
				Unrealized Gains & Losses		\$ 1,138,499.68

\* Gain or Loss amount as shown may not reflect the amount to be used for income tax purposes.



January 01, 2013 To December 31, 2013

Account Name : BEATRICE B. DAVIS FAMILY HERITAGE TRUST

Account No : 15501938

## Transactions

Date	Type	Description	Income	Principal
<b>Starting Balances</b>				
01/02/2013	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS	\$ 0.00	\$ 0.00
		Interest From 12/01/2012 To 12/31/2012	0.04	
02/01/2013	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS	0.04	
		Interest From 01/01/2013 To 01/31/2013		
03/01/2013	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS	0.04	
		Interest From 02/01/2013 To 02/28/2013		
03/05/2013	Cash Deposit	Loan Proceeds		50,000.00
		Loan received via wire transfer from policy ACLI 1005-8007PC		
03/06/2013	Miscellaneous Fee	Administrative Fee		-16.00
		Wire transfer fee		
03/06/2013	Cash Disbursement	Miscellaneous Disbursements		-50,000.00
		Paid To : Beatrice B. Davis Revocable Trust		
		Additional loan pursuant to promissory note dated 9/1/11 sent via wire transfer to		
		Acct ending 331		
03/14/2013	Cash Deposit	Loan Proceeds		53,000.00
		Loan received via wire transfer from policy ACLI 1005-8007PC		
03/14/2013	Cash Disbursement	Miscellaneous Disbursements		-53,000.00
		Paid To : Beatrice B. Davis Revocable Trust		
		Additional loan pursuant to promissory note dated 9/1/11 sent via wire transfer to		
		Acct ending 331		
03/14/2013	Miscellaneous Fee	Administrative Fee		-15.00
		Wire transfer fee		
03/25/2013	Cash Deposit	Loan Proceeds		94,239.00
		Loan received via wire transfer from policy ACLI 1005-8007PC		
03/25/2013	Miscellaneous Fee	Administrative Fee		-15.00
		Wire transfer fee		
03/25/2013	Cash Disbursement	Miscellaneous Disbursements		-75,391.20
		Paid To : Christopher D. Davis		
		Initial loan pursuant to promissory note did 3/25/13 sent via wire transfer to Acct		
		ending 625		
03/26/2013	Cash Disbursement	Miscellaneous Disbursements		-18,847.80
		Paid To : Christopher D. Davis		
		Additional loan pursuant to promissory note did 3/26/13 sent via wire transfer to Acct		
		ending 625		

Transactions

Page 3

**Transactions**

Date	Type	Description	Income	Principal
03/28/2013	Cash Deposit	Loan Proceeds		70,000.00
04/01/2013	Daily Factor - Interest	Loan received via wire transfer from policy ACLI 1005-8007PC FEDERATED GOVMT OBLIGATIONS FD - ISS	0.07	
04/04/2013	Miscellaneous Fee	Interest From 03/01/2013 To 03/31/2013		-15.00
04/04/2013	Miscellaneous Fee	Administrative Fee		-15.00
04/04/2013	Cash Disbursement	Wire transfer fee		-20,000.00
04/04/2013	Cash Disbursement	Administrative Fee		-50,000.00
04/04/2013	Cash Disbursement	Wire transfer fee		-25,000.00
04/04/2013	Cash Disbursement	Miscellaneous Disbursements		-125,000.00
04/04/2013	Cash Disbursement	Paid To : Davis Family Office, LLC		290,700.00
04/04/2013	Cash Disbursement	Initial loan pursuant to promissory note did 4/4/13 sent via wire transfer to Acct ending 273		
04/04/2013	Cash Disbursement	Miscellaneous Disbursements		
04/04/2013	Cash Disbursement	Paid To : Christopher D. Davis		
04/04/2013	Cash Disbursement	Additional loan pursuant to promissory note did 3/26/13 sent via wire transfer to Acct ending 625		
05/01/2013	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS	0.10	
05/09/2013	Cash Deposit	Interest From 04/01/2013 To 04/30/2013		150,000.00
05/13/2013	Cash Disbursement	Loan Proceeds		-25,000.00
05/13/2013	Cash Disbursement	Loan received via wire transfer from policy ACLI 1005-8007PC		
05/13/2013	Cash Disbursement	Miscellaneous Disbursements		
05/13/2013	Cash Disbursement	Paid To : Davis Family Office, LLC		
05/13/2013	Cash Disbursement	Additional loan pursuant to promissory note did 4/4/13 sent via wire transfer to Acct ending 273		
05/13/2013	Cash Disbursement	Miscellaneous Disbursements		
05/13/2013	Cash Disbursement	Paid To : Christopher D. Davis		
05/13/2013	Cash Disbursement	Additional loan pursuant to promissory note did 3/26/13 sent via wire transfer to Acct ending 625		
06/03/2013	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS	0.21	
06/26/2013	Cash Deposit	Interest From 05/01/2013 To 05/31/2013		
07/01/2013	Daily Factor - Interest	Loan Proceeds		
07/01/2013	Daily Factor - Interest	Loan received via wire transfer from policy ACLI 1005-8007PC		
07/01/2013	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS	0.35	
07/01/2013	Daily Factor - Interest	Interest From 06/01/2013 To 06/30/2013		



Account Name: BEATRICE B. DAVIS FAMILY HERITAGE TRUST

January 01, 2013 To December 31, 2013

Account No: 15501938

## Transactions

Date	Type	Description	Income	Principal
07/03/2013	Cash Disbursement	Miscellaneous Disbursements Paid To : Davis Family Office, LLC Additional loan pursuant to promissory note dtd 4/4/13 sent via wire transfer to Acct ending 874		-79,900.00
07/03/2013	Cash Disbursement	Miscellaneous Disbursements Paid To : Beatrice B. Davis Revocable Trust Additional loan pursuant to promissory note dtd 9/1/11 sent via wire transfer to Acct ending 331		-69,500.00
07/03/2013	Cash Disbursement	Miscellaneous Disbursements Paid To : Christopher D. Davis Additional loan pursuant to promissory note dtd 3/26/13 sent via wire transfer to Acct ending 625		-126,300.00
07/03/2013	Miscellaneous Fee	Administrative Fee Wire transfer fee		-15.00
07/03/2013	Miscellaneous Fee	Administrative Fee Wire transfer fee		-15.00
07/03/2013	Miscellaneous Fee	Administrative Fee Wire transfer fee		-15.00
07/10/2013	Scheduled Cash Disbursement	Attorney's Fee Paid To : Stephen K. Lehnardt Payment for attorney's fees; Invoice No. 39102	-3,506.00	
08/01/2013	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS Interest From 07/01/2013 To 07/31/2013	0.30	
08/02/2013	Market Fee	Annual Fee Of Alaska USA Trust Company Annual fee 08/2013 - 08/2014		-1,000.00
09/03/2013	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS Interest From 08/01/2013 To 08/31/2013	0.14	
09/17/2013	Cash Deposit	Loan Proceeds Loan received via wire transfer from ACLJ policy 1005-8007PC		134,000.00
09/19/2013	Cash Disbursement	Miscellaneous Disbursements Paid To : Christopher D. Davis Additional loan pursuant to promissory note dtd 3/26/13 sent via wire transfer to Acct ending 625		-134,000.00
09/19/2013	Miscellaneous Fee	Administrative Fee Wire transfer fee		-15.00

Transactions

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Account Name : BEATRICE B. DAVIS FAMILY HERITAGE TRUST

January 01, 2013 To December 31, 2013

Account No : 15501938

## Transactions

Date	Type	Description	Income	Principal
10/01/2013	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS Interest From 09/01/2013 To 09/30/2013	0.16	
10/08/2013	Cash Deposit	Loan Proceeds		200,750.00
11/01/2013	Daily Factor - Interest	Loan received via wire transfer from ACLI Policy 1005-8007PC		
11/01/2013	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS Interest From 10/01/2013 To 10/31/2013	1.40	
11/14/2013	Miscellaneous Fee	Administrative Fee		-15.00
11/14/2013	Miscellaneous Fee	Wire transfer fee		-15.00
11/14/2013	Miscellaneous Fee	Administrative Fee		-15.00
11/14/2013	Miscellaneous Fee	Wire transfer fee		-15.00
11/14/2013	Cash Disbursement	Miscellaneous Disbursements		-128,000.00
11/14/2013	Cash Disbursement	Paid To : Christopher D. Davis Additional loan pursuant to promissory note dtd 3/26/13 sent via wire transfer to Acct ending 625		-50,250.00
11/14/2013	Cash Disbursement	Miscellaneous Disbursements		-50,250.00
11/14/2013	Cash Disbursement	Paid To : Davis Family Office, LLC Additional loan pursuant to promissory note dtd 4/4/13 sent via wire transfer to Acct ending 874		-22,500.00
11/14/2013	Cash Disbursement	Miscellaneous Disbursements		-22,500.00
11/14/2013	Cash Disbursement	Paid To : Beatrice B. Davis Revocable Trust Additional loan pursuant to promissory note dtd 9/1/11 sent via wire transfer to Acct ending 331		-22,500.00
12/02/2013	Daily Factor - Interest	FEDERATED GOVMT OBLIGATIONS FD - ISS Interest From 11/01/2013 To 11/30/2013	0.85	
	Net Transfers		3,502.29	-3,502.29
	Net Cash Management		0.00	-10,317.71
	Ending Balances		\$ 0.00	\$ 0.00

