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IN THE SUPREME COURT OF THE STATE OF NEVADA

In the Matter of:

Sup. Ct. Case No.: 68542

Dist. Ct. Case No.: P-15-083867-T

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

**SUPPLEMENT TO MOTION FOR
REMAND TO THE EIGHTH JUDICIAL
DISTRICT COURT**

Caroline D. Davis ("Ms. Davis"), as beneficiary of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as amended on February 24, 2014 (the "Trust"), by and through her counsel, the law firm of Solomon Dwiggins & Freer, Ltd., hereby files her Supplement To Motion For Remand To The Eighth Judicial District Court (the "Supplement") addressing the effect any remand would have on Christopher D. Davis' ("Christopher") Emergency Writ Under NRAP 27(e) For 1) Stay Pending Appeal And 2) Affirmative Relief, filed on October 8, 2015 (the "Emergency Writ"). This Supplement is based upon the Memorandum Of Points And Authorities, all attached exhibits, the pleadings and papers on file, and any oral argument that this honorable Court may entertain at the time of hearing.

MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction.

Remanding this matter back to the Eighth Judicial District Court, Department 26 (the "District Court") will essentially render the Emergency Writ moot. The focal point of Christopher's Appeal and Emergency Motion is his misplaced argument concerning the District Court's jurisdiction over the Trust, the Trustee, and Christopher, the Investment Trust Advisor. From the inception of this matter, Christopher has taken it upon himself to file pleading after

pleading in order to stonewall every legitimate attempt Ms. Davis has made to request information to which she is entitled under the terms of the Trust. As fully set forth below, each of the arguments proffered by Christopher in his Emergency Writ, which is nothing more than a regurgitation of the meritless arguments he has made throughout the duration of this matter, have been directly refuted by Ms. Davis in proceedings before the District Court, which took place after the Order from which Christopher seeks a writ. Indeed, Ms. Davis' presentation of sufficient and satisfactory evidence ultimately led the District Court to certify its intent to amend the very Order from which Christopher is seeking a writ, to assume jurisdiction over the Trust in its entirety, as well as grant any and all additional relief as the District Court deems proper.¹ As such, remanding this matter will permit the District Court to: (1) assume jurisdiction over the Trust; (2) assume jurisdiction over the proper parties; (3) enforce its valid order; (4) permit Ms. Davis to obtain the information to which she is entitled; and (5) preclude Christopher from raising additional baseless arguments as to why he need not comply with the orders of the District Court.

II. Legal Argument.

A. *Upon Remand, The District Court Will Properly Have Jurisdiction Over The Trust, The Trustee, And Christopher, As The Investment Trust Advisor.*

The District Court initially assumed jurisdiction over the Trust under the theory of "constructive trust"² due to Christopher's untimely and improper introduction of arguments and misrepresentation of facts in his Reply to Ms. Davis' Opposition to the Motion To Dismiss regarding the: (1) alleged lack of consent of all beneficiaries; (2) alleged lack of the prior trustee's consent to the transfer of situs; and (3) alleged failure of the prior trustee to obtain advice of counsel.³ Ms. Davis, subsequent to such hearing, in connection with the hearing on two (2) other petitions, presented sufficient evidence to the District Court directly refuting all of Christopher's misrepresentations raised in his Reply, which ultimately lead the District Court to certify its intent

¹ See, Certification Of Intent To Amend Order, filed on October 23, 2015, at 4:29 p.m. Pacific Standard Time, a true and correct copy of which is attached hereto as **Exhibit 4**.

² See, June 24, 2015 Order, a true and correct copy of which is attached to Ms. Davis' Response Emergency Writ, filed on October 19, 2015, as Exhibit J.

³ *Id.*, at Exhibit B.

1 to amend the June 24, 2015 Order. Indeed, based upon the evidence presented to the District
2 Court, Judge Gloria J. Sturman ("Judge Sturman") stated that she is "more convinced than ever
3 that [Nevada] is where jurisdiction is because [she] believe[s] that the trust was properly changed
4 to a Nevada trust with full notice to the people who were entitled to get it..."⁴ As such, upon
5 remanding this matter, the District Court has already stated it will assume jurisdiction over the
6 Trust in its entirety pursuant to Nevada Revised Statute ("NRS") 164.010. Therefore, any and all
7 of Christopher's contentions in his Emergency Writ regarding the District Court's assumption of
8 jurisdiction under the theory of "constructive trust" will be eliminated.