Transactions

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January 01, 2013 To December 31, 2013

Account Name : BEATRICE B. DAVIS FAMILY HERITAGE TRUST

Account No : 15501338

## Portfolio Summary

December 31, 2013

	Portfolio %	Cost Basis	Market Value	Estimated Ann Inc	Current Yield
Cash Equivalents	0.12%	15,480.68	15,480.68	1.55	0.01%
Real Estate/Other	4.99%	632,775.00	632,775.00	4,449.33	0.70%
Other Assets	94.89%	10,895,385.86	12,033,885.54	0.00	0.00%
<b>Total Portfolio</b>	<b>100.00 %</b>	<b>11,543,641.54</b>	<b>12,682,141.22</b>	<b>4,450.88</b>	<b>0.04%</b>

*Net Cash*

0.00

*Total Market Value*

12,682,141.22

*Portfolio Components May Not Equal 100% Due To Rounding*

Account Holdings

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## Summary of Investment Holdings

Shares or Par Value	Investment Category	Cost Basis	Unit Value	Market Value	Estimated Ann Inc	Curr Yield	Port
<b>Short Term Investment Funds</b>							
15,480.58	FEDERATED GOVMT OBLIGATIONS FD -ISS	15,480.58	100.00	15,480.58	1.55	0.01%	0.12%
<b>Totals</b>							
		15,480.58		15,480.58	1.55	0.01%	0.12%
<b>Notes - Secured</b>							
802,775	NR1 BDAVISREVTR 802,775	802,775.00	1.00	802,775.00	13,085.23	1.63%	5.33%
Note Receivable 1; Payor Beatrice B Davis Revocable Trust. This note rolls the 3 promissory notes received from ATC into 1, and permits a revolving line of credit wherein the Payor may request additional "advances" periodically. Future "advances" pursuant							
18,000	NR2 BDAVISREVTR 18,000	18,000.00	1.00	18,000.00	293.40	1.63%	0.14%
Note Receivable 2; Payor Beatrice B Davis Revocable Trust; First "Advance" pursuant to Cusip NR1BDRTR's line of credit.							
75,000	NR3 BDAVISREVTR 75,000	75,000.00	1.00	75,000.00	1,222.50	1.63%	0.59%
NOTE RECEIVABLE 3; PAYOR BEATRICE B DAVIS REVOCABLE TRUST; THIRS ADVANCE PURSUANT TO CUSIP NR1BDRTR'S LINE OF CREDIT							
<b>Totals</b>							
		895,775.00		895,775.00	14,601.13	1.63%	7.06%
<b>Liabilities</b>							
-170,000	NP1 BBDAVISFAMHTR 170,000	-170,000.00	1.00	-170,000.00	-5,552.00	-3.86%	-1.34%
Note payable 1; Payor B.B.Davis Family Heritage Trust; First policy loan pursuant to revolving line of credit of 09/02/2011 from Policy ACLI 1105-8007PC. Unlike subsequent policy loans, this amount was incorporated into the original note receivable amount							
-18,000	NP2 BBDAVISFAMHTR 18,000	-18,000.00	1.00	-18,000.00	-594.80	-3.86%	-0.14%
Note Payable 2; Payor B.B.Davis Family Heritage Trust' terms pursuant to revolving line of credit with Ashley Cooper of Sept 2, 2011; Draw request sent 12/9/11; funds received 12/14/2011							
-75,000	NP3 BBDAVISFAMHTR 75,000	-75,000.00	1.00	-75,000.00	-2,895.00	-3.86%	-0.59%
NOTE PAYABLE 3; PAYOR B.B DAVIS FAMILY HERITAGE TRUST; TERMS PURSUANT TO REVOLVING LINE OF CREDIT WITH ASHLEY COOPER OF 09/02/11; DRAW REQUEST SENT 02/07/12; FUNDS RECEIVED 02/10/12.							
<b>Totals</b>							
		-263,000.00		-263,000.00	-10,151.80	-3.86%	-2.07%
<b>Account Holdings</b>							



## Summary Of Investment Holdings

Shares or Par Value	Investment Category	Cost Basis	Unit Value	Market Value	Estimated Ann Inc	Curr Yield	% Port
1	Insurance Policies ACLI POLICY 1105-8007PC	10,895,385.86	12,033,885.54	12,033,885.54	0.00	0.00%	94.89%
<b>Totals</b>		10,895,385.86		12,033,885.54	0.00	0.00%	94.89%
<b>Total Investments</b>		11,543,641.54		12,882,141.22	4,450.88	0.04%	100.00%
<b>Plus Net Cash</b>				0.00			
<b>Total Market Value</b>				12,882,141.22			



# Exhibit 19

# Exhibit 19



Dorislee B. Davis Family Heritage Trust  
 Dated July 28, 2000  
 Alaska USA Trust Company Trustee  
 500 W. 36th Avenue, Suite 200  
 Anchorage, Alaska 99503

QUARTERLY STATEMENT  
 LIFE POLICY NO. ACLI 1105-8007 PC  
 TRANSACTIONS FOR QUARTER ENDING: JUNE 30, 2013

DATE	DESCRIPTION	AMOUNT	BALANCE
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USD Savings Account

01-Apr-13	Balance B/F	\$	24,078.97
07-May-13	Withdrawal of Members Capital - ACSC Series G2	37,550.00 \$	61,628.97
07-May-13	WT Charges per Comerica	(56.00) \$	61,572.97
07-May-13	Withdrawal of Members Capital - ACSC Series C2	37,550.00 \$	99,122.97
07-May-13	WT Charges per Comerica	(56.00) \$	99,066.97
07-May-13	Withdrawal of Members Capital - ACSC Series C1	37,550.00 \$	136,616.97
07-May-13	WT Charges per Comerica	(56.00) \$	136,560.97
07-May-13	Withdrawal of Members Capital - ACSC Series T1	37,550.00 \$	174,110.97
07-May-13	WT Charges per Comerica	(56.00) \$	174,054.97
09-May-13	Policy Loan	(150,000.00) \$	24,054.97
09-May-13	WT Charges - Policy Loan	(80.00) \$	23,974.97
30-May-13	Service Fees and Stamp Duty	(0.30) \$	23,974.67
31-May-13	Service Fees and Stamp Duty	(0.30) \$	23,974.37
11-Jun-13	CO0677 Cash Paid Q1 13 Ins Fees	(15,923.32) \$	8,051.05
11-Jun-13	CO0677 Cash Paid Q1 13 COI Fees	(33.94) \$	8,017.11
24-Jun-13	Withdrawal of Members Capital - ACSC Series G2	72,675.00 \$	80,692.11
24-Jun-13	WT Charges per Comerica	(6.00) \$	80,686.11
24-Jun-13	Withdrawal of Members Capital - ACSC Series C2	72,675.00 \$	153,361.11
24-Jun-13	WT Charges per Comerica	(6.00) \$	153,355.11
24-Jun-13	Withdrawal of Members Capital - ACSC Series C1	72,675.00 \$	226,030.11
24-Jun-13	WT Charges per Comerica	(6.00) \$	226,024.11
24-Jun-13	Withdrawal of Members Capital - ACSC Series T1	72,675.00 \$	298,699.11
24-Jun-13	WT Charges per Comerica	(6.00) \$	298,693.11
26-Jun-13	Policy Loan	(290,700.00) \$	7,993.11
26-Jun-13	WT Charges - Policy Loan	(80.00) \$	7,913.11
28-Jun-13	Bank Confirmation Fee	(72.00) \$	7,841.11
28-Jun-13	Interest to Date	0.78 \$	7,841.89
28-Jun-13	Service Fees and Stamp Duty	(0.60) \$	7,841.29
28-Jun-13	Service Fees and Stamp Duty	(0.60) \$	7,840.69
30-Jun-13	Balance C/F	\$	7,840.69

CAD Savings Account

1-Apr-13	Balance B/F	CAD	968.35
28-Jun-13	Interest to Date	0.01 CAD	968.36
30-Jun-13	Balance C/F	CAD	968.36

CASH SURRENDER VALUE

ORIGINAL COST	ASSETS HELD	# SHARES	MARKET VALUE
\$ 7,840.69	Butterfield USD Savings Account		\$ 7,840.69
\$ 920.68	Butterfield CAD Savings Account		\$ 920.68
\$ 1,940.92	ALIF Liquidity Segregated Portfolio	70.1442	\$ 2,137.04
\$ 2,501,803.00	Advantage Life Small Cap Fund SPC C3	13240	\$ 6,997,259.00
\$ 1,829,424.00	Ashley Cooper Small Cap Series C1	100	\$ 1,872,952.00
\$ 2,274,532.00	Ashley Cooper Small Cap Series C2	100	\$ 2,290,041.00
\$ 2,689,527.00	Ashley Cooper Small Cap Series G2	100	\$ 2,689,258.00
\$ 2,805,282.00	Ashley Cooper Small Cap Series T1	100	\$ 2,821,791.00
<u>\$ 12,002,270.29</u>	<u>TOTALS</u>		<u>\$ 16,682,190.41</u>

# Exhibit 20

# Exhibit 20



RECEIVED MAR 04 2014

Beatrice B. Davis Family Heritage Trust  
dated July 28, 2000  
Alaska USA Trust Company Trustee  
500 W. 36th Avenue, Suite 200  
Anchorage, Alaska 99503

QUARTERLY STATEMENT  
LIFE POLICY NO. ACLI 1105-8007 PC  
TRANSACTIONS FOR QUARTER ENDING : DECEMBER 31, 2013

DATE	DESCRIPTION	AMOUNT	BALANCE
<u>USD Savings Account</u>			
01-Oct-13	Balance B/F	\$	18,225.44
07-Oct-13	Withdrawal of Members Capital - ACSC Series G2	50,207.50 \$	68,432.94
07-Oct-13	WT Charges per Comerica	(6.00) \$	68,426.94
07-Oct-13	Withdrawal of Members Capital - ACSC Series C2	50,207.50 \$	118,634.44
07-Oct-13	WT Charges per Comerica	(6.00) \$	118,628.44
07-Oct-13	Withdrawal of Members Capital - ACSC Series C1	50,207.50 \$	168,835.94
07-Oct-13	WT Charges per Comerica	(6.00) \$	168,829.94
07-Oct-13	Withdrawal of Members Capital - ACSC Series T1	50,207.50 \$	219,037.44
07-Oct-13	WT Charges per Comerica	(6.00) \$	219,031.44
08-Oct-13	Policy Loan	(200,750.00) \$	18,281.44
08-Oct-13	WT Charges - Policy Loan	(80.00) \$	18,201.44
30-Oct-13	Service Fees and Stamp Duty	(0.30) \$	18,201.14
31-Oct-13	Service Fees and Stamp Duty	(0.30) \$	18,200.84
31-Dec-13	CO0677 Cash Paid Q3 13 Ins Fees	(26.63) \$	18,174.21
31-Dec-13	CO0677 Cash Paid Q3 13 COI Fees	(16,079.95) \$	2,094.26
31-Dec-13	Service Fees and Stamp Duty	(0.30) \$	2,093.96
31-Dec-13	Interest to Date	0.44 \$	2,094.40
31-Dec-13	Service Fees and Stamp Duty	(0.30) \$	2,094.10
31-Dec-13	Balance C/F	\$	2,094.10

CAD Savings Account

1-Oct-13	Balance B/F	CAD	965.37
30-Dec-13	Interest to Date	0.01 CAD	965.38
31-Dec-13	Balance C/F	CAD	965.38

CASH SURRENDER VALUE

ORIGINAL COST	ASSETS HELD	# SHARES	MARKET VALUE
\$ 2,094.10	Butterfield USD Savings Account		\$ 2,094.10
\$ 907.51	Butterfield CAD Savings Account		\$ 907.51
\$ 1,940.92	ALIF Liquidity Segregated Portfolio	70.1442	\$ 2,171.29
\$ 2,861,151.93	Advantage Life Small Cap Fund SPC C3	13240	\$ 7,153,406.00
\$ 1,739,097.00	Ashley Cooper Small Cap Series C1	100	\$ 1,860,616.00
\$ 2,184,205.00	Ashley Cooper Small Cap Series C2	100	\$ 2,242,552.00
\$ 2,579,201.00	Ashley Cooper Small Cap Series G2	100	\$ 2,617,436.00
\$ 2,715,956.00	Ashley Cooper Small Cap Series T1	100	\$ 2,749,335.00
<u>\$ 12,084,553.46</u>	<u>TOTALS</u>		<u>\$ 16,628,517.90</u>

Face Cover. 35,000,000  
DOB 28/09/1959  
Rate 157%

There is a policy loan on this account, please contact home office for further details

# Exhibit 21

# Exhibit 21



Heatrice B. Davis Family Heritage Trust  
dated July 28, 2000  
FHT Holdings LLC  
c/o Dunham Trust Company  
241 Ridge Street, Suite 100  
Reno, Nevada, 89501

QUARTERLY STATEMENT  
LIFE POLICY NO. ACIJ 1105-8007 PC  
TRANSACTIONS FOR QUARTER ENDING: JUNE 30, 2014

DATE	DESCRIPTION	AMOUNT	BALANCE
<u>USD Savings Account</u>			
01-Apr-14	Balance B/F	\$	125.07
20-May-14	Withdrawal of Members Capital - ACSC Series G2	4,485.00 \$	4,610.07
20-May-14	WT Charges per Comerica	(6.00) \$	4,604.07
20-May-14	Withdrawal of Members Capital - ACSC Series C2	4,485.00 \$	9,089.07
20-May-14	WT Charges per Comerica	(6.00) \$	9,083.07
20-May-14	Withdrawal of Members Capital - ACSC Series C1	4,485.00 \$	13,568.07
20-May-14	WT Charges per Comerica	(6.00) \$	13,562.07
20-May-14	Withdrawal of Members Capital - ACSC Series T1	4,485.00 \$	18,047.07
20-May-14	WT Charges per Comerica	(6.00) \$	18,041.07
21-May-14	CD0677 Cash Paid Q2 14 Ins Fees	(3.98) \$	18,037.09
21-May-14	CD0677 Cash Paid Q2 14 COI Fees	(17,918.90) \$	118.19
12-Jun-14	Withdrawal of Members Capital - ACSC Series G2	6,250.00 \$	6,368.19
12-Jun-14	WT Charges per Comerica	(6.00) \$	6,362.19
12-Jun-14	Withdrawal of Members Capital - ACSC Series C2	6,250.00 \$	12,612.19
12-Jun-14	WT Charges per Comerica	(6.00) \$	12,606.19
12-Jun-14	Withdrawal of Members Capital - ACSC Series C1	6,250.00 \$	18,856.19
12-Jun-14	WT Charges per Comerica	(6.00) \$	18,850.19
12-Jun-14	Withdrawal of Members Capital - ACSC Series T1	6,250.00 \$	25,100.19
12-Jun-14	WT Charges per Comerica	(6.00) \$	25,094.19
13-Jun-14	Policy Loan	(25,000.00) \$	94.19
13-Jun-14	Wire Transfer Charges - Policy Loan	(40.00) \$	54.19
27-Jun-14	Interest to Date	0.02 \$	54.21
30-Jun-14	Balance C/F	\$	54.21

<u>CAD Savings Account</u>			
1-Apr-14	Balance B/F	CAD	965.39
27-Jun-14	Interest to Date	0.01 CAD	965.40
30-Jun-14	Balance C/F	CAD	965.40

CASH SURRENDER VALUE

ORIGINAL COST	ASSETS HELD	# SHARES	MARKET VALUE
\$ 54.21	Butterfield USD Savings Account		\$ 54.21
\$ 903.15	Butterfield CAD Savings Account		\$ 903.15
\$ 1,940.92	ALIF Liquidity Segregated Portfolio	70,1442	\$ 2,225.75
\$ 2,337,492.93	Advantage Life Small Cap Fund SPC C3	13240	\$ 6,708,689.99
\$ 1,724,573.50	Ashley Cooper Small Cap Series C1	100	\$ 1,890,030.00
\$ 2,169,681.50	Ashley Cooper Small Cap Series C2	100	\$ 2,242,177.00
\$ 2,579,515.26	Ashley Cooper Small Cap Series G2	100	\$ 2,685,680.00
\$ 2,701,433.00	Ashley Cooper Small Cap Series T1	100	\$ 2,813,609.00
<u>\$ 11,715,594.47</u>	<u>TOTALS</u>		<u>\$ 16,343,238.10</u>
Cost			(2,030,689) Policy Loans
		Face Cover	35,000,000
		DOB	28/09/1959
		Rate	157%

There is a policy loan on this account, please contact home office for further details

\$14,312,549.10 Market Value 6/30/14

# Exhibit 22

# Exhibit 22

BEATRICE B. DAVIS REVOCABLE TRUST INDENTURE

THIS INDENTURE, entered into this 4th day of April, 1990, by and between BEATRICE B. DAVIS, Settlor, and BEATRICE B. DAVIS, Trustee.