9 Once the District Court amends the June 24, 2015 Order and assumes jurisdiction over the
10 Trust, the District Court will possess the authority to compel the parties that have submitted to the
11 jurisdiction of the State of Nevada to comply with its orders, namely Dunham Trust Company
12 ("Dunham"), the Directed Trustee, and Christopher, the Investment Trust Advisor.⁵

13 Notwithstanding, Christopher contends that the District Court does not have *in personam*
14 jurisdiction over him pursuant to NRS 163.5555 as he was not provided requisite notice.

15 NRS 163.5555 provides as follows:

16 **"If a person accepts an appointment to serve as a trust protector or a trust**
17 **adviser of a trust subject to the laws of this State, the person submits to the**
18 **jurisdiction of the courts of this State, regardless of any term to the contrary**
19 **in an agreement or instrument.** A trust protector or a trust adviser may be made
20 a party to an action or proceeding arising out of a decision or action of the trust
21 protector or trust adviser." (Emphasis added).

22 Therefore, pursuant to NRS 163.5555, when Christopher accepted his position as the
23 Investment Trust Advisor, he expressly submitted to the jurisdiction of the District Court, and his
24 contention that the District Court lacks jurisdiction over him is contrary to the law. Additionally,
25 Christopher's argument that he was not provided requisite notice or service is also misplaced.

26 NRS 155.010, entitled "Method of giving notice; notice to certain persons required; court
27 may dispense with notice; proof; waiver of notice", provides as follows:

28 ⁴ *Id.*, at Exhibit T.

⁵ It is important to note that Dunham has not objected to this Court's jurisdiction, nor has
Dunham contested the District Court's ability to compel compliance with any of its orders.



1 "1. Except as otherwise provided in a specific statute relating to the kind of
2 notice required or otherwise ordered by the court in a particular instance, a
3 petitioner shall cause notice of the time and place of the hearing of a petition to be
4 given to each interested person and to every other person entitled to notice
pursuant to this title or his or her attorney if the person has appeared by attorney
or requested that notice be sent to his or her attorney. Notice must be given:

5 (a) By mailing a copy thereof at least 10 days before the time set for the
6 hearing by certified, registered or ordinary first-class mail addressed to the person
7 being notified at the post office address given in the person's demand for notice,
if any, 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; or

8 ***

9 2. The court, for good cause shown, may provide for a different method or
10 time of giving notice for any hearing, or may dispense with the notice otherwise
required to be given to a person under this title."

11 NRS 155.010 only requires Ms. Davis to mail notice of her Petition to the interested
12 parties at least ten (10) days prior to the hearing on any petition, which she accomplished.
13 Christopher has not contended that he did not receive notice pursuant to NRS 155.010. Rather,
14 Christopher claims that the District Court lacks jurisdiction over him because the notice provided
15 pursuant to NRS 155.010 is insufficient **regardless of the fact that he received such notice and**
16 **he expressly submitted to the jurisdiction of the District Court pursuant to NRS 163.5555.**

17 Christopher mistakenly cites to statutes such as NRS 143.110 and NRS 153.041 which require
18 personal service of a citation to a trustee when seeking redress for conversion of estate assets or
19 seeking an accounting.⁶ Ms. Davis, however, is not seeking redress for the conversion of assets,
20 nor is she seeking a formal accounting. To date, the only relief Ms. Davis has sought from
21 Christopher is information and documentation that she is entitled to pursuant to Article 12,
22 Section 4 of the Trust and which Christopher, as a fiduciary,⁷ is obligated to fully disclose.

23 Christopher's similar contention that Ms. Davis has not shown prima facie evidence that
24 Christopher has substantial, systematic and continuous contacts with the State of Nevada is also

25
26 ⁶ See, Emergency Writ, at page 18, lines 1 through 2.