W I T N E S S E T H:

WHEREAS, Settlor desires to establish a funded, revocable trust with the Trustee for the benefit of the beneficiaries hereinafter named and upon the conditions hereinafter stated; and

WHEREAS, Settlor has simultaneously with the execution of this Indenture deposited with the Trustee certain property and/or policies of life insurance upon the life of Settlor;

NOW, THEREFORE, in consideration of the premises and of the acceptance of this trust by the Trustee and of the promise of the Trustee to hold said property and policies and the proceeds thereof and to perform the duties hereinafter set out, Settlor agrees to cause the Trustee, as such, to be made owner of such property and beneficiary of said insurance policies (but subject always during the lifetime of Settlor to her right to revoke this Indenture and her right to change the beneficiary in such policies, or any of them).

TO HAVE AND TO HOLD such property and insurance policies, and any additional life insurance policies or other property which may hereafter be added to this trust, whether by Will or otherwise (all of which together may hereinafter be referred to as the "trust estate"), IN TRUST, NEVERTHELESS, for the following uses and purposes, and subject to the terms, conditions, powers and agreements hereinafter set forth:

FIRST. It is expressly agreed that the Trustee shall be under no duty or obligation whatever to pay or see to the payment of any premium or assessment upon any life insurance policy at any time held by her hereunder, and the Settlor



expressly reserves the right to pay or not to pay said premiums or assessments or any of them, in addition to any other rights hereinafter reserved.

SECOND. The Trustee shall take, hold, manage, invest and reinvest the trust estate and, during the lifetime of Settlor, shall pay all of the net income to or for the benefit of Settlor and her husband in quarterly or more frequent installments. Further, the Trustee shall pay such sum or sums from the principal of the trust estate to or for the benefit of Settlor and her husband as requested by Settlor, and the Trustee may, in her sole discretion, pay such sum or sums to or for the benefit of Settlor and her husband from the principal of the trust estate as she deems necessary to provide for the health, education, care, maintenance, comfort and support of Settlor and her husband.

THIRD. Upon the death of Settlor, the Trustees shall promptly make due proof of Settlor's death to the insurance companies issuing any policies deposited hereunder, and the Trustees shall collect the proceeds of any and all policies which may then be held by them hereunder; and in case of any controversy over the collection thereof, the Trustees shall, upon being indemnified for their expenses, have full power and authority in their discretion to sue upon any such policy or policies, and before or after any suit to settle or compromise any claim arising out of such policy or policies, as they deem advisable and to the interest of the trust estate hereby created.

FOURTH. Upon the death of Settlor the Trustees may, in their discretion, distribute to Settlor's Personal Representative, or pay directly to the appropriate creditors or taxing authority, from the principal of the trust estate, all debts owed by Settlor, the expenses of her last illness, funeral and burial, including a suitable gravestone, and any estate or inheritance taxes that may be owing on account of her death (whether assessed against Settlor's estate or the

beneficiaries thereof and including taxes assessed because of assets outside of Settlor's probated estate such as insurance, jointly-held property, retained life estates and the corpus of this trust); provided, that the Trustees shall not make any such payments with respect to taxes payable by reason of property over which Settlor has a power of appointment or by reason of property in which Settlor has an income interest for life for which a marital deduction was previously elected and allowed; and provided further that any United States securities held by the Trustees which may be applied in payment of the Federal Estate Tax in accordance with Section 6312 of the Internal Revenue Code and the regulations thereunder shall be so applied before any other asset held by Settlor's Personal Representative or held hereunder, any other provision hereof to the contrary notwithstanding.

FIFTH. Upon the death of Settlor, and after payment or provision for payment has been made as provided in paragraph FOURTH, all of the assets then comprising the trust estate shall be retained by the Trustees and shall be held and disposed of as follows:

1. A. The Trustees shall distribute the following bronze sculptures to the NELSON GALLERY FOUNDATION:

Bronze Sculpture by William Wauer "Head of Herwarth Walden" 1916;

Bronze Sculpture by Elie Nadleman "Draped Standing Female Figure" 1908.

B. The Trustees shall distribute any remaining furniture, household goods, wearing apparel, jewelry, personal effects, club memberships, and any motor vehicles, together with all policies of insurance on or in connection with such property, in accordance with any written statement or list which Settlor may leave directing disposal of such property. If more than one such statement or list is found, the most recent shall govern in the event of any

inconsistency among the lists, but to the extent practicable, the directions in all such lists shall be followed. If no list is found within two months after Settlor's death, or if any list or lists do not provide for all of the property set forth above, the property and insurance policies not provided for by such list or lists shall be distributed to Settlor's husband, ILUS W. DAVIS, if he survives Settlor. If Settlor's husband predeceases her, the properties and policies not provided for by such list or lists shall be distributed in equal shares to Settlor's children who survive her, to be divided as they agree. If within three months of Settlor's death her children fail to agree upon a division, the property and policies shall be distributed between Settlor's children in equal shares by the Trustees.

C. The reasonable cost of protecting, appraising, packing, storing, shipping, cleaning, and insuring all property disposed of in this paragraph shall be paid as an expense of administering the trust estate.

D. The Trustees are authorized to make a binding and conclusive resolution of any reasonable doubt as to whether any particular asset or assets are included in the property disposed of by this paragraph.

2. The Trustees shall distribute the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), in cash or in BOATMEN'S BANCSHARES, INC. stock to each of Settlor's children who survive her, CHRISTOPHER D. DAVIS and CAROLINE D. DAVIS. If either of Settlor's children do not survive her but have issue who survive her, such issue shall take such child's bequest per stirpes.

3. The remaining trust estate shall be retained by the Trustees upon the trusts and for the uses and purposes hereinafter stated. The Trustees shall hold, manage, invest and reinvest the trust estate, shall collect and receive all interest and income therefrom, and shall distribute such

share and said interest and income (hereinafter the "trust estate") as follows:

A. The Trustees shall pay the income from the trust estate quarterly or more frequently to Settlor's husband during his lifetime.

B. (1) The Trustees may pay to Settlor's husband such sums from the principal of the trust estate as the Trustees deem necessary or advisable from time to time for his health, support, education and maintenance, considering his income from all sources known to the Trustees.

(2) Upon the written request of Settlor's husband, at any time and from time to time, the Trustees shall pay to him, out of the principal of the trust estate, an amount up to but not exceeding for any one calendar year the sum of \$100,000.00; provided, however, that if no request is made for any calendar year, no payment of principal shall be made in any subsequent year because of the amount not so requested.

C. The Trustees may elect to have a specific portion or all of the trust estate, hereinafter referred to as the "qualified portion", treated as qualified terminable interest property for federal estate tax purposes. If an election is made as to less than all of the trust estate, the specific portion shall be expressed as a fraction, and the value of the qualified portion at any time may be determined by multiplying the value of the trust estate at that time by the fraction then in effect. At the time of each payment of principal pursuant to the provisions of paragraph B, the fraction shall be adjusted first by restating it so that the numerator and the denominator are the values of the qualified portion and of the trust estate, respectively, immediately prior to the payment, and then by subtracting the amount of the payment from each of the numerator and the denominator, except that the numerator shall not be reduced below zero.

D. Upon the death of Settlor's husband, the trust for Settlor's husband shall terminate and the trust estate shall be distributed as provided in paragraph E, except that, unless Settlor's husband directs otherwise by his Will, the Trustees shall first pay from the principal of the qualified portion, directly or to the legal representative of Settlor's husband's estate as the Trustees deem advisable, the amount by which the estate and inheritance taxes assessed by reason of the death of Settlor's husband shall be increased as a result of the inclusion of the qualified portion in his estate for such tax purposes. The selection of assets to be sold to pay that amount, and the tax effects thereof, shall not be subject to question by any beneficiary. Notwithstanding any other provision of this Trust, all income of the qualified portion accrued or undistributed at the death of Settlor's husband shall be paid to his estate.

E. Subject to the provisions of paragraph G below, upon termination of the trust estate, all of the assets then comprising the trust estate (after payment as provided in paragraph D above has been made) shall be distributed in equal shares to Settlor's children, CHRISTOPHER D. DAVIS and CAROLINE D. DAVIS. If any child of Settlor shall not then be living, his or her share of the trust estate shall be distributed as he or she appoints, each of Settlor's children hereby being granted full power to appoint, free of the trust, the entire principal and income remaining in his or her share at the time of his or her death, so appointing the same in favor of his or her estate or in favor of one or more persons or partly in favor of one or more persons in any manner, either outright or in trust, and under any conditions, limitations or provisions which he or she may designate, and said general power of appointment shall be exercisable by Settlor's child alone and in all events. If, however, Settlor's child fails to exercise said general power of appointment, or if any exercise by him or

her is invalid or for any reason whatsoever fails to take effect, if such child has issue then living, such issue shall take such child's share per stirpes. If any child of Settlor shall not then be living and have no issue then living, the unappointed portion of the share of such child shall lapse and the share of the other child of Settlor then living (or the share of the issue of the other) shall be increased proportionately. If both of Settlor's children shall not then be living and have no issue then living, all of the unappointed assets then comprising the trust estate shall be distributed to the person or persons in the shares and proportions in which Settlor's Administrator would have been required to distribute the same had she then died intestate, a resident of the State of Missouri and possessed of such property at such time.

F. Settlor's Personal Representative is granted by law the election to treat certain interests in assets held as a part of the trust estate as qualified terminable interest property for marital deduction purposes. Settlor has given the Trustees the power to make this election herein. Settlor's Personal Representative shall have final authority as to the making of the election for federal tax purposes. However, the Trustees shall give Settlor's Personal Representative their advice regarding such election, it being Settlor's intent that Settlor's Personal Representative adhere to the advice of the Trustees when making such election. The Trustees shall consider advising exercise of the election to reduce Settlor's estate taxes, and to defer their payment, to the greatest extent practicable. Settlor recognizes that exercising the election will increase the value of the assets subsequently includable in Settlor's husband's gross estate for federal estate tax purposes. Settlor believes that the investment yield and appreciation on the assets which would otherwise be paid in estate taxes on her estate, and the reduced need for liquid

assets, should at least offset any resulting increase in Settlor's husband's estate taxes. In case of reasonable doubt whether to exercise the election, or the extent to which the election should be exercised, the Trustees should normally advise exercise of the election and should advise exercising it to obtain a larger, rather than a smaller, marital deduction. In determining Settlor's husband's life expectancy, assets, income and other resources, conclusive reliance may be placed upon written representations of those facts made by Settlor's husband. The Trustees shall incur no liability for determining whether to exercise the election, or the extent to which it should be exercised.

G. (1) After division of the trust estate into equal shares for the benefit of Settlor's children, each share shall be held and distributed as provided in this paragraph G. Each share created for a child then living shall be held and distributed as provided in subparagraph (2). Each share created for the then living issue of any child of Settlor who is not then living but has issue then living shall, subject to the provisions of paragraph TENTH 1, be distributed to such issue per stirpes.

(2) The Trustees shall hold each child's share upon the trusts and for the uses and purposes hereinafter stated. Each of the shares so held and entrusted shall constitute and be administered as a separate trust. The Trustees shall hold, manage, invest and reinvest each of said shares, shall collect and receive all income and interest therefrom, and shall distribute such share and said interest and income (hereinafter the "trust estate") as follows:

(a) All of the net income from each child's trust estate shall be paid quarterly or more frequently to or for his or her benefit for the duration of his or her life.



(b) The Trustees are further authorized and empowered to pay to or for the benefit of each child, out of the principal of his or her trust estate, at any time and from time to time, such sum or sums as the Trustees deem advisable or necessary to provide adequately for such child's health, maintenance, education and support.

(c) Upon the written request of Settlor's child, at any time and from time to time, the Trustees shall pay to him or her, out of the principal of his or her trust estate, an amount which is the difference between the "maximum allowable withdrawal" (as defined below) less all amounts previously withdrawn. The maximum allowable withdrawal shall be determined by multiplying the sum of the principal balance of the trust estate valued as of December 31 of the prior year plus the amount of all prior withdrawals by a percentage determined by multiplying Twenty Percent (20%) by the number of calendar year ends which have passed since the date of division of the trust estate into equal shares. In any event, on the fifth anniversary of division of the trust estate into equal shares, the Trustees shall pay, upon the written request of Settlor's child, at any time and from time to time, all or any part of Settlor's child's trust estate to him or her.

(d) Upon the death of Settlor's child, his or her trust shall terminate and all of the assets then comprising his or her trust estate, including all accrued interest and income, shall be distributed in such manner and to such person or persons as Settlor's child by his or her Will specifically appoints, Settlor's child hereby being granted full power to appoint, free of the trust, the entire principal and income remaining in his or her trust estate at the time of his or her death, so appointing the same in favor of his or her estate or in favor of any one or more persons or partly in favor of any one or more persons in any manner, either outright or in trust, and under any conditions,



limitations or provisions which he or she may designate, and said general power of appointment shall be exercisable by Settlor's child alone and in all events. If, however, Settlor's child fails to exercise said general power of appointment, or if any exercise by him or her is invalid or for any reason whatsoever fails to take effect, then upon the death of Settlor's child, subject to the provisions of paragraph TENTH 1, the trust estate shall be distributed to such child's issue then living, per stirpes. If Settlor's child has no issue then living, the trust of his or her share shall terminate and all of the assets at that time comprising his or her trust estate shall be distributed to Settlor's issue then living, per stirpes; provided, that if Settlor's other child is then living, the assets which would otherwise be distributed to him or her outright shall be distributed to his or her trust estate. If Settlor has no issue then living, the Trustees shall distribute all of the assets then comprising the trust estate, including all accrued interest and income, to such person or persons in the shares and proportions in which Settlor's Administrator would have been required to distribute the same had she then died intestate, a resident of the State of Missouri and possessed of such assets at such time.

4. In any event, and regardless of each and any of the above and foregoing provisions, twenty-one (21) years after the death of the last to die of all of the beneficiaries herein named or described who are living at the date of Settlor's death, all trusts hereunder shall terminate, if the same have not already terminated by said time, and all of the assets then comprising the trust estate, including all accrued interest and income, shall be distributed free and clear of all trusts to the person or persons then entitled to receive the same in accordance with the foregoing provisions.

SIXTH. Settlor during her lifetime reserves the right, by her own acts alone and without the consent or approval of

the Trustee (a) to sell, assign, or hypothecate any property and any policy or policies held under this instrument; (b) to exercise any option or privilege granted in said policies or any of them; (c) to borrow any sum or sums in accordance with the provisions of any of said policies and to receive all payments and dividends, surrender value, bonuses, and privileges of any kind which may accrue on account of any of said policies during the lifetime of Settlor; (d) to withdraw from the operation of this agreement any or all of such property and any or all of said policies; (e) to revoke this instrument; (f) to change the beneficiaries hereunder and the payments and plan of distribution to each; and (g) to cause additional policies of insurance to be made payable to the Trustee and to make the Trustee owner of additional property and to bring the same within the operation of this agreement by affixing hereto an exhibit setting forth the description of such additional policies and property; it being understood that this trust as to life insurance proceeds shall be operative only with respect to the proceeds of the policies that may be due and payable to the Trustee upon the death of Settlor after deduction of all charges against said policies by way of advancements or loans to Settlor or any other person.

SEVENTH. In addition to the rights above reserved by Settlor, this agreement may be modified, amended or altered at any time by mutual consent of Settlor and the Trustee, the same to be evidenced by written instrument executed by both parties.

EIGHTH. 1. If for any reason BEATRICE B. DAVIS is incapacitated or otherwise cannot act or shall cease to serve as Trustee hereunder, ILUS W. DAVIS shall serve as successor Trustee. Upon the death of BEATRICE B. DAVIS, ILUS W. DAVIS and BOATMEN'S FIRST NATIONAL BANK OF KANSAS CITY shall serve as Trustees. If for any reason ILUS W. DAVIS cannot act or shall cease to serve as Trustee, CHRISTOPHER J. ANDERSON

shall serve as Trustee in his place. If for any reason CHRISTOPHER J. ANDERSON cannot act or shall cease to serve as Trustee, such partner of the law firm of Armstrong, Teasdale, Schlafly, Davis & Dicus, or the successor law firm thereto, as the members thereof shall designate, shall serve as Trustee in his place.