27 ⁷ See, First Amendment, a true and correct copy of which is attached to Ms. Davis'
28 Response to Emergency Writ, as Exhibit A, at pages 2 through 3, Article Thirteen, Section 2.d,
SECOND, stating that "Christopher D. Davis...shall be treated as an "Investment Trust Advisor"
under NRS 163.5543 and **as a "Fiduciary" under NRS 163.554.**" (Emphasis added).

misplaced. Not only has Ms. Davis presented evidence that Christopher is currently serving as the Investment Trust Advisor pursuant to his appointment as such under the First Amendment to the Trust, but Ms. Davis has also presented evidence that Christopher is also currently serving as the sole Manager of FHT Holdings, LLC, a Nevada limited liability company wholly owned by the Trust.⁸ As such, Christopher's service and tenure as the Investment Trust Advisor of a Nevada trust coupled with his service and tenure as the sole Manager of a Nevada limited liability company is sufficient to establish contacts with the State of Nevada.

Upon remanding this matter back to the District Court, the District Court may properly assume jurisdiction over Christopher, as the Investment Trust Advisor, because: (1) he has personally submitted to the jurisdiction of the District Court pursuant to NRS 163.5555; (2) he has availed himself of the laws of the State of Nevada by virtue of his substantial, systematic and continuous contacts with Nevada by serving as Investment Trust Advisor of a Nevada trust and the sole Manager of a Nevada limited liability company; and (3) he received adequate and proper notice pursuant to NRS 155.010. As such, Christopher's arguments regarding the District Court's ability to assert *in personam* jurisdiction over him will also be rendered moot.

B. All Necessary And Proper Parties Are Before The District Court And None Of The Parties Will Be Subject To Multiple Obligations In Any Other Jurisdiction.

Christopher's contention that the former trustees, Alaska Trust Company ("ATC") and Alaska USA Trust Company ("AUTC"), are indispensable parties "because the time period in which the documentation and information are being requested from [Ms. Davis] were during the period in which they were acting as trustees of the [Trust]..."⁹ is preposterous. Christopher has not cited any statutes, case law, or other authority to support his proposition that a beneficiary/petitioner must join each and every prior trustee to a proceeding simply because the prior trustee was involved in the administration of the Trust at some point in time. Christopher, as the Investment Trust Advisor, is a current party to this matter and has all of the information Ms.

⁸ See, Operating Agreement of FHT Holdings, LLC, a Nevada limited liability company, a true and correct copy of which is attached hereto as **Exhibit 5**, at Article 5, Section 5.1

⁹ See, Emergency Writ, at page 26, 12 through 15.

Davis is seeking within his possession, custody, and control in such capacity. As such, the District Court may compel him to disclose the information and documentation as it relates to the Trust and assets held therein. Based on the foregoing, ATC and AUTC are, in fact, not necessary.


Additionally, Christopher's argument that the parties may be subject to "other court actions in other jurisdictions with double or multiple obligations"¹⁰ is erroneous. Again, the only relief sought by Ms. Davis is the disclosure of information from Christopher – a fiduciary who expressly submitted to the jurisdiction of Nevada. Indeed, because the Trust and all necessary parties are properly within the jurisdiction of the District Court and the State of Nevada, no other proper jurisdiction exists to grant Ms. Davis' relief. As such, none of the parties before the District Court are subject to any risk of additional proceedings in any other jurisdiction.

III. Conclusion.

As fully set forth above, upon this Court remanding the matter back to the District Court so that the June 24, 2015 Order may be amended accordingly, each of Christopher's claims for relief set forth in his Emergency Writ will be moot. As such, Ms. Davis respectfully requests that this Court remand the matter back to the District Court to grant the relief requested in Ms. Davis' Motion To Amend, as well as grant any further relief as the District Court deems proper.

Dated this 29th day of October, 2015.

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¹⁰ *Id.*, at page 28, lines 7 through 8.