2. Any Trustee acting hereunder may resign at any time by delivering not less than thirty (30) days' written notice to Settlor, during her lifetime, and, after her death, to all of the legally competent beneficiaries over twenty-one (21) years of age to whom income may then be payable and, thereafter, the successor Trustee or Trustees, as provided herein, shall serve until all trusts hereunder are terminated.

3. During the existence of any trust created hereunder, the individual Trustee or Trustees, acting unanimously if there is more than one, shall have the right to remove the corporate Trustee and appoint a successor corporate Trustee. Such right of removal shall be continuing and shall be exercised by the individual Trustee or Trustees serving the acting corporate Trustee with written notice of its removal, which notice shall specify the successor corporate Trustee and certify a successor corporate Trustee's willingness to serve as Trustee. Within sixty (60) days thereafter, the corporate Trustee so removed shall deliver all assets then held to its successor.

4. The individual Trustee, or the beneficiaries to whom such notice of resignation shall be given by the resigning Trustee may, without liability to any present or future beneficiary, approve the accounts of, and give a full and complete release and discharge to, any such removed or resigned Trustee. Except in cases where a successor is provided in paragraph 1, the individual Trustee or such beneficiaries as the case may be, may appoint any bank or trust company organized under the laws of the United States,

or one of the States thereof, possessing trust powers and having a combined capital and surplus of not less than Two Million Dollars (\$2,000,000.00), as successor Trustee hereunder. No successor Trustee shall be liable or responsible for any act or default of any predecessor Trustee or for any loss or expense resulting from or occasioned by anything done or neglected to be done in the administration of the trust estate prior to its becoming a Trustee, nor shall it be required to inquire into or take any notice of the prior administration of the trust estate.

NINTH. The Trustee shall have the following powers, and any others that may be granted by law, with respect to each trust, to be exercised as the Trustee in her discretion shall determine to be to the best interests of the beneficiaries:

1. To retain any property or undivided interests in property received from any source, including residential property, regardless of any lack of diversification, risk or nonproductivity;
2. To invest and reinvest the trust estate in bonds, notes, stocks of corporations regardless of class, common trust funds, real estate or any interest in real estate, interests in trusts or in any other property or undivided interests in property, wherever located, without being limited by any statute or rule of law concerning investments by trustees;
3. To sell any trust property, for cash or on credit, at public or private sales; to exchange any trust property for other property; to grant options to purchase or acquire any trust property; and to determine the prices and terms of sales, exchanges and options;
4. To operate, maintain, repair, rehabilitate, alter, improve or remove any improvements on real estate; to make leases and subleases for terms of any length, even though the terms may extend beyond the termination of the trust; to subdivide real estate; to grant easements, give consents and make contracts relating to real estate or its use; and to release or dedicate any interest in real estate;
5. To borrow money for any purpose, either from the banking department of a corporate trustee or from others, and to mortgage or pledge any trust property;
6. To employ attorneys, auditors, depositaries and agents, with or without discretionary powers; to exercise in person or by proxy all voting and other rights with respect to stocks or other securities; and to keep any property in bearer form or in the name of the Trustee, a nominee of the Trustee or a nominee of the depositary used by the Trustee with or without disclosure of any fiduciary relationship;
7. To determine in an equitable manner with due regard to the respective interests of any income beneficiary and any remainderman the allocation or apportionment of all receipts and disbursements between income and principal; the Trustee shall not set aside reserves for depreciation unless the Trustee deems it to be necessary for the preservation of

tangible property to create reasonable reserves for rehabilitation, major repairs or replacement of such property;

8. To take any action with respect to conserving or realizing upon the value of any trust property and with respect to foreclosures, reorganizations or other changes affecting the trust property; to collect, pay, contest, compromise or abandon demands of or against the trust estate wherever situated; and to execute contracts, notes, conveyances and other instruments, including instruments containing covenants, representations and warranties binding upon and creating a charge against the trust estate and containing provisions excluding personal liability;

9. To receive additional property from any source and add it to the trust estate;

10. To enter into any transaction authorized by this paragraph with trustees, executors or administrators of any trust or estate in which any beneficiary has an interest even though any such trustee or representative is also a trustee under this instrument; and in any such transaction to purchase property, or make loans on notes secured by property, even though similar or identical property constitutes all or a large proportion of the balance of the trust estate, and to retain any such property or note with the same freedom as if it had been an original part of the trust estate;

11. To make any distribution or division of the trust property in cash or in kind or both, and to continue to exercise any powers and discretion for a reasonable period after the termination of the trust, but only for so long as no rule of law relating to perpetuities would be violated;

12. To allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or trusts, and to determine the value of any such property; and to make joint investments of funds in the trusts, and to hold the several trusts as a common fund dividing the net income among the beneficiaries of the several trusts proportionately;

13. To transfer the assets of any trust to another situs and to appoint as a special trustee any individual or corporation authorized under the laws of the United States or of any state to administer trusts and to remove any special trustee and reappoint itself;

14. To collect in any manner the net proceeds of any employee benefit plan, individual retirement account, deferred compensation plan or life insurance policy; payment to and the receipt of the Trustee shall be a full discharge of the liability of any payor, which need not take notice of this instrument or see to the application of any payment; the Trustee need not engage in litigation to enforce payment without indemnification satisfactory to her for any resulting expense.

TENTH. 1. If any beneficiary to whom the Trustee is directed in a preceding provision to distribute any share of trust principal is under the age of twenty-one years or a legal disability other than age when the distribution is to be made and if the Trustee is not otherwise directed in this instrument to hold such share in trust, such beneficiary's share shall vest in interest in him indefeasibly, but the Trustee may in her discretion distribute such share to a custodian under any transfer to minors law (including any appropriate Gifts to Minors Act or Transfer to Minors Law) or hold it as a separate trust for such period of time as the

Trustee deems advisable, but not after the time the beneficiary reaches that age or is no longer under a disability other than age. If the Trustee holds such share as a separate trust, the Trustee may use for the benefit of the beneficiary so much of the income and principal as the Trustee shall determine to be required for the beneficiary's support and education, adding any excess income to principal. If such person dies before attaining the age of twenty-one (21) years or legal capacity to act, all such principal and income shall be paid to the estate of such person. The authority herein conferred upon the Trustee by this paragraph shall be construed as a power only and shall not operate to suspend or prevent the absolute vesting of any property in such person. With respect to the administration of any such property, the Trustee shall have all the powers vested in her under the provisions of this instrument, and shall be entitled to reasonable compensation for her services.

2. With the exception of income earned in a Qualified Terminable Interest Property Trust, or unless otherwise provided, upon the death of any beneficiary any accrued or undistributed income shall be held and accounted for, or distributed, in the same manner as if it had been received and accrued after the beneficiary's death.

3. If at any time any beneficiary to whom the Trustee is directed in this instrument to pay any income is under legal disability or is in the opinion of the Trustee incapable of properly managing his affairs, the Trustee may use such income for his benefit.

4. The Trustee either may expend directly any income or principal which she is authorized in this instrument to use for the benefit of any person, or may pay it over to him or for his use to his parent, guardian, custodian under any Transfer to Minors Act or to any person with whom he is residing, without responsibility for its expenditure.

5. In determining whether and to what extent to make discretionary payments of income or principal to, or for the benefit of, any beneficiary, the Trustee may, but shall not be required to, take into account any other property or sources of income or support of the beneficiary known to the Trustee. Discretionary payments of income or principal shall not be considered as advancements.

6. During the entire duration of any trust established pursuant to this instrument, each and every beneficiary of said trust shall be without power, voluntarily or involuntarily, to sell, mortgage, pledge, hypothecate, assign, alienate, anticipate, transfer or convey any interest in the trust estate or the property constituting the trust estate or the income therefrom until the same is actually paid into his or her hands, and no part thereof or the property contained therein shall be subject to the claims of creditors of any beneficiary, or to judgment, levy, execution, sequestration, attachment, bankruptcy proceedings, or other equitable or legal process.

7. In determining whether and to what extent a power of appointment has been exercised by will, the Trustee may rely upon any instrument admitted to probate in any jurisdiction as the will of the holder of the power. The Trustee may act as if the holder of the power died intestate if the Trustee has no notice of a will within three months after the holder's death. This paragraph shall not affect the rights of an appointee or beneficiary against any distributee.

8. No trustee shall be required to give any bond as trustee; to qualify before, be appointed by or in the absence of breach of trust to account to any court; or to obtain the



order or approval of any court in the exercise of any power or discretion.

9. The Trustee may rely upon any notice, certificate, affidavit, letter, telegram or other paper or document believed by her to be genuine, or upon any evidence deemed by her to be sufficient, in making any payment or distribution. The Trustee shall incur no liability for any payment or distribution made in good faith and without actual notice or knowledge of a changed condition or status affecting any person's interest in the trust.

10. Except for any period during which the Settlor is serving as Trustee, during the entire duration of any trust established hereunder, the Trustee shall keep accurate books of account of all transactions pertaining to each trust estate, showing the receipt of both principal and income and all investments and change in investments and showing the disbursements and charges for her services as Trustee hereunder. These books shall be open at all reasonable times for inspection by the beneficiaries hereunder who are actually entitled to participate in the net income and/or principal of the trust estate. The Trustee shall at least annually render to the beneficiaries entitled to participate in the net income and/or principal of each trust estate, statements reflecting the then actual condition of the trust estate, showing all receipts, disbursements of income and principal, changes of investments and investments then held as a part of the trust estate.

11. Except as to any trust established for Settlor's spouse, the Trustee is specifically authorized to merge any trust hereunder with any other trust hereunder or any other trust, by whomsoever created, which trust or trusts have the same beneficiaries, for any period of time when the governing provisions shall be substantially the same, and the Trustee shall likewise have the power, should she deem it advisable to do so, to maintain any two or more of the separate shares hereunder for separate beneficiaries as a single account for purposes of more convenient or economical investment or accounting, preserving the separate identity of the beneficiaries' interest.

12. No person dealing with the Trustee or any trust established hereunder shall be bound to inquire into or be liable for the application of any money or other consideration loaned or otherwise paid to the Trustee or to inquire into the power or authority of the Trustee, or into the validity, expediency or propriety of any transaction affecting the trust estate or any part thereof. All persons interested in any part of this trust estate shall be forever bound by any action taken by the Trustee in good faith in the exercise of any of her powers, privileges or discretions.

13. The Trustee shall be empowered, in her sole and absolute discretion, to terminate any trust in whole or with respect to any share of a trust if such trust or share thereof shall be or become of a size that is no longer economical to administer. In the event of any such termination, the assets of the trust or share thus terminated shall thereupon be paid and distributed, free and clear of all trusts, to the persons then beneficially entitled to receive payments of income from such trust. If there shall be more than one person entitled to receive income from a given trust or share which is terminated pursuant to this paragraph, the assets thereof shall be divided in proportion to their interests hereunder among all persons so entitled to share in such income.

14. In addition to her reasonable expenses incurred in the performance of her duties under any trust established

pursuant to this instrument, the Trustee shall be entitled to receive reasonable compensation for her services hereunder in accordance with the corporate Trustee's published schedule of fees in effect from time to time, if a corporate Trustee is serving hereunder.

15. The Trustee is expressly relieved from any and all statutory accounting or reporting duties which would otherwise be placed upon her by law.

16. No Trustee shall participate in the exercise of any discretion with respect to distribution of income or principal of any portion of the trust property in which the Trustee, or any person the Trustee is obligated to support, has any beneficial interest, and the discretion shall be exercised only by the remaining trustee or trustees.

17. The Trustees may entrust sole custody of any securities, cash, or other property held by them to either of them. Either Trustee may, by instrument in writing, from time to time, delegate to the other the exercise of any or all of the powers conferred upon the Trustees by this instrument, and may at pleasure revoke any such delegation, which revocation shall be effective upon receipt.

18. The successor Trustees are expressly authorized to retain as an investment of any trust hereunder securities of BOATMEN'S BANCSHARES, INC. (including stocks, bonds, debentures and any other form of securities representing either or both a proprietary interest in or obligation of said corporation), and of any other corporate successor or subsidiary to or affiliated with the corporate successor Trustee which is now or hereafter assigned, devised, bequeathed, transferred or delivered to them (all of which, if more than one, are hereinafter referred to as "the Company"). Pending sale or final distribution of said securities or liquidation of the Company, the successor Trustees shall have the following authority and discretions in addition to the general grant of authority and discretion elsewhere herein given to them:

(a) To participate in the management of the Company;

(b) To supervise the conduct of the Company's business;

(c) To extend credit to the Company from the banking department of the corporate successor Trustee without in any way increasing, limiting or otherwise affecting its duties, responsibilities and liabilities as corporate successor Trustee;

(d) To increase the investment of a trust in the Company either or both by way of secured or unsecured loans to the Company, by the purchase of stock from other stockholders of the Company, expressly including stock owned by a beneficiary, or by subscription to additional stock, either or both common and preferred, or by pledging assets for the debts of the Company, provided, however, that the Trustees shall vote any and all stock in BOATMEN'S BANCSHARES, INC. as directed by a majority of the adult then current income beneficiaries of each trust established hereunder in the following manner:

(1) Only current income beneficiaries over the age of twenty-one (21) years shall be entitled to participate in the direction to the Trustees. If any current income beneficiary is under the age of twenty-one (21) years, his or her most immediate ancestor (jointly if more than one)



shall be entitled to participate on his or her behalf (all of whom are hereafter referred to as "eligible voters").

(2) Each eligible voter may give the Trustees his or her instruction regarding voting of stock of the Company on any matter put to a vote of the shareholders. The weight to be given to each such instruction by the Trustees shall be a percentage which is the same as the percentage which that eligible voter's current income interest in each trust bears to the total current income interests in each trust estate. A beneficiary's current income interest shall be determined on the basis of actual income paid to the beneficiary during the preceding twelve-month period.

(3) Five full business days prior to the deadline set by the Company for receipt of votes by shareholders (or at such later date as may be set by the Trustees in their discretion), the Trustees shall count the instructions given to them by the eligible voters. At that time, the Trustees shall vote all shares of the Company held by them as directed by a majority in interest of the eligible voters (based upon the instructions received by the Trustees, weighted as provided in subparagraph (2)).

(4) The Trustees shall be under no obligation to notify eligible voters of any matter to be voted upon by stockholders of the Company. The Trustees shall have no obligation to take account of any direction received by them subsequent to the date for counting instructions set in subparagraph (3).

(5) For purposes of this paragraph 18 (d) only, the Trustees shall aggregate any and all stock in BOATMEN'S BANCSHARES, INC. owned by them as Trustees under this instrument, irrespective of whether such stock is held in separate shares or separate trust estates for different beneficiaries. In the event the instructions received by the Trustees do not produce a majority in interest on a matter to be voted upon, the Trustees shall vote the stock of the Company in each trust in proportion to the instructions received by it, weighted as provided in subparagraph (2).

The successor Trustees shall exercise ordinary business judgment in determining how long such securities shall be retained as an investment and in deciding upon such action as it may take in its supervision of the management of the Company during the period of such retention and the readjustment of the total investment therein, it being Settlor's intention to give to the successor Trustees every power and discretion it may need or require to provide proper management and supervision of the Company, and the successor Trustees shall not be liable for any loss that may result from the honest exercise of these powers and discretions. The Settlor realizes that he is exposing the trust to the risks inherent in all business operations, but he believes that the possibility of preserving the capital and income values which he believes these securities to contain justifies such risk. To the extent that the successor Trustees may render service to the Company, they are expressly authorized to take such steps as may be practicable to charge their fee for such service to the Company rather than to the trust.

ELEVENTH. Any person entitled under this Trust to receive any interest, power and/or right, may renounce or disclaim all or any part or parts of such interest, power and/or right. Such renunciation or disclaimer shall be by written instrument, which shall describe the property, part thereof, interest therein or power renounced and which shall be signed by the person renouncing such property, part thereof, interest therein or power renounced.

If any person should renounce or disclaim any or all of his or her interests under this instrument then the succeeding or alternate interests hereunder shall be accelerated or substituted. Accordingly, all of the provisions of this instrument shall be construed as though such person had predeceased Settlor, except any provisions that may be necessary to preserve any interest or interests of such person which he or she has not renounced or disclaimed and except any provisions whereunder such person is entitled to act as a fiduciary hereunder.

TWELFTH. 1. Whenever issue living at any particular time of any person are referred to in this Trust, the term "issue" shall be deemed to mean all of such person's lineal descendants of every degree living at such time who have no ancestor then living who is a lineal descendant of such person. The term "lineal descendant" shall be deemed to include legally adopted persons and their lineal descendants, and the term "ancestor" shall be deemed to mean a lineal ascendant of any degree by blood or adoption. The terms "child" or "children" as used herein shall include a lineal descendant or lineal descendants of the first degree only, and shall be deemed to include any child or children born or legally adopted after the execution of this Trust.

2. Whenever in this instrument a bequest is made to a person or persons "living" at a particular time, an afterborn child of a parent deceased at that time shall be deemed to be "living" at that time.