Exhibit 4

Exhibit 4

1 **CERT**

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13 *Attorneys for Caroline Davis, Petitioner*

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 In the Matter of:

Case No.: P-15-083867-T
Dept. No.: XXVI

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

20 **CERTIFICATION OF INTENT TO AMEND ORDER**

21 Having reviewed Caroline D. Davis' *Motion To Amend Or Modify Order Pursuant To*
22 *NRCP 60(b)(3)* (the "Motion To Amend") and Christopher D. Davis' *Petition For*
23 *Reconsideration Of The Order Dated May 19, 2015 Re: Petition To Assume Jurisdiction Over*
24 *The Beatrice B. Davis Family Heritage Trust, Dated July 28, 2000, As Amended on February 24,*
25 *2014; To Assume Jurisdiction Over Christopher D. Davis As Investment Trust Advisor, Stephen*
26 *K. Lehnardt As Distribution Trust Advisor, To Confirm Dunham Trust Company As Directed*
27 *Trustee; And For Immediate Disclosure Of Documents And Information From Christopher D.*
28 *Davis* (the "Petition For Reconsideration"), examined the evidence, and heard oral arguments of
counsel on September 2, 2015, the Court, pursuant to NRCP 60 and its inherent power to manage
litigation, finds as follows:

THIS COURT FINDS that the Order dated May 19, 2015, Re: Petition to Assume
Jurisdiction over the Beatrice B. Davis Family Trust is currently on appeal, so this Court lacks

jurisdiction to amend the Order at this time. However, pursuant to Huneycutt v. Huneycutt, 94 Nev. 79, 575 P.2d 585, (1978):

THIS COURT CERTIFIES that if this case is remanded back to the District Court, the District Court would amend its May 19, 2015 Order assuming jurisdiction over the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as Amended on February 24, 2014, under the theory of "constructive trust", more accurately called a "de facto trust", and enter an order to assume jurisdiction over the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000, as Amended on February 24, 2014, de jure as a proceeding *in rem* pursuant to NRS 164.010, as well as grant any and all additional relief as the District Court deems proper.

DATED this 14th day of October, 2015.


DISTRICT COURT JUDGE

Exhibit 5

Exhibit 5

OPERATING AGREEMENT

of

FHT HOLDINGS L.L.C.

A Nevada Limited Liability Company

This Operating Agreement (the "Agreement") of FHT holdings L.L.C., a Nevada limited liability company, is entered into by Dunham Trust Company of 241 Ridge Street, Suite 100, Reno, Nevada 89501 (the "Trustee"), Trustee of the Beatrice B. Davis Family Heritage Trust, dated July 28, 2000 (the "Trust"), the sole member (the "Member").

Article 1. Formation of Company

1.1. Name

The name of the limited liability company is FHT holdings L.L.C. (the "Company").

1.2. Formation

The Company was formed on March 28, 2014, pursuant to the Nevada Limited Liability Company Act (the "Act") when its Certificate of Formation (the "Certificate") was filed with the office of the Secretary of State of Nevada.

1.3. Principal Place of Business

The Company's principal place of business is:

FHT Holdings L.L.C.
c/o Dunham Trust Company
241 Ridge Street, Suite 100
Reno, Nevada 89501

1.4. Registered Office and Registered Agent

The Company's registered agent in Nevada is Registered Agent Solutions, Inc. The Company's registered office in Nevada is 4625 W. Nevso Drive, Suite 2, Las Vegas, NV 89103. The registered office and/or registered agent may be changed by the Member as provided in the Act.

1.5. Defects as to Formalities

A failure to observe any formalities or requirements of this Agreement, the Certificate, or the Act shall not be grounds for imposing personal liability on the Member for the liabilities of the Company.

Article 2. Business of Company

The business of the Company shall be to carry on any lawful business or activity, which may be conducted by a limited liability company organized under the Act.

Article 3. Member, Contribution, Duty of Loyalty

3.1. Name and Address of Member

The Member's name and address is:

Dunham Trust Company,
Trustee of the Beatrice B. Davis
Family Heritage Trust
241 Ridge Street, Suite 100
Reno, Nevada 89501

3.2. Contribution

The Member shall make the contribution described on Exhibit A having the value there specified. No interest shall accrue on any contribution and the Member shall not have the right to withdraw or be repaid any contribution except as provided in this Agreement. The Member may, at the Member's sole discretion, make additional contributions, but, notwithstanding anything to the contrary in this Agreement, the Member shall have no obligation to do so.

3.3. Duty of Loyalty

The Member may have and engage in business and investment interests and activities other than the Company, and need not account to the Company for profits or remuneration gained thereby. The Member may enter into transactions considered to be competitive with or similar to those of the Company, or a business opportunity beneficial to the Company, and the Company waives any right or claim to participate therein. The Member has no duty to account to the Company or to hold as trustee for the Company any property, profit or benefit derived by the Member in the formation, conduct or winding-up of the Company or from the use or appropriation of any Company property.

3.4. Other Self Interest

The Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interests. The Member may lend money to and transact other business with the Company, and the rights and obligations of the Member in such transactions shall be the same as those of a person who is not a member. No transactions with the Company shall be voidable solely because the Member has a direct or indirect interest in the transaction.

Article 4. Manner of Action by Member

4.1. Meetings

4.1.1. Right to Call

The Manager or the Member, may call a meeting by giving written notice to the Member, Manager and the Company not less than thirty (30), or more than sixty (60), days prior to the date of the meeting. The notice must specify the date, time and place of the meeting and the nature of any business to be transacted. The Member may waive notice of a meeting, in writing, or by attendance at the meeting.

4.1.2. Time and Place

Unless otherwise specified in the notice of meeting, all meetings shall be held at 2:00 p.m. on a regular business day of the LLC, at the LLC's principal place of business unless otherwise stated in the notice of such meeting. No meeting may be held on a Sunday or legal holiday; at a time that is before 7:30 a.m. or after 9:00 p.m.; or at a place more than sixty (60) miles from the LLC's principal place of business.

4.1.3. Proxy Voting

A Member may act at a meeting through a person authorized by signed proxy.

4.1.4. Required Vote

Except with respect to matters for which a greater minimum vote is required by the Act or this Agreement, the vote of Members whose aggregate holdings exceed three-fourths (3/4) of the outstanding Membership Interests will constitute the act of the Members at a meeting of Members.

4.2. Written Consent

The Member may act without a meeting by written consent describing the action and signed by the Member.

4.3. Limitation on Individual Authority

A Member who is not also the Manager has no authority to bind the LLC. A Member whose unauthorized act obligates the LLC to a third party is hereby obligated to indemnify the LLC for any costs or damages the LLC incurs as a result of the unauthorized act.

4.4. Negation of Fiduciary Duties

A Member who is not also the Manager owes no fiduciary duties to the LLC solely by reason of being a Member.

Article 5. Manager Managed

5.1. Representative Management

The LLC will be managed by one Manager. By execution of this Agreement, and without prejudice to the right of the Members to remove the Manager as set forth in Article 5.8.3, the Initial Member and each person hereafter admitted as a Member, other than Transferees, shall be deemed to have elected such Manager. The initial manager of the LLC shall be: Christopher D. Davis.

5.2. Time Devoted to Business

The Manager will devote to the LLC's activities the amount of time reasonably necessary to discharge the Manager's responsibilities.

5.3. Powers and Authority

5.3.1. General Scope

Except for matters on which the Member's approval is required by the Act or this Agreement, the Manager has full power, authority and discretion to manage and direct the LLC's business, affairs and properties, including, without limitation, the specific powers referred to in §5.3.2 below.

5.3.2. Specific Powers.

Subject to the provisions of §5.4:

5.3.2.1. The Manager is authorized on the LLC's behalf to make all decisions as to (i) the development, sale, lease or other disposition of the LLC's assets; (ii) the management of all or any part of the LLC's assets and business; (iii) the borrowing of money and the granting of security interests in the LLC's assets (including loans from the Member) as, and only if, provided for in the Memorandum; (iv) the prepayment, refinancing or extension of any mortgage affecting the LLC's assets; (vi) the compromise or release of any of the LLC's claims or debts; (vii) the

employment of persons for the operation and management of the LLC's business; and (viii) all elections available to the LLC under any federal or state tax law or regulation.

5.3.2.2. The Manager on the LLC's behalf may execute and deliver (i) all contracts, conveyances, assignments, leases, subleases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the LLC's business; (ii) all checks, drafts and other orders for the payment of the LLC's funds; (iii) all promissory notes, mortgages, deeds of trust, security agreements and other similar documents; (iv) all articles, certificates and reports pertaining to the LLC's organization, qualification and dissolution; (v) all tax returns and reports; and (vi) all other instruments of any kind or character relating to the LLC's affairs.

5.4. Required Member Approval

Except as specifically provided herein, without the approval of the Member, the LLC may not take any action with respect to: (a) the sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the LLC's assets; (b) the LLC's merger with or conversion into another Entity; (c) an undertaking involving a debt or obligation in excess of \$5,000; or (d) a transaction, not expressly permitted by this Agreement or Memorandum, involving a conflict of interest between the Manager and the LLC.

5.5. Duties of Manager

5.5.1. Fiduciary Duty

The Manager shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the LLC, whether or not in the Manager's possession or control. Except as expressly permitted herein, or by subsequent approval of the Member, the Manager shall not employ, or permit another to employ LLC funds or assets in any manner except for the exclusive benefit of the LLC.

5.5.2. Standard of Care

5.5.2.1. Exculpation

The Manager will not be liable to the LLC or the Member for an act or omission done in good faith to promote the LLC's best interests, unless the act or omission constitutes gross negligence, intentional misconduct or a knowing violation of law.

5.5.2.2. Justifiable Reliance

The Manager may rely on the LLC's records maintained in good faith and on information, opinions, reports or statements received from any person pertaining to matters the Manager reasonably believes to be within the person's expertise or competence.

5.5.3. Competing Activities

The Manager may participate in any other business or activity without accounting to the LLC or the Member. The Member waives the benefit of the corporate opportunity doctrine, on his or her own behalf and on behalf of the LLC, and agrees that the Manager may deal in other business transactions for its own account and/or for the accounts of others without any requirement to account to the LLC or the Member for such dealings.

5.5.4. Self-Dealing

In addition to the transactions expressly permitted by this Agreement, the Manager may enter into business transactions with the LLC if the terms of the transaction are no less favorable to the LLC than those of a similar transaction with an independent third party.

5.5.5. Reimbursement of Business Expenses

The LLC shall pay its own general administrative and operating expenses. It shall reimburse the Manager for any expenses incurred by the Manager that are properly considered ordinary and reasonable business expenses of the LLC, including without limiting the generality of the foregoing, stationery, office supplies, postage, accounting and legal fees related to the LLC's business, notary, document preparation fees and other ordinary and reasonable business expenses.

5.6. Indemnification of Manager

Except as limited by law, the LLC shall indemnify the Manager for all expenses, losses, liabilities and damages the Manager actually and reasonably incurs in connection with the defense or settlement of any action arising out of or relating to the conduct of the LLC's activities, except an action with respect to which the Manager is adjudged to be liable for breach of a fiduciary duty owed to the LLC or the Members under the Act or this Agreement. The LLC shall advance the costs and expenses of defending actions against the Manager arising out of or relating to the management of the LLC, provided it first receives the written undertaking of the Manager to reimburse the LLC if ultimately found not to be entitled to indemnification.

5.7. Compensation to Manager

The Manager is entitled to receive a reasonable salary or other compensation for services provided. The Manager is entitled to reimbursement for reasonable costs and expenses the Manager incurs in conducting Company business.

5.8. Tenure

5.8.1. Term

The Manager will serve until the earlier of (1) the Manager's resignation per Section 5.8.2; (2) the Manager's removal per Section 5.8.3; (3) the Manager's Bankruptcy; (4) as to a Manager who is a natural person, the Manager's death or adjudication of incompetency; and (5) as to a Manager that is an Entity, the Manager's dissolution. In any such event, a majority of the Members, shall promptly elect a successor as Manager.

5.8.2. Resignation

The Manager at any time may resign by written notice delivered to the Members at least thirty (30) days prior to the effective date of the resignation.

5.8.3. Removal

The Member may remove the Manager if: (1) the Manager commits an act of willful misconduct which materially adversely damages the LLC, or (2) the Member votes in favor of such removal.

Article 6. Taxes

6.1. Elections

The Member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986 as amended from time to time ("Code") or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company. It is the intent of the Member and the Company that the Company is to be disregarded as an entity separate from the Members for purposes of the Code. The Company shall qualify as a flow-through entity.

6.2. Taxes of Taxing Jurisdictions

To the extent that the laws of any taxing jurisdiction require, the Member will prepare and the Member will execute and submit an agreement indicating that the Member will make timely income tax payments to the taxing jurisdiction and that the Member accepts personal jurisdiction of the taxing jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest, and penalties assessed on such income, if such agreement is required by the taxing jurisdiction. If the Member fails to provide such agreement, the Company may withhold and pay over to such taxing

jurisdiction the amount of tax, penalty and interest determined under the laws of the taxing jurisdiction with respect to such income. Any such payments with respect to the income of the Member shall be treated as a distribution for purposes of Article 7.

Article 7. Distributions

The Company may make distributions at such times and in such amounts as determined by the Member. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

Article 8. Disposition of Membership Interest and Admission of Assignees and Additional Members

8.1. Transferability

No member shall be entitled to transfer, assign, convey, sell, gift, encumber or in any way alienate all or any part of his or its membership interest without the prior approval of all members.

8.2. Dissociation of Member

Notwithstanding anything contained in this Article 8, the transfer of all or any part of the Member's interest in the Company, for any reason whatsoever, shall result in the dissociation of such Member and may lead to the dissolution of the Company as stipulated under Section 9.1.

Article 9. Dissolution and Winding Up

9.1. Effect of Dissolution

The Company shall be dissolved and its affairs wound up, upon the will of the Member, upon the dissociation of the Member, or at such time as the Company has no members. Notwithstanding the foregoing, if a dissociation of the Member occurs at any time when there is only one (1) member of the Company, the legal representative of the dissociating Member or the person succeeding the Member's interest as a result of such dissociation may, at the election of such legal representative or other person, become a member without further action upon the part of the transferee, the Company, or the Member.

Dissolution of the Company shall not occur if the Member or members, by unanimous consent, decide to continue the Company's business within 120 days after the dissociation of the Member.

9.2. Distribution of Assets on Dissolution

Upon the winding up of the Company, the Company's assets shall be distributed as follows:

- (a) to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of Company liabilities; and
- (b) to the Member.

Such distributions shall be in cash, property other than cash, or partly in both, as determined by the Member.

9.3. Winding Up and Articles of Dissolution

The winding up of a Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining property and assets of the Company have been distributed to the Member. Upon the completion of winding up of the Company, the Member or other person designated by the Member shall deliver articles of dissolution to the Secretary of State for filing. The articles of dissolution shall set forth the information required by the Act.

Article 10. Miscellaneous Provisions

10.1. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

10.2. Amendments

This Agreement may be amended or modified from time to time only by a written instrument adopted by all of the Members and by the Company.

10.3. Entire Agreement

This Agreement represents the entire agreement between the Member and the Company.

10.4. Rights of Creditors and Third Parties under Operating Agreement

This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, the Member, and its successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

[Signatures at next page. The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement as of the 1st day of April, 2014.

BEATRICE B. DAVIS FAMILY
HERITAGE TRUST
BY: DUNHAM TRUST COMPANY,
TRUSTEE

By: Shanna Coressel, Trust Officer

Shanna Coressel
Shanna Coressel, Trust Officer, Member

ACKNOWLEDGMENT

STATE OF Nevada)
) ss.
COUNTY OF Washoe)

On this 1 day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Shanna Coressel as Trust Officer of Dunham Trust Company, Trustee of the Beatrice B. Davis Family Heritage Trust, as Member of FHT holdings L.L.C., known to me to be the person who executed the within Operating Agreement in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated as his free act and deed.

Jacqueline Miller
Notary Public
My Commission Expires: 5-1-2017

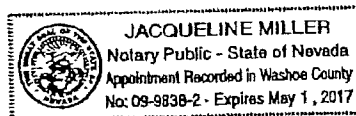


EXHIBIT A

FHT Holdings L.L.C.

The Members and Contributions

Member's Name	Contribution	Value	% Interest
Beatrice B Davis Family Heritage Trust	Cash*	\$100*	100.0%

Date: April 1, 2014

BEATRICE B. DAVIS FAMILY HERITAGE
TRUST
BY: DUNHAM TRUST COMPANY,
TRUSTEE
BY: SHANNA CORESSEL, TRUST OFFICER

By: Shanna Coressel
Shanna Coressel, Trust Officer, Member

This Exhibit or a copy of it must be prepared and signed by the Member(s) each time an additional contribution is made to the Company, and/or each time a transfer of Membership Interest is made between or among Members in order to keep Membership Interests up to date for voting and distribution purposes. Each revised Exhibit must be attached to this Agreement and available for inspection by each Member.

**This Exhibit is being executed to reflect the ownership of the Company as of the date hereof as a part of the new Operating Agreement.*