3. "Incapacity" as used herein shall be defined as the determination made by a person's personal physician that the person is physically and/or mentally incapable of handling his or her personal financial affairs and (where applicable) his or her responsibilities as Trustee hereunder.

4. Whenever the context requires or permits, the masculine gender shall be deemed to include the feminine, the singular the plural, and vice versa.

5. The Provisions of this Trust Indenture, and the disposition of all property hereunder, shall be governed in all respects (including validity, regulation and interpretation) by the laws of the State of Missouri.

6. The name of "BOATMEN'S FIRST NATIONAL BANK OF KANSAS CITY" wherever mentioned in this Will, shall include not only said Bank, but also its successor and successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor and successors of any such surviving or new corporation, and any corporation to which the fiduciary business of said bank may at any time be transferred.

THIRTEENTH. If Settlor's husband shall die simultaneously with Settlor or under such circumstances as to render it difficult or impossible to determine who predeceased the other, Settlor's husband shall be deemed to have predeceased Settlor, and the provisions of this instrument shall be construed upon that assumption, notwithstanding the provisions of any law establishing a different presumption of order of death or providing for

survivorship for a fixed period as a condition of inheritance of property.

IN WITNESS WHEREOF, this instrument has been executed, as of the day and year first above written, in Multipart, each one of which shall be deemed an original, by the Settlor and the Trustee.

Beatrice B. Davis  
BEATRICE B. DAVIS, SETTLOR

Beatrice B. Davis  
BEATRICE B. DAVIS, TRUSTEE

STATE OF MISSOURI     )  
                              ) SS.  
COUNTY OF JACKSON    )

On this 4th day of April, 1990, before me, the undersigned, a Notary Public, personally appeared BEATRICE B. DAVIS, to me known to be the same person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free and voluntary act and deed as Settlor and Trustee of this Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Christopher J. Anderson  
Notary Public in and for said  
County and State

My commission expires:

CHRISTOPHER J. ANDERSON  
Notary Public - State of Missouri  
Commissioned in Jackson County  
My Commission Expires Nov. 12, 1993

FIRST AMENDMENT TO  
BEATRICE B. DAVIS REVOCABLE TRUST INDENTURE

THIS FIRST AMENDMENT TO BEATRICE B. DAVIS REVOCABLE TRUST INDENTURE, entered into this 30 day of FEBRUARY, 1997, by BEATRICE B. DAVIS, Settlor, and BEATRICE B. DAVIS, Trustee.

W I T N E S S E T H:

WHEREAS, Settlor established a funded, revocable trust with the Trustee dated April 4, 1990; and

WHEREAS, Settlor and the Trustee have authority under paragraph SEVENTH of the Trust Indenture to amend the Indenture;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, Settlor and the Trustee agree to amend the Indenture to delete paragraphs FIFTH 2 and 3 and EIGHTH 1 of the Indenture, substitute in their place the following paragraphs FIFTH 2 and EIGHTH 1 and to renumber paragraph FIFTH 4 as paragraph FIFTH 3:

FIFTH.

2. The remaining trust estate shall be distributed in equal shares to Settlor's children, CHRISTOPHER D. DAVIS and CAROLINE D. DAVIS. If either child of Settlor does not survive her but has issue then living, such issue shall take such child's share per stirpes. If either child of Settlor is not then living and has no issue then living, his or her share shall lapse and the share of the other child of Settlor then living (or the share of the issue of the other) shall be increased proportionately. If both of Settlor's children do not survive her and have no issue then living, all of the remaining assets then comprising the trust

estate shall be distributed to the person or persons in the shares and proportions in which Settlor's Administrator would have been required to distribute the same had she died intestate, a resident of the State of Missouri and possessed of such property at such time.

EIGHTH.

1. If for any reason BEATRICE B. DAVIS is incapacitated or otherwise cannot act or shall cease to serve as Trustee hereunder, CHRISTOPHER D. DAVIS and CAROLINE D. DAVIS shall serve as Successor Trustees. If either CHRISTOPHER D. DAVIS or CAROLINE D. DAVIS cannot act or shall cease to serve as Trustee, CHRISTOPHER J. ANDERSON shall serve as Trustee in his or her place. If for any reason any two of the above three persons cannot act or shall cease to serve as Trustee, the remaining Trustee shall serve as sole Trustee.

IN WITNESS WHEREOF, this instrument has been executed, as of the day and year first above written, in multipart, each one of which shall be deemed an original, by the Settlor and the Trustee.

Beatrice B. Davis  
BEATRICE B. DAVIS, SETTLOR


Beatrice B. Davis  
BEATRICE B. DAVIS, TRUSTEE

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF JACKSON )

On this 30 day of FEBRUARY, 1997, before me, the undersigned, a Notary Public, personally appeared BEATRICE B. DAVIS, to me known to be the same person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free and voluntary act and deed as Settlor and Trustee of this Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal on the day and year last above written.



  
Notary Public in and for said  
County and State

My commission expires:

CHRISTOPHER J. ANDERSON  
Notary Public - State of Missouri  
Commissioned in Jackson County  
My Commission Expires Nov. 12, 1997

SECOND AMENDMENT TO  
BEATRICE B. DAVIS REVOCABLE TRUST INDENTURE

THIS SECOND AMENDMENT TO BEATRICE B. DAVIS REVOCABLE TRUST INDENTURE, entered into this 11 day of MAY, 1998, by BEATRICE B. DAVIS, Settlor, and BEATRICE B. DAVIS, Trustee.

W I T N E S S E T H:

WHEREAS, Settlor established a funded, revocable trust with the Trustee dated April 4, 1990, as amended February 3, 1997; and

WHEREAS, Settlor and the Trustee have authority under paragraph SEVENTH of the Trust Indenture to amend the Indenture;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, Settlor and the Trustee agree to amend the Indenture to delete paragraphs FIFTH 1, 2 and 3, EIGHTH, NINTH and TENTH of the Indenture and substitute in their place the following paragraphs FIFTH 1, 2, 3 and 4, EIGHTH and NINTH:

FIFTH:

1. A. The Trustees shall distribute any interest of the trust in the following bronze sculpture to the NELSON GALLERY FOUNDATION:

Gaston LaChaise Bronze, cast #4/12, 13-1/2 inches high done in 1923, head of a woman (long neck version) casting of head of "MADAME LACHAISE".

B. The Trustees shall distribute any remaining furniture, household goods, wearing apparel, jewelry, personal effects, club memberships, and any motor vehicles, together with all policies of insurance on or in connection with such property, in accordance with any written statement or list which Settlor may



leave directing disposal of such property. If more than one such statement or list is found, the most recent shall govern in the event of any inconsistency among the lists, but to the extent practicable, the directions in all such lists shall be followed. If no list is found within two months after Settlor's death, or if any list or lists do not provide for all of the property set forth above, the property and insurance policies not provided for by such list or lists shall be distributed in equal shares to Settlor's children who survive her, to be divided as they agree. If within three months of Settlor's death her children fail to agree upon a division, the property and policies shall be distributed between Settlor's children in equal shares by the Trustees.

C. The reasonable cost of protecting, appraising, packing, storing, shipping, cleaning, and insuring all property disposed of in this paragraph shall be paid as an expense of administering the trust estate.

D. The Trustees are authorized to make a binding and conclusive resolution of any reasonable doubt as to whether any particular asset or assets are included in the property disposed of by this paragraph.

2. Upon the death of Settlor, and after providing for the distributions contemplated above and allowing for appropriate tax allocations for those distributions, the Trustees shall divide the balance of the trust estate into two shares, the first share consisting of that portion of the trust estate which is entirely exempt from generation-skipping tax by reason of any generation-



skipping tax exemption allocated at Settlor's death or for any other reason, and the second share consisting of that portion of the trust estate which is not entirely exempt from generation-skipping tax. There shall be placed in the share which is entirely exempt from generation-skipping tax the largest pecuniary amount which can be distributed to that share without increasing that share's inclusion ratio above zero. The balance of the trust estate shall be distributed to the share which is not entirely exempt from generation-skipping tax. The Trustees shall select and divide the cash, securities and other property, including real estate and interests therein, between the exempt and non-exempt shares, employing for that purpose values current at the time or times of distribution; and each such distribution shall bear interest from the date specified under applicable local law (and, if none, from the date of Settlor's death) to the date of payment, such interest to be at the statutory rate applicable under state law governing administration of this trust (and, absent such statutory rate, at 80% of the rate applicable under Section 7520 of the Internal Revenue Code or successor provision in effect at the time of Settlor's death). The foregoing interest requirement shall be interpreted and adapted to meet the "appropriate interests" requirement imposed by applicable proposed or final generation-skipping tax regulations. Each of the shares so created shall be disposed of as follows: