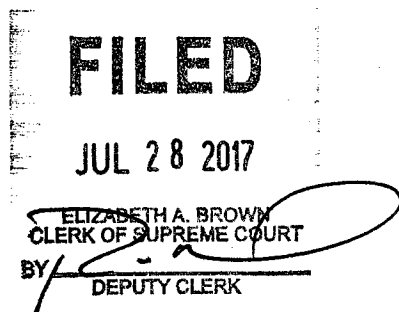


72897

July 24, 2017
Eleanor Ahern *Pro Sa*
355 West Mesquite Blvd D30 #176
Mesquite, Nevada 89127

Mail to Nevada Supreme Court
201 So Carson Street
Carson City, Nevada 89701



Re: S. C. CASE 972897
D.C CASE P-09-066425-T

Please find the Petition and Order dated 2009 PETITION TO ASSUE JURISDICTION OVER TRUST, COFIRM TRUSTEE; AND CONSTRUE AND REFORM TRUST AND ORDER ASSUMING JURISDICTION OVER TRUST, CONFIRM TRUSTEE; AND FOR CONSTRUCTION OF AND REFORM OF TRUST INSTRUMENT

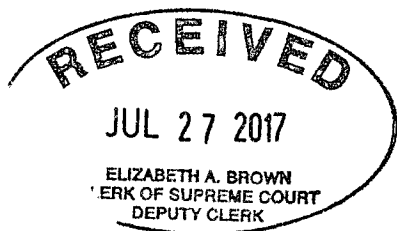
This is the original filing. This started it all

Please note these following pages Page 3 of 18 Line 17 number 12 and page 4 of 18 Line 22 number 19 and Page 5 of 18 Line 25, Paragraph bottom 4 and Page 7 of 18 Line 10 number 29.

Thank you for placing this in the Document ordered by Chief Judge Cherry.

I noticed these two documents were not in the filing to the NSC from the DC.

Eleanor Ahern
Eleanor Ahern *Pro Sa*



17-25156

ORIGINAL

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E. J. Smith
CLERK OF THE COURT

1 **ORDR**

2 MARK A. SOLOMON, ESQ.

3 Nevada State Bar No. 00418

4 BRIAN K. STEADMAN, ESQ.

5 Nevada State Bar No. 10771

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11 *Attorneys for ELEANOR C. AHERN, Petitioner*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 In the Matter of the

) Case No. P-09-066425-T

) PC1

15 THE W. N. CONNELL AND MARJORIE T.)

16 CONNELL LIVING TRUST,)

17 Dated May 18, 1972)

) **Date of Hearing: September 4, 2009**

18 An Intervivos Irrevocable Trust.)

) **Time of Hearing: 9:30 a.m.**

19 **ORDER ASSUMING JURISDICTION OVER TRUST; CONFIRM TRUSTEE; AND**
20 **FOR CONSTRUCTION OF AND REFORM OF TRUST INSTRUMENT**

21 The verified Petition of ELEANOR C. AHERN, f/k/a ELEANOR MARGUERITE CONNELL
22 HARTMAN to assume jurisdiction over THE W. N. CONNELL AND MARJORIE T. CONNELL
23 LIVING TRUST, dated May 18, 1972 (the "Trust"), and any and all sub-trusts created thereunder, to
24 confirm ELEANOR C. AHERN, f/k/a ELEANOR MARGUERITE CONNELL HARTMAN as the
25 Successor Trustee of said trust; and for construction and reform of trust instrument, having come on
26 regularly for hearing the 4th day of September, 2009; BRIAN K. STEADMAN, ESQ., of the law firm
27 SOLOMON DWIGGINS & FREER, LTD. appeared as counsel for the Petitioner; the Court finds that
28 due and legal notice of the time and place of hearing of said Petition has been given in the manner
required by law; and good cause appearing therefor,

SEP 04 2009 7 2017

CLERK OF DISTRICT COURT
ELIZABETH BROWN
DEPUTY CLERK

1 **IT IS HEREBY ORDERED** that this Court hereby assumes jurisdiction over THE W. N.
2 CONNELL AND MARJORIE T. CONNELL LIVING TRUST, dated May 18, 1972, and any and all sub-
3 trusts created thereunder, as a proceeding *in rem*;

4 **IT IS HEREBY FURTHER ORDERED** that ELEANOR C. AHERN, f/k/a ELEANOR
5 MARGUERITE CONNELL HARTMAN be, and hereby is, confirmed and appointed as Successor
6 Trustee of THE W. N. CONNELL AND MARJORIE T. CONNELL LIVING TRUST, dated May 18,
7 1972, and any and all sub-trusts created thereunder, with the exception of any trust in which the assets
8 of Trust No. 3 of THE W. N. CONNELL AND MARJORIE T. CONNELL LIVING TRUST, dated May
9 18, 1972 were appointed by MARJORIE T. CONNELL; and

10 **IT IS HEREBY FURTHER ORDERED** that the dispositive provisions of Trust No. 2 created
11 under THE W. N. CONNELL AND MARJORIE T. CONNELL LIVING TRUST, dated May 18, 1972,
12 are hereby reformed and construed to provide that upon the death of ELEANOR C. AHERN the residue
13 of Trust No. 2 created under THE W. N. CONNELL AND MARJORIE T. CONNELL LIVING TRUST,
14 dated May 18, 1972, shall be distributed to the heirs of ELEANOR C. AHERN;

15 **IT IS HEREBY FURTHER ORDERED** that it is approved and granted that Sections "E," "F,"
16 "G," and "H" to Article Fourth of THE W. N. CONNELL AND MARJORIE T. CONNELL LIVING
17 TRUST, dated May 18, 1972, is hereby reformed as follows:

18 *E. Distribution Upon Death of both the Survivor and the Residual Beneficiary. Upon the*
19 *death of both the Survivor and the Residual Beneficiary, the Trustee shall divide the balance*
20 *of Trust No. 2 into two equal shares, as follows:*

21 *1. One (1) equal share shall be distributed, outright and free of*
22 *trust, to the Residual Beneficiary's daughter, JACQUELINE M. MONTOYA, if*
23 *she is then living. Subject to Section (F) below, if, as of the date of the Residual*
24 *Beneficiary's death, JACQUELINE M. MONTOYA is not then living, then said*
25 *equal share shall be distributed to JACQUELINE M. MONTOYA's then living*
26 *issue, by right of representation. Each share created pursuant to this Section*
27 *E(1) of Article Fourth for the benefit of the issue of JACQUELINE M.*
28 *MONTOYA shall be held as a separate trust ("Beneficiary's Share") for the*

benefit of such issue ("Beneficiary") to be held by the Trustee, administered and further distributed pursuant to Section G of this Article Fourth.

2. One (1) equal share shall be distributed, outright and free of trust, to the Residual Beneficiary's daughter, KATHRYN A. BOUVIER, if she is then living. Subject to Section (F) below, if, as of the date of the Residual Beneficiary's death, KATHRYN A. BOUVIER is not then living, then said equal share shall be distributed to KATHRYN A. BOUVIER's then living issue, by right of representation. Each share created pursuant to this Section E(2) of Article Fourth for the benefit of the issue of KATHRYN A. BOUVIER shall be held as a separate trust ("Beneficiary's Share") for the benefit of such issue ("Beneficiary") to be held by the Trustee, administered and further distributed pursuant to Section G of this Article Fourth.

3. In the event that both JACQUELINE M. MONTOYA and KATHRYN A. BOUVIER predecease the Grantors, leaving no issue, and having failed to exercise the testamentary power of appointment pursuant to Section (F) below, then the balance shall be distributed in accordance with Article Eleventh herein.

F. Power of Appointment. In the event that JACQUELINE M. MONTOYA or KATHRYN A. BOUVIER predeceases the Residual Beneficiary, upon the death of the Residual Beneficiary, the Trustee shall distribute such beneficiary's equal share to or in trust for such one or more persons or organizations and in such manner and proportions as such beneficiary may appoint by her will or revocable trust making specific reference to this general power of appointment.

G. Management of Beneficiary's Shares. Until a Beneficiary has attained the age of twenty-one (21) years, the Trustee may distribute to or apply for the benefit of such Beneficiary so much of the income or principal from such Beneficiary's Share as the Trustee determines, in the Trustee's sole discretion, is necessary to provide for his or her health, education, maintenance, and support. In addition, the Trustee may make the following discretionary distributions:

1. Investment in Business. The Trustee may, in the Trustee's sole discretion, apply the principal or income of such Beneficiary's Share for the purpose of investing in a business or profession operated by, or to be operated by, such Beneficiary and to be owned by the Beneficiary's Share.

2. Acquisition of Residences. The Trustee may, in the Trustee's sole discretion, apply the income and principal of such Beneficiary's Share for the purpose of purchasing one or more residences to be owned by the Beneficiary's Share and used and occupied by such Beneficiary and his or her family, including a primary residence, seasonal residence or otherwise. In the case of any residence owned by the Beneficiary's Share, and in the Trustee's sole

1 discretion, such Beneficiary may occupy and use such residence without rent or
2 any other financial obligation for the payment of the taxes, insurance payments,
3 maintenance costs and other expenses required in order to keep such residences
4 in proper repair and free of liens.

5 3. Use of Tangible Trust Assets. The Trustee, in the Trustee's sole
6 discretion, may grant such Beneficiary the right to the use, possession and
7 enjoyment of all of the tangible personal property held by such Beneficiary's
8 Share, without financial obligation for the use of such property.

9 4. Distribution of Beneficiary's Share. Upon a Beneficiary attaining
10 the age of twenty-one (21), the Trustee shall distribute to him or her, outright
11 and free of trust, the remaining principal and accumulated income of that
12 Beneficiary's Share. If the Beneficiary has already reached the age of
13 twenty-one (21) at the time of the creation of the Beneficiary's Share, then the
14 Trustee shall, upon making the division, distribute, outright and free of trust, to
15 the Beneficiary the balance of such Beneficiary's Share.

16 5. Distribution Upon Death of Beneficiary. If any Beneficiary shall
17 die prior to the complete distribution of such Beneficiary's Share, then all of the
18 remaining assets in such Beneficiary's Share shall be distributed to or in trust
19 for such one or more persons or organizations and in such manner and
20 proportions as such Beneficiary may appoint by his or her will or revocable
21 trust making specific reference to this general power of appointment. To the
22 extent that the Beneficiary does not exercise this general power of appointment,
23 the remainder of such Beneficiary's Share shall be distributed to the issue of
24 such Beneficiary in equal shares by right of representation and each such share
25 shall be held, managed and further distributed by the Trustee as a Beneficiary's
26 Share under Section G of Article Fourth. If the Beneficiary shall die failing to
27 exercise this general power of appointment without leaving issue, then the
28 Beneficiary's Share shall be distributed pro rata to the other Beneficiary's
Shares then being administered by the Trustee hereunder, and if none, then to
the Beneficiary's heirs at law under the intestacy laws of the State of Nevada.

6. Distributions to or for the Benefit of Minors or Persons Under
Disability. Whenever the Trustee is given the power or discretion to make
distributions to or for the benefit of a minor or other beneficiary under a
disability, the Trustee, in the Trustee's sole discretion, may make distributions
to a minor or other person under disability by making distributions to the
guardian or conservator of his or her estate and/or person, as the Trustee shall
determine, or to any suitable person with whom he or she resides, or the Trustee
may apply distributions directly for such beneficiary's benefit, or the Trustee
may make distributions to any duly established custodian for any minor
beneficiary under the Uniform Gifts to Minors Act or Uniform Transfers to
Minors Act of any State. Any custodian acting on behalf of a minor beneficiary
shall have the power to bind the beneficiary with respect to all matters

1 concerning the Trust. The Trustee, in its sole discretion, may also make
2 distributions directly to a minor if, in the Trustee's judgment, such minor is of
3 sufficient age and maturity to receive such distribution and spend the money
4 properly. The previous language of this paragraph 6 notwithstanding, if a
5 beneficiary is, or would be eligible for need-based government benefits, the
6 Trustee shall hold the funds for such beneficiary in a "special needs trust" as
7 that term is understood for need-based government planning. By "special needs
8 trust" is meant that the Trustee shall have the sole and absolute discretion to
9 make distributions for the benefit of such beneficiary in a manner that improves
10 the quality of life for the beneficiary but will not make the beneficiary ineligible
11 for need-based government benefits. The provisions of the Paragraph 6 are
12 intended to supplant need-based government benefits, but not to replace them
13 and all terms of this Paragraph 6 shall be so interpreted for all purposes.

14 *H. Maximum Term for Trusts. Notwithstanding any other provision of this*
15 *Trust, unless terminated earlier under other provisions of this agreement, each*
16 *trust created under this agreement shall terminate upon the expiration of the*
17 *longest period that property may be held in trust under this agreement without*
18 *violating the applicable rule against perpetuities, or similar applicable rule. At*
19 *that time, the remaining trust property shall vest in and be distributed to the*
20 *persons entitled to receive distributions of income hereunder.*

21 **IT IS HEREBY FURTHER ORDERED** that THE W. N. CONNELL AND MARJORIE T.
22 CONNELL LIVING TRUST, dated May 18, 1972, is hereby reformed and construed to provide that the
23 beneficiaries of the Trust shall serve as Successor Trustees upon the death, incapacity, or resignation of
24 ELEANOR C. AHERN, f/k/a ELEANOR MARGUERITE CONNELL HARTMAN; and

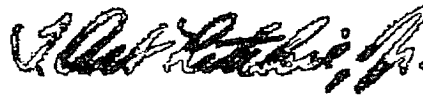
25 **IT IS HEREBY FURTHER ORDERED** that it is approved and granted that Article Twelfth of
26 THE W. N. CONNELL AND MARJORIE T. CONNELL LIVING TRUST, dated May 18, 1972, is
27 hereby reformed as follows:

28 *Twelfth: Successor Trustee. In the event of the death or incapacity of*
either Grantor, the Survivor shall continue to serve as the sole Trustee of all of
the trusts created hereunder. Upon the death or incapacity of the Survivor, the
Grantors then nominate and appoint ELEANOR C. AHERN, f/k/a ELEANOR
MARGUERITE CONNELL HARTMAN, as the Trustee of all of the trusts
created hereunder, or in the event that she is unable or unwilling to serve in the
said capacity, then the Grantors nominate and appoint JACQUELINE M.
MONTROYA to serve in the said capacity. In the event that JACQUELINE M.
MONTROYA is unable or unwilling to act as successor Trustee, then KATHRYN
A. BOUVIER shall act as successor Trustee. No successor Trustee shall have

1 any responsibility for the acts or omissions of any prior trustees and no duty to
2 audit or investigate the accounts or administration of any such trustee, nor,
3 unless in writing requested so to do by a person having a present or future
4 beneficial interest under a trust created hereunder, any duty to take action or
5 obtain redress for breach of trust.

6 In the event that none of the trustees named in this Article Twelfth are
7 able or willing to serve, then the majority of adult income beneficiaries of the
8 Trust shall select a successor Trustee.

9 DATED this 4th day of September, 2009.

10 

11 DISTRICT COURT JUDGE
12 

13 Respectfully submitted,

14 SOLOMON DWIGGINS & FREER, LTD.

15 By 

16 MARK A. SOLOMON, ESQ.
17 Nevada State Bar No. 00418
18 BRIAN K. STEADMAN, ESQ.
19 Nevada State Bar No. 10771
20 9060 W. Cheyenne Avenue
21 Las Vegas, Nevada 89129

22 Attorneys for Eleanor C. Ahern, Trustee
23
24
25
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CLERK OF THE COURT

CLERK OF THE COURT

PET

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Attorneys for ELEANOR C. AHERN, Petitioner

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the

) Case No. P-09

) PCI

THE W. N. CONNELL AND MARJORIE T.

CONNELL LIVING TRUST,

Dated May 18, 1972

An Intervivos Irrevocable Trust.

Date of Hearing: September 4, 2009

Time of Hearing: 9:30 a.m.

PETITION TO ASSUME JURISDICTION OVER TRUST; CONFIRM TRUSTEE;
AND CONSTRUE AND REFORM TRUST

Petitioner, ELEANOR C. AHERN, f/k/a ELEANOR MARGUERITE CONNELL HARTMAN ("Petitioner"), as successor Trustee of THE W. N. CONNELL AND MARJORIE T. CONNELL LIVING TRUST, dated May 18, 1972 (the "Trust"), by and through counsel Mark A. Solomon, Esq., of the law firm of SOLOMON DWIGGINS & FREER, LTD., hereby respectfully petitions this Court to assume jurisdiction over the Trust, to confirm the Petitioner as Trustee of the Trust and any and all sub-trusts created under the Trust, to construe the Trust, and for an order reforming the distributions to the beneficiaries after the death of the Petitioner and the provisions appointing the successor Trustee.

Pursuant to Nevada Revised Statutes ("NRS") 153.031(b), (e), and (n), 155.140, 164.050, 164.010, and

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
DEPUTY CLERK

1 164.015, Petitioner alleges as follows:

2
3 I.
4 PETITION TO ASSUME JURISDICTION OVER TRUST AND CONFIRM THE APPOINTMENT
5 OF PETITIONER AS TRUSTEE

6 1. W. N. CONNELL and MARJORIE T. CONNELL ("MARJORIE"), husband and wife, as
7 the grantors ("Grantors") and initial trustees, established the Trust on May 18, 1972, a copy of which is
8 attached to this Petition as **Exhibit "1."**

9 2. W. N. CONNELL died on November 24, 1979, and was survived by his wife, MARJORIE.
10 A copy of W. N. CONNELL's death certificate¹ is attached hereto as **Exhibit "2."**

11 3. The Petitioner is W. N. CONNELL's only surviving child. MARJORIE had no children
12 during her lifetime, but formally adopted the Petitioner.

13 4. Pursuant to Article Twelfth, upon W. N. CONNELL's death, MARJORIE was named as the
14 successor Trustee. *See*, Trust, Ex. 1, at pg. 13.

15 5. Pursuant to Section C of Article Second and Article Third, upon W. N. CONNELL's death,
16 the Trust was divided between Trust No. 2 and Trust No. 3. MARJORIE served as successor Trustee of
17 the Trust, including Trust No. 2 and Trust No. 3, until her death.

18 6. On May 6, 1980, the Petitioner was named as Co-Trustee of the Trust, as is indicated in the
19 Substitution of Trustee, attached hereto as **Exhibit "3."** The Petitioner served as Co-Trustee until the
20 death of MARJORIE.

21 7. MARJORIE died on May 1, 2009. A copy of MARJORIE's death certificate² is attached
22 hereto as **Exhibit "4."**

23 8. Pursuant to Article Twelfth, upon the death or incapacity of both W. N. CONNELL and
24

25
26
27 ¹ The social security number has been redacted.

28 ² The social security number has been redacted.

1 MARJORIE, the Petitioner is to serve as successor Trustee. See, Trust, Ex. 1, at pg. 13. The Petitioner
2 is currently serving as sole Trustee of the Trust, including Trust No. 2 and Trust No. 3.

3 9. The Petitioner is currently residing in Clark County, Nevada. The Trust is currently being
4 administered in Clark County, Nevada.
5

6 10. Section F of Article Eighth states as follows:

7 F. Applicable Law. This Trust Agreement is executed under the
8 laws of the State of Nevada and shall in all respects be governed by the laws of
9 the State of Nevada.

10 11. NRS 164.010(1) and (2) provides in pertinent part as follows:

11 1. Upon the petition of any person appointed as trustee of an express
12 trust by any instrument other than a will . . . the district court of the county in
13 which the trustee resides or conducts business, or in which the trust has been
14 domiciled, shall consider the application to confirm the appointment of the
15 trustee and specify the manner in which the trustee must qualify. Thereafter the
16 court has jurisdiction of the trust as a proceeding in rem.

17 2. If the court grants the petition, it may consider at the same time
18 any petition for instructions filed with the petition for confirmation.

19 12. It is appropriate for this Court to confirm Petitioner as Trustee since the Trust designates her
20 to serve as successor Trustee upon the death of both W. N. CONNELL and MARJORIE death.

21 13. Further, *in rem* jurisdiction over the Trust is proper since the Trust is domiciled and being
22 administered in Nevada.

23 14. Therefore, this Court should confirm the appointment of the Petitioner as Trustee of the Trust
24 and exercise *in rem* jurisdiction over the Trust.

25 II.

26 PETITION TO CONSTRUE AND REFORM TRUST

27 15. Pursuant to Section C of Article Second and Article Third, upon W. N. CONNELL's death,
28 MARJORIE, as the Trustee, allocated to Trust No. 3: (1) MARJORIE's separate interest in the trust
estate; (2) MARJORIE's one-half (1/2) interest in the community property of the trust estate; and (3) an

1 amount of property which qualified for the maximum marital deduction allowed for federal estate tax
2 purposes, reduced by the total of any other amounts allowed under the Internal Revenue Code ("IRC")
3 as federal estate tax credits. MARJORIE allocated to Trust No. 2 the balance of the Trust assets. *See*,
4 Trust, Ex. 1, at pgs. 2 and 3.
5

6 16. The division of the Trust into Trust No. 2 and Trust No. 3 is similar to a type of trust
7 commonly known as an "AB" trust, where upon the death of the first settlor, an amount equal to the
8 federal estate tax exemption is allocated to a credit shelter type trust with the remaining assets allocated
9 to a trust for the surviving spouse. In a standard AB trust, the assets allocated to the credit shelter trust
10 are for the benefit of the deceased spouse's beneficiaries while the remaining assets are for the benefit
11 of the surviving spouse.
12

13 17. Indeed, Trust No. 2 was drafted in such a manner as to benefit both the Petitioner and
14 MARJORIE, who would typically be W. N. CONNELL's beneficiaries. Additionally, Trust No. 3 was
15 for MARJORIE's benefit during her lifetime, and, more importantly, MARJORIE retained the
16 testamentary power to appoint the balance of Trust No. 3 to her estate or to any person or persons. *See*,
17 Trust, Ex. 1, at pg. 6.³
18

19 18. As of the death of MARJORIE, Trust No. 2 owned land and oil and gas shares in reserves
20 and income located in Upton County, Texas (the "Oil Assets"). The Oil Assets have not been valued for
21 some time, but are estimated to be worth approximately \$700,000.

22 19. Pursuant to Article Fourth, which Article governs the administration of Trust No. 2, all
23 income from the Oil Assets is to be paid to the Petitioner as the "Residual Beneficiary" during her
24

25 ³ MARJORIE exercised this power of appointment prior to her death as indicated in
26 Article Four of the Last Will and Testament of MARJORIE, dated January 7, 2008. A copy of
27 MARJORIE's Last Will and Testament is attached hereto as **Exhibit "5."** The beneficiary of the
28 exercise of the power of appointment was the MTC Living Trust, which contains provisions for the
benefit of the Petitioner's issue.

1 lifetime.⁴ Such income has been paid to the Petitioner since the creation of Trust No. 2 after W. N.
2 CONNELL's death.

3
4 20. Section B of Article Fourth, governing Trust No. 2, provides as follows:

5 B. Income. . . . In the event that the [Petitioner] predeceases
6 [MARJORIE], the [Petitioner's] right to receive income hereunder shall be paid
7 to or for the benefit of her living children and the issue of any deceased child by
right of representation; or in the event she dies without leaving issue, her income
rights hereunder shall become those of [MARJORIE].

8 See, Trust, Ex. 1, at pg. 4.

9
10 21. Although Trust No. 2 provides for a contingent distribution of the income from Trust No. 2
11 in the event that the Petitioner predeceased MARJORIE, no provision is made as to the final distribution
12 of Trust No. 2 after the death of the Petitioner, in the event that MARJORIE predeceased the Petitioner.

13 22. Upon assuming jurisdiction of a trust, this Court "has exclusive jurisdiction" over
14 proceedings to construe the terms of the trust and declare the rights of the parties, including "any
15 appropriate relief provided for with regards to a testamentary trust in NRS 153.031." See, NRS
16 164.015(1). NRS 153.031 provides, in pertinent part:

17
18 1. A trustee or beneficiary may petition the court regarding any
aspect of the affairs of the trust, including:

19 (b) Determining the construction of the trust instrument;

20 ***

21 (e) Ascertaining beneficiaries and determining to whom property is
22 to pass or be delivered upon final or partial termination of the trust, to the extent
23 not provided in the trust instrument;

24
25 ⁴ Section B of Article Fourth also states that all income received by Trust No. 2, other
26 than that received from the Oil Assets, is to be paid to MARJORIE. However, as the sole asset of
27 Trust No. 2 consists of the Oil Assets, this provision is inapplicable. Additionally, Trust No. 2
28 granted to MARJORIE the power to appoint and/or invade the principal of Trust No. 2 during her
lifetime. See, Trust, Ex. 1, at pg. 5. Petitioner is informed and believes that MARJORIE did not
exercise her power of appointment nor was the principal invaded for her benefit during her lifetime.

(n) Approving or directing the modification or termination of the trust[.]

23. A trust instrument may be reformed to conform with the settlor's intent, which may be ascertained from the trust instrument as a whole. *See, Sheinkopf v. Bornstein*, 823 N.E.2d 372 (Mass. 2005); *see also, Dassori v. Patterson*, 440 Mass. 1039, 802 N.E.2d 553 (2004) (A trust instrument may be reformed to conform with the settlor's intent.) The equitable power of the court to modify or reform a trust extends to situations where trust instrument contains some expression of trustor's intention, but drafting error renders that expression ambiguous. *See, Ike v. Doolittle*, 61 Cal. App. 4th 51, 70 Cal. Rptr. 2d 887 (4th Dist. 1998) (Recognizing the common law equitable power and the statutory authority of the court to alter administrative or distributive provisions of trust where necessary to accomplish purpose of trust).

24. On the application of the trustee or one or more beneficiaries, the court possesses and frequently exercises the power to modify the terms of the trust in order to effectuate the accomplishment of the purposes of the settlor. *See generally, Bogert on Trusts and Trustees*, §994; Restatement, Third, Trusts, §62. The court has equitable power to order reformation of a trust; and, once the court acquires jurisdiction, it is authorized to administer full, complete, and final relief. *See, Schroeder v. Gebhart*, 825 So. 2d 442 (Fla. Dist. Ct. App. 5th Dist. 2002), review denied, 845 So. 2d 892 (Fla. 2003).

25. If, due to a mistake, the trust does not contain the terms that were intended by the settlor, the settlor or other interested party may maintain a suit in equity to have the instrument reformed so that it will contain the terms that were actually agreed upon or that reflect the settlor's actual intent. *See, Restatement, Second, Trusts*, §333. *See also, Restatement, Third, Trusts*, §62.

26. The Petitioner is informed and believes that the failure to provide for distribution upon Petitioner's death is an omission due to scrivener error. Indeed, the Trust as a whole appears to be an

1 "AB" type trust whereby each spouse designates the beneficiaries they intend to receive such spouse's
2 share, but, in the case of the Trust, the final dispositive provisions of Trust No. 2 were omitted.

3 27. Indeed, Article Fourth of the Trust, governing Trust No. 2 makes adequate provision for
4 numerous other contingencies for the disposition of Trust No. 2, but appears to omit a provision for
5 alternate disposition in the current situation - where MARJORIE predeceased the Petitioner. *See*, Trust,
6 Ex. 1, at pgs. 4 and 5.

8 28. The Grantors' intent as to the final disposition of Trust No. 2 after the death of the Petitioner
9 can be derived from the contingent dispositions of Trust No. 2 and the dispositive terms of Trust No. 3.

10 29. Section B of Article Fourth, governing Trust No. 2, provides that the income from Trust No.
11 2 is to be distributed to the Petitioner's issue if the Petitioner predeceased MARJORIE. Additionally,
12 Trust No. 2 provides that, if the Petitioner predeceased MARJORIE leaving no issue, that MARJORIE
13 be entitled to the income from the Oil Asset. These provisions show the Grantors had an overall
14 dispositive model for Trust No. 2 in mind, which included not only the Petitioner, but the Petitioner's
15 issue.
16

17 30. As outlined in Section D of Article Fifth, governing Trust No. 3, adequate provisions are
18 made in for Trust No. 3 for the contingency of MARJORIE predeceasing the Petitioner, as follows:
19

20 D. Death of Survivor. Upon the death of the Survivor, the Trustee
21 shall distribute the trust estate in accordance with and to the extent provided by
22 the Survivor's exercise of his or her power of appointment.

23 If, and to the extent that the Survivor shall fail to effectively exercise the
24 foregoing power of appointment, the principal and undistributed income of Trust
25 No. 3 shall, upon his or her death, be distributed to the Residual Beneficiary, or
26 to the heirs of her body if she is not then living.

27 *See*, Trust, Ex. 1, at pg. 6.

28 31. Moreover, Section D of Article Fifth, governing Trust No. 3, provides that, upon the death
of both W. N. CONNELL and MARJORIE, the balance of Trust No. 3, if not otherwise appointed, is to

1 be distributed to the Petitioner or, if she is not living, then to her heirs. This provision clearly shows the
2 Grantors' overall intent that the assets be vested in remainder beneficiaries, in particular the Petitioner
3 and her heirs.

4
5 32. Bringing together the dispositive provisions of Trust No. 2 and Trust No. 3, the Grantors'
6 intentions can be derived as follows: that, upon the death of the Petitioner, the balance of Trust No. 2 is
7 to vest in the Petitioner's heirs.

8 33. Based on the terms of the Trust, the Petitioner requests that this Court: (1) construe the Trust
9 to provide that it is the intent of W. N. CONNELL and MARJORIE T. CONNELL, as Grantors, to
10 distribute the residue of Trust No. 2 to ELEANOR C. AHERN's heirs upon her death;⁵ and (2) reform
11 Trust No. 2 in accordance with such intention by adding new Sections "E," "F," "G," and "H" to Article
12 Fourth as follows:
13

14 *E. Distribution Upon Death of both the Survivor and the Residual*
15 *Beneficiary. Upon the death of both the Survivor and the Residual Beneficiary,*
16 *the Trustee shall divide the balance of Trust No. 2 into two equal shares, as*
follows:

17 1. One (1) equal share shall be distributed, outright and free of
18 trust, to the Residual Beneficiary's daughter, JACQUELINE M. MONTOYA, if
19 she is then living. Subject to Section (F) below, if, as of the date of the Residual
20 Beneficiary's death, JACQUELINE M. MONTOYA is not then living, then said
21 equal share shall be distributed to JACQUELINE M. MONTOYA's then living
22 issue, by right of representation. Each share created pursuant to this Section
23 E(1) of Article Fourth for the benefit of the issue of JACQUELINE M.
24 MONTOYA shall be held as a separate trust ("Beneficiary's Share") for the
25 benefit of such issue ("Beneficiary") to be held by the Trustee, administered and
26 further distributed pursuant to Section G of this Article Fourth.

27 2. One (1) equal share shall be distributed, outright and free of
28 trust, to the Residual Beneficiary's daughter, KATHRYN A. BOUVIER, if she is
then living. Subject to Section (F) below, if, as of the date of the Residual
Beneficiary's death, KATHRYN A. BOUVIER is not then living, then said equal

5 The Petitioner's heirs as of the date of this Petition are her two (2) daughters,
JACQUELINE M. MONTOYA and KATHRYN A. BOUVIER.

1 share shall be distributed to KATHRYN A. BOUVIER's then living issue, by
2 right of representation. Each share created pursuant to this Section E(2) of
3 Article Fourth for the benefit of the issue of KATHRYN A. BOUVIER shall be
4 held as a separate trust ("Beneficiary's Share") for the benefit of such issue
5 ("Beneficiary") to be held by the Trustee, administered and further distributed
6 pursuant to Section G of this Article Fourth.

7 3. In the event that both JACQUELINE M. MONTOYA and
8 KATHRYN A. BOUVIER predecease the Grantors, leaving no issue, and having
9 failed to exercise the testamentary power of appointment pursuant to Section (F)
10 below, then the balance shall be distributed in accordance with Article Eleventh
11 herein.

12 F. Power of Appointment. In the event that JACQUELINE M. MONTOYA
13 or KATHRYN A. BOUVIER predeceases the Residual Beneficiary, upon the
14 death of the Residual Beneficiary, the Trustee shall distribute such beneficiary's
15 equal share to or in trust for such one or more persons or organizations and in
16 such manner and proportions as such beneficiary may appoint by her will or
17 revocable trust making specific reference to this general power of appointment.

18 G. Management of Beneficiary's Shares. Until a Beneficiary has attained
19 the age of twenty-one (21) years, the Trustee may distribute to or apply for the
20 benefit of such Beneficiary so much of the income or principal from such
21 Beneficiary's Share as the Trustee determines, in the Trustee's sole discretion,
22 is necessary to provide for his or her health, education, maintenance, and
23 support. In addition, the Trustee may make the following discretionary
24 distributions:

25 1. Investment in Business. The Trustee may, in the Trustee's sole
26 discretion, apply the principal or income of such Beneficiary's Share for the
27 purpose of investing in a business or profession operated by, or to be operated
28 by, such Beneficiary and to be owned by the Beneficiary's Share.

1 Acquisition of Residences. The Trustee may, in the Trustee's sole
2 discretion, apply the income and principal of such Beneficiary's Share for the
3 purpose of purchasing one or more residences to be owned by the Beneficiary's
4 Share and used and occupied by such Beneficiary and his or her family,
5 including a primary residence, seasonal residence or otherwise. In the case of
6 any residence owned by the Beneficiary's Share, and in the Trustee's sole
7 discretion, such Beneficiary may occupy and use such residence without rent or
8 any other financial obligation for the payment of the taxes, insurance payments,
9 maintenance costs and other expenses required in order to keep such residences
10 in proper repair and free of liens.

11 3. Use of Tangible Trust Assets. The Trustee, in the Trustee's sole
12 discretion, may grant such Beneficiary the right to the use, possession and

1 enjoyment of all of the tangible personal property held by such Beneficiary's
2 Share, without financial obligation for the use of such property.

3 4. Distribution of Beneficiary's Share. Upon a Beneficiary attaining
4 the age of twenty-one (21), the Trustee shall distribute to him or her, outright
5 and free of trust, the remaining principal and accumulated income of that
6 Beneficiary's Share. If the Beneficiary has already reached the age of
7 twenty-one (21) at the time of the creation of the Beneficiary's Share, then the
8 Trustee shall, upon making the division, distribute, outright and free of trust, to
9 the Beneficiary the balance of such Beneficiary's Share.

10 5. Distribution Upon Death of Beneficiary. If any Beneficiary shall
11 die prior to the complete distribution of such Beneficiary's Share, then all of the
12 remaining assets in such Beneficiary's Share shall be distributed to or in trust
13 for such one or more persons or organizations and in such manner and
14 proportions as such Beneficiary may appoint by his or her will or revocable
15 trust making specific reference to this general power of appointment. To the
16 extent that the Beneficiary does not exercise this general power of appointment,
17 the remainder of such Beneficiary's Share shall be distributed to the issue of
18 such Beneficiary in equal shares by right of representation and each such share
19 shall be held, managed and further distributed by the Trustee as a Beneficiary's
20 Share under Section G of Article Fourth. If the Beneficiary shall die failing to
21 exercise this general power of appointment without leaving issue, then the
22 Beneficiary's Share shall be distributed pro rata to the other Beneficiary's
23 Shares then being administered by the Trustee hereunder, and if none, then to
24 the Beneficiary's heirs at law under the intestacy laws of the State of Nevada.

25 6. Distributions to or for the Benefit of Minors or Persons Under
26 Disability. Whenever the Trustee is given the power or discretion to make
27 distributions to or for the benefit of a minor or other beneficiary under a
28 disability, the Trustee, in the Trustee's sole discretion, may make distributions
to a minor or other person under disability by making distributions to the
guardian or conservator of his or her estate and/or person, as the Trustee shall
determine, or to any suitable person with whom he or she resides, or the Trustee
may apply distributions directly for such beneficiary's benefit, or the Trustee
may make distributions to any duly established custodian for any minor
beneficiary under the Uniform Gifts to Minors Act or Uniform Transfers to
Minors Act of any State. Any custodian acting on behalf of a minor beneficiary
shall have the power to bind the beneficiary with respect to all matters
concerning the Trust. The Trustee, in its sole discretion, may also make
distributions directly to a minor if, in the Trustee's judgment, such minor is of
sufficient age and maturity to receive such distribution and spend the money
properly. The previous language of this paragraph 6 notwithstanding, if a
beneficiary is, or would be eligible for need-based government benefits, the
Trustee shall hold the funds for such beneficiary in a "special needs trust" as
that term is understood for need-based government planning. By "special needs

1 trust" is meant that the Trustee shall have the sole and absolute discretion to
2 make distributions for the benefit of such beneficiary in a manner that improves
3 the quality of life for the beneficiary but will not make the beneficiary ineligible
4 for need-based government benefits. The provisions of the Paragraph 6 are
intended to supplant need-based government benefits, but not to replace them
and all terms of this Paragraph 6 shall be so interpreted for all purposes.

5 H. Maximum Term for Trusts. Notwithstanding any other provision of this
6 Trust, unless terminated earlier under other provisions of this agreement, each
7 trust created under this agreement shall terminate upon the expiration of the
8 longest period that property may be held in trust under this agreement without
9 violating the applicable rule against perpetuities, or similar applicable rule. At
that time, the remaining trust property shall vest in and be distributed to the
persons entitled to receive distributions of income hereunder.

10 34. Article Twelfth of the Trust states, in pertinent part, as follows:

11 Twelfth: Successor Trustee. In the event of the death or incapacity of
12 either Grantor, the Survivor shall continue to serve as the sole Trustee of all of
13 the trusts created hereunder. Upon the death or incapacity of the Survivor, the
14 Grantors then nominate and appoint [the Petitioner] as the Trustee of all of the
15 trusts created hereunder, or in the event that she is unable or unwilling to serve
in the said capacity, then the Grantors nominate and appoint the FIRST
NATIONAL BANK OF NEVADA to serve in the said capacity.

16 35. In 2008, the FIRST NATIONAL BANK OF NEVADA failed, and is no longer in existence.
17 As outlined in Article Twelfth, W. N. CONNELL and MARJORIE entrusted the beneficiaries (first being
18 MARJORIE and, upon MARJORIE's death, the Petitioner) of the Trust to act as Trustees.

19 36. The Petitioner requests that, due to the failure of the successor Trustee named by the
20 Grantors, this Court: (1) construe the Trust to provide that the intent of W. N. CONNELL and
21 MARJORIE is to appoint the beneficiaries of the Trust to serve as Trustees thereof; and (2) to reform the
22 Trust in accordance with such intention by modifying Article Twelfth as follows:
23

24 Twelfth: Successor Trustee. In the event of the death or incapacity of
25 either Grantor, the Survivor shall continue to serve as the sole Trustee of all of
26 the trusts created hereunder. Upon the death or incapacity of the Survivor, the
27 Grantors then nominate and appoint ELEANOR C. AHERN, f/k/a ELEANOR
28 MARGUERITE CONNELL HARTMAN, as the Trustee of all of the trusts
created hereunder, or in the event that she is unable or unwilling to serve in the
said capacity, then the Grantors nominate and appoint JACQUELINE M.

1 *MONTOYA to serve in the said capacity. In the event that JACQUELINE M.*
2 *MONTOYA is unable or unwilling to act as successor Trustee, then KATHRYN*
3 *A. BOUVIER shall act as successor Trustee. No successor Trustee shall have*
4 *any responsibility for the acts or omissions of any prior trustees and no duty to*
5 *audit or investigate the accounts or administration of any such trustee, nor,*
6 *unless in writing requested so to do by a person having a present or future*
7 *beneficial interest under a trust created hereunder, any duty to take action or*
8 *obtain redress for breach of trust.*

9 *In the event that none of the trustees named in this Article Twelfth are*
10 *able or willing to serve, then the majority of adult income beneficiaries of the*
11 *Trust shall select a successor Trustee.*

12 37. The reformation of the Trust, pursuant to this Petition, will not change the substantive rights
13 of the Petitioner during her lifetime. The sole purposes of the reformation are: (1) to clarify the
14 dispositive provisions of Trust No. 2 after the death of the Petitioner; and (2) to forestall the requirement
15 of petitioning the Court upon the death of the Petitioner to determine the successor Trustee.

16 38. The names, ages, residences, and relationships of the persons interested in the Trust, so far
17 as known to Petitioner, are as follows:

<u>NAME</u>	<u>AGE</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>
ELEANOR C. AHERN	Adult	Residual Beneficiary	6105 Elton Ave Las Vegas, NV 89107
JACQUELINE M. MONTOYA	Adult	Daughter of ELEANOR C. AHERN	3385 Maverick Street Las Vegas, NV 89108
KATHRYN A. BOUVIER	Adult	Daughter of ELEANOR C. AHERN	8461 Purple Sage Road Middleton, ID 83644
SHRINERS HOSPITALS FOR CHILDREN	N/A		Attn: Legal Department P.O. Box 31356 Tampa, FL 33631-3356

24 39. JACQUELINE M. MONTOYA and KATHRYN A. BOUVIER have consented in writing
25 to the proposed reformation, as outlined in herein, and to this Court entering an order to assume
26 jurisdiction over the Trust, the appointment of the Petitioner as the Trustee, and the reformation of the
27 Trust as provided in this Petition. Said consents are attached hereto as Exhibits "6" and "7,"
28

1 respectively.

2 40. The interests of JACQUELINE M. MONTOYA and KATHRYN A. BOUVIER and their
3 respective issue in Trust No. 2 are substantially identical, and JACQUELINE M. MONTOYA and
4 KATHRYN A. BOUVIER are able to adequately represent the interests of their respective issue,
5 including any minor and unborn issue without the necessity of the appointment of a guardian ad litem.
6 See, NRS 155.140 and 164.005.
7

8 **WHEREFORE**, Petitioner requests that this Petition be set for hearing, and that after hearing
9 the matters of this Petition, this Court find that notice of the time and place of such hearing has been
10 given in the manner required by law, and that this Court make and enter its Orders and Decrees pursuant
11 to NRS 153.031 (e) and (n), 164.010 and 164.015:
12

13 1. That this Court assume jurisdiction over THE W. N. CONNELL AND MARJORIE T.
14 CONNELL LIVING TRUST, dated May 18, 1972, and any and all sub-trusts created thereunder, as a
15 proceeding *in rem*;
16

17 2. That ELEANOR C. AHERN, f/k/a ELEANOR MARGUERITE CONNELL HARTMAN be
18 confirmed as the Trustee of THE W. N. CONNELL AND MARJORIE T. CONNELL LIVING TRUST,
19 dated May 18, 1972, and any and all sub-trusts created thereunder, with the exception of any trust in
20 which the assets of Trust No. 3 of THE W. N. CONNELL AND MARJORIE T. CONNELL LIVING
21 TRUST, dated May 18, 1972 were appointed by MARJORIE T. CONNELL;
22

23 3. That this Court enter an order: (1) construing THE W. N. CONNELL AND MARJORIE T.
24 CONNELL LIVING TRUST, dated May 18, 1972, to provide that it was the intent of W. N. CONNELL
25 and MARJORIE T. CONNELL, as Grantors, to distribute the residue of Trust No. 2 created thereunder
26 to ELEANOR C. AHERN's heirs upon her death; and (2) that the Trust is to be reformed in accordance
27 with such intent;
28

1 4. That this Court order the Trust to be reformed to add new Sections "E," "F," "G," and "H"
2 to Article Fourth of THE W. N. CONNELL AND MARJORIE T. CONNELL LIVING TRUST, dated
3 May 18, 1972, as follows:
4

5 E. Distribution Upon Death of both the Survivor and the Residual
6 Beneficiary. Upon the death of both the Survivor and the Residual Beneficiary,
7 the Trustee shall divide the balance of Trust No. 2 into two equal shares, as
8 follows:
9

10 1. One (1) equal share shall be distributed, outright and free of
11 trust, to the Residual Beneficiary's daughter, JACQUELINE M. MONTOYA, if
12 she is then living. Subject to Section (F) below, if, as of the date of the Residual
13 Beneficiary's death, JACQUELINE M. MONTOYA is not then living, then said
14 equal share shall be distributed to JACQUELINE M. MONTOYA's then living
15 issue, by right of representation. Each share created pursuant to this Section
16 E(1) of Article Fourth for the benefit of the issue of JACQUELINE M.
17 MONTOYA shall be held as a separate trust ("Beneficiary's Share") for the
18 benefit of such issue ("Beneficiary") to be held by the Trustee, administered and
19 further distributed pursuant to Section G of this Article Fourth.
20

21 2. One (1) equal share shall be distributed, outright and free of
22 trust, to the Residual Beneficiary's daughter, KATHRYN A. BOUVIER, if she is
23 then living. Subject to Section (F) below, if, as of the date of the Residual
24 Beneficiary's death, KATHRYN A. BOUVIER is not then living, then said equal
25 share shall be distributed to KATHRYN A. BOUVIER's then living issue, by
26 right of representation. Each share created pursuant to this Section E(2) of
27 Article Fourth for the benefit of the issue of KATHRYN A. BOUVIER shall be
28 held as a separate trust ("Beneficiary's Share") for the benefit of such issue
("Beneficiary") to be held by the Trustee, administered and further distributed
pursuant to Section G of this Article Fourth.

3. In the event that both JACQUELINE M. MONTOYA and
KATHRYN A. BOUVIER predecease the Grantors, leaving no issue, and having
failed to exercise the testamentary power of appointment pursuant to Section (F)
below, then the balance shall be distributed in accordance with Article Eleventh
herein.

F. Power of Appointment. In the event that JACQUELINE M. MONTOYA
or KATHRYN A. BOUVIER predeceases the Residual Beneficiary, upon the
death of the Residual Beneficiary, the Trustee shall distribute such beneficiary's
equal share to or in trust for such one or more persons or organizations and in
such manner and proportions as such beneficiary may appoint by her will or
revocable trust making specific reference to this general power of appointment.

1 G. Management of Beneficiary's Shares. Until a Beneficiary has attained
2 the age of twenty-one (21) years, the Trustee may distribute to or apply for the
3 benefit of such Beneficiary so much of the income or principal from such
4 Beneficiary's Share as the Trustee determines, in the Trustee's sole discretion,
5 is necessary to provide for his or her health, education, maintenance, and
6 support. In addition, the Trustee may make the following discretionary
7 distributions:

8 1. Investment in Business. The Trustee may, in the Trustee's sole
9 discretion, apply the principal or income of such Beneficiary's Share for the
10 purpose of investing in a business or profession operated by, or to be operated
11 by, such Beneficiary and to be owned by the Beneficiary's Share.

12 2. Acquisition of Residences. The Trustee may, in the Trustee's sole
13 discretion, apply the income and principal of such Beneficiary's Share for the
14 purpose of purchasing one or more residences to be owned by the Beneficiary's
15 Share and used and occupied by such Beneficiary and his or her family,
16 including a primary residence, seasonal residence or otherwise. In the case of
17 any residence owned by the Beneficiary's Share, and in the Trustee's sole
18 discretion, such Beneficiary may occupy and use such residence without rent or
19 any other financial obligation for the payment of the taxes, insurance payments,
20 maintenance costs and other expenses required in order to keep such residences
21 in proper repair and free of liens.

22 3. Use of Tangible Trust Assets. The Trustee, in the Trustee's sole
23 discretion, may grant such Beneficiary the right to the use, possession and
24 enjoyment of all of the tangible personal property held by such Beneficiary's
25 Share, without financial obligation for the use of such property.

26 4. Distribution of Beneficiary's Share. Upon a Beneficiary attaining
27 the age of twenty-one (21), the Trustee shall distribute to him or her, outright
28 and free of trust, the remaining principal and accumulated income of that
Beneficiary's Share. If the Beneficiary has already reached the age of
twenty-one (21) at the time of the creation of the Beneficiary's Share, then the
Trustee shall, upon making the division, distribute, outright and free of trust, to
the Beneficiary the balance of such Beneficiary's Share.

5. Distribution Upon Death of Beneficiary. If any Beneficiary shall
die prior to the complete distribution of such Beneficiary's Share, then all of the
remaining assets in such Beneficiary's Share shall be distributed to or in trust
for such one or more persons or organizations and in such manner and
proportions as such Beneficiary may appoint by his or her will or revocable
trust making specific reference to this general power of appointment. To the
extent that the Beneficiary does not exercise this general power of appointment,
the remainder of such Beneficiary's Share shall be distributed to the issue of
such Beneficiary in equal shares by right of representation and each such share

1 shall be held, managed and further distributed by the Trustee as a Beneficiary's
2 Share under Section G of Article Fourth. If the Beneficiary shall die failing to
3 exercise this general power of appointment without leaving issue, then the
4 Beneficiary's Share shall be distributed pro rata to the other Beneficiary's
5 Shares then being administered by the Trustee hereunder, and if none, then to
6 the Beneficiary's heirs at law under the intestacy laws of the State of Nevada.

6 6. Distributions to or for the Benefit of Minors or Persons Under
7 Disability. Whenever the Trustee is given the power or discretion to make
8 distributions to or for the benefit of a minor or other beneficiary under a
9 disability, the Trustee, in the Trustee's sole discretion, may make distributions
10 to a minor or other person under disability by making distributions to the
11 guardian or conservator of his or her estate and/or person, as the Trustee shall
12 determine, or to any suitable person with whom he or she resides, or the Trustee
13 may apply distributions directly for such beneficiary's benefit, or the Trustee
14 may make distributions to any duly established custodian for any minor
15 beneficiary under the Uniform Gifts to Minors Act or Uniform Transfers to
16 Minors Act of any State. Any custodian acting on behalf of a minor beneficiary
17 shall have the power to bind the beneficiary with respect to all matters
18 concerning the Trust. The Trustee, in its sole discretion, may also make
19 distributions directly to a minor if, in the Trustee's judgment, such minor is of
20 sufficient age and maturity to receive such distribution and spend the money
21 properly. The previous language of this paragraph 6 notwithstanding, if a
22 beneficiary is, or would be eligible for need-based government benefits, the
23 Trustee shall hold the funds for such beneficiary in a "special needs trust" as
24 that term is understood for need-based government planning. By "special needs
25 trust" is meant that the Trustee shall have the sole and absolute discretion to
26 make distributions for the benefit of such beneficiary in a manner that improves
27 the quality of life for the beneficiary but will not make the beneficiary ineligible
28 for need-based government benefits. The provisions of the Paragraph 6 are
intended to supplant need-based government benefits, but not to replace them
and all terms of this Paragraph 6 shall be so interpreted for all purposes.

H. Maximum Term for Trusts. Notwithstanding any other provision of this
Trust, unless terminated earlier under other provisions of this agreement, each
trust created under this agreement shall terminate upon the expiration of the
longest period that property may be held in trust under this agreement without
violating the applicable rule against perpetuities, or similar applicable rule. At
that time, the remaining trust property shall vest in and be distributed to the
persons entitled to receive distributions of income hereunder.

5. That this Court enter an order: (1) construing THE W. N. CONNELL AND MARJORIE T.
CONNELL LIVING TRUST, dated May 18, 1972, to provide that the intent of W. N. CONNELL and
MARJORIE T. CONNELL was to appoint the beneficiaries of the Trust to serve as Trustees thereof; and

1 (2) that the Trust is to be reformed in accordance with such intent;

2 6. That this Court order the Trust to be reformed by modifying Article Twelfth of THE W. N.
3 CONNELL AND MARJORIE T. CONNELL LIVING TRUST, dated May 18, 1972, to read as follows:
4

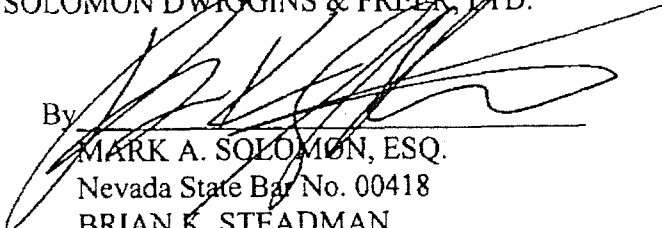
5 *Twelfth: Successor Trustee. In the event of the death or incapacity of*
6 *either Grantor, the Survivor shall continue to serve as the sole Trustee of all of*
7 *the trusts created hereunder. Upon the death or incapacity of the Survivor, the*
8 *Grantors then nominate and appoint ELEANOR C. AHERN, f/k/a ELEANOR*
9 *MARGUERITE CONNELL HARTMAN, as the Trustee of all of the trusts*
10 *created hereunder, or in the event that she is unable or unwilling to serve in the*
11 *said capacity, then the Grantors nominate and appoint JACQUELINE M.*
12 *MONTOYA to serve in the said capacity. In the event that JACQUELINE M.*
13 *MONTOYA is unable or unwilling to act as successor Trustee, then KATHRYN*
14 *A. BOUVIER shall act as successor Trustee. No successor Trustee shall have*
15 *any responsibility for the acts or omissions of any prior trustees and no duty to*
16 *audit or investigate the accounts or administration of any such trustee, nor,*
17 *unless in writing requested so to do by a person having a present or future*
18 *beneficial interest under a trust created hereunder, any duty to take action or*
19 *obtain redress for breach of trust.*

20 *In the event that none of the trustees named in this Article Twelfth are*
21 *able or willing to serve, then the majority of adult income beneficiaries of the*
22 *Trust shall select a successor Trustee.*

23 7. For such other and further relief as the Court deems proper.

24 DATED this 14 day of August, 2009.

25 Respectfully submitted,
26 SOLOMON DWIGGINS & FREER, LTD.

27 By 
28 MARK A. SOLOMON, ESQ.
Nevada State Bar No. 00418
BRIAN K. STEADMAN
Nevada State Bar No. 10771
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483

Attorneys for Eleanor C. Ahern, Petitioner

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VERIFICATION

ELEANOR C. AHERN, f/k/a ELEANOR MARGUERITE CONNELL HARTMAN, whose address is 6105 Elton Ave, Las Vegas, NV 89107, declares under penalties of perjury of the State of Nevada:

That she is the Petitioner who makes the foregoing Petition to Assume Jurisdiction Over Trust; Confirm Trustee; and Construe and Reform Trust; that she has read said petition and know the contents thereof, and that the same is true of her own knowledge except for those matters stated on information and belief, and that as to such matters she believes it to be true.

DATED this 3rd day of August, 2009.



ELEANOR C. AHERN f/k/a ELEANOR MARGUERITE
CONNELL HARTMAN

EXHIBIT 1

1972

TRUST AGREEMENT

("The W. W. Connell and Marjorie T. Connell Living Trust")

THIS TRUST AGREEMENT, made this 18th day of May, 1972, by W. W. CONNELL and MARJORIE T. CONNELL, husband and wife, (hereinafter sometimes referred to as the "Grantors", when reference is made to them in their capacity as creators of this Trust and the transferrors of the principal properties thereof), and W. W. CONNELL and MARJORIE T. CONNELL, of Las Vegas, Nevada, (hereinafter sometimes referred to as the "Trustee" when reference is made to them in their capacity as the Trustee or fiduciary hereunder), and by this instrument revoke the previous revocable living trust made by us on the 1st day of Dec., 1971:

W I T N E S S E T H :

WHEREAS, the Grantors desire by this Trust Agreement to establish a revocable trust for the uses and purposes hereinafter set forth, to make provision for the care and management of certain of their present properties and for the ultimate disposition of the trust properties;

NOW, THEREFORE, the Grantors hereby give, grant, transfer, set over and deliver as the original trust estate, IN TRUST, unto the Trustee, who hereby declares that they have received from the Grantors all of the property listed on Schedule "A" (which schedule is attached hereto and made a part of this Trust Agreement), TO HAVE AND TO HOLD THE SAME IN TRUST, and to manage, invest and reinvest the same and any additions that may from time to time be made thereto, subject to the hereinafter provided trusts and the terms and conditions, powers and agreements, relating thereto.

Additional property may be added to the trust estate, at any time and from time to time, by the Grantors, or either of them, or by any person or persons, by inter vivos act or testamentary transfer, or by insurance contract or trust designation.

The property comprising the original trust estate during the joint lives of the Grantors shall retain its character as their community property or separate property, as designated on the attached Schedule "A". Property subsequently received by the Trustee during the joint lives of the Grantors shall be listed on an appropriate schedule annexed hereto and shall have the separate or community character ascribed thereto on such schedule.

FIRST: NAME AND BENEFICIARIES OF TRUST. The trusts created hereby shall be for the use and benefit of the Grantors and for ELEANOR MARGUERITE CONNELL HARTMAN, the daughter of W. N. CONNELL by a prior marriage, and for her issue as hereinafter provided. ELEANOR MARGUERITE CONNELL HARTMAN shall hereinafter be designated as the "Residual Beneficiary".

This trust shall be known and identified as the "W. N. Connell and Marjorie T. Connell Living Trust", and, for purposes of convenience, shall hereinafter be referred to as Trust No. 1.

SECOND: TRUST NO. 1. The Trustee shall hold, manage, invest and reinvest the trust estate and shall collect the income thereof and dispose of the net income and principal as follows:

A. Income. The Trustee shall pay equally to the Grantors, during their joint lives, all community net income of the trust estate and shall pay to each Grantor all separate net income from his or her respective share of the trust estate. Such income shall be paid to the Grantors unless the Trustee receives written notice from the Grantors that all income shall not be distributed but shall be accumulated by the Trustee and invested and reinvested as herein provided.

B. Principal. During the joint lives of the Grantors, the Trustee shall pay over and distribute to a Grantor such part or all of the principal of his or her separate property and his or her share of the community property placed in this initial trust by that Grantor as he or she shall demand in a writing directed to the Trustee.

C. Death of Either Grantor. Upon the death of the Grantor whose death shall first occur, the Trustee shall divide the trust estate, including all property received as a result of the decedent's death, as follows:

1. The trust estate and all property received as a result of the decedent's death shall be divided into two parts, each part to be administered as a separate trust to be known respectively as "Trust No. 2" and "Trust No. 3". Reference hereafter to the "Decedent" shall refer to either of the Grantors whose death shall first occur and reference to the "Survivor" shall refer to the other Grantor.

2. The Trustee shall allocate to Trust No. 3 (a) the Survivor's separate property interest in the trust estate; (b) the Survivor's one-half (1/2) interest in the community property of the trust estate, less a proportionate part of all amounts properly chargeable against all community property; and (c) the Survivor's community property interest in any policy of insurance on the life of the Decedent owned by the Grantors as community property and made payable to Trust No. 1.

3. The Trustee shall allocate to Trust No. 3 from the Decedent's separate property an amount as determined in Article THIRD hereof.

4. The Trustee shall allocate to Trust No. 2, all the remaining portion of the trust estate not allocated to Trust No. 3, including, but not limited to, the Decedent's community property interest, if any, in any life insurance policy on the life of the Decedent payable to Trust No. 1.

5. In the event that property is received by the Trustee, by inter vivos or testamentary transfer and directions are contained in the instrument of transfer for allocation to or between Trust No. 2 or Trust No. 3, then the Trustee shall make allocation in accordance with such directions, anything to the contrary herein, notwithstanding.

6. It is the intention of the parties, that ELEANOR MARGUERITE CONNELL HARTMAN shall be a Co-trustee of the Decedent's separate property in trust in this Trust to the extent the term "Trustee", as hereinafter used, shall apply to her.

THIRD: MARITAL DEDUCTION. The Trustee shall allocate to Trust No. 3 from the Decedent's separate property the fractional share of the said assets which is equal to the maximum marital deduction allowed for federal estate tax purposes, reduced by the total of any other amounts allowed under the Internal Revenue Code as a Marital Deduction which are not a part of this trust estate. In making the computations and allocations of the said property to Trust No. 3 as herein required, the determination of the character and ownership of the said property and the value thereof shall be as finally established for federal estate tax

purposes. This distribution is being made without regard to death taxes payable by reason of the Decedent's death, which taxes shall be paid from Trust No. 2 only.

FOURTH: TRUST NO. 2. The Trustee shall hold, manage, invest and reinvest the estate of Trust No. 2 and shall collect the income thereof and dispose of the net income and principal as follows:

A. Death of Decedent. Upon the death of the Decedent, the Trustee shall pay from the income or principal of this trust, the death taxes, probate and legal expenses, and the expenses of the last illness and funeral of the Decedent, provided, however, that no funds received by the Trustee as proceeds from a retirement plan qualified under the Internal Revenue Code shall be available for these purposes unless there are no other assets in the Survivor's estate, in which event funds from a qualified plan can be used, but only to the extent of these actual expenses.

B. Income. All income received by this Trust from the separate property of the Decedent shall be paid to the Residual Beneficiary. In the event any of the real property located in Upton County, Texas, as listed on the original Schedule "A" attached hereto, forms a part of the corpus of this Trust, the Residual Beneficiary shall be paid an additional payment from the income received from the Decedent's half of the community property, which forms a part of the corpus of this Trust, equal to all of the income received by this Trust from the real property located in Upton County, Texas. However, the provisions relating to the additional payment, shall be noncumulative, and in any calendar year in which the income received from the said community property is not sufficient to make full payment hereunder, the Trustee is directed to pay only the income which has been received by this Trust during that year, and not to carry forward any deficiency in payment to the next calendar year's income.

In the event the Residual Beneficiary predeceases the Survivor, the Residual Beneficiary's rights to receive income hereunder shall be paid to or for the benefit of her living children and the issue of any deceased child by right of representation; or in the event she dies without living issue, her income rights hereunder shall become those of the Survivor.

All other income received by this Trust shall be distributed to the Survivor.

All payments as provided in this Section shall be made at frequent intervals, but at least semi-annually.

C. Principal. The Trustee shall pay over and distribute the principal of the estate of Trust No. 2 as follows:

1. Power to make gifts. The Survivor shall have the discretionary power during his or her lifetime to direct the Trustee to pay over and distribute trust principal of the separate property in trust from the Decedent's Trust to or for the benefit of the Residual Beneficiary or any of her living issue; such power may be exercised by delivering to the Trustee a writing duly executed and acknowledged, wherein he or she specifies the amount of principal that should be paid over and distributed to the particular issue and in what proportions such principal shall be paid over and distributed. It is the Grantors' intent hereby to convey upon the Survivor a sprinkling power; said power is limited, however, to appointments made to and among the Residual Beneficiary or her living issue.

2. Power of invasion. If, in the opinion of the Trustee, the income from all sources of which the Trustee has knowledge shall not be sufficient to support, maintain, educate and provide for the Survivor or Residual Beneficiary or any issue of the Residual Beneficiary in their accustomed manner of living, or in the event of any emergency befalling these said parties, such as illness, accident or other distress, the Trustee is authorized to use and expend such part of the trust principal of Decedent's separate property in trust, as the Trustee may deem necessary or desirable to meet such needs or emergencies. The decision of the Trustee as to what shall constitute an emergency or the necessity or desirability of encroachment upon principal shall be conclusive upon all parties and the Trustee shall be relieved and exonerated hereunder if the Trustee acts in good faith in making such determination.

3. Sale of real property from Decedent's separate property. The Survivor is directed that in the event any additional money is needed for payment of funeral, last illness or other costs to settle any claims made against Decedent's estate, or in the event that the sale of Decedent's separate property is contemplated at any time, only the separate property of Decedent situated in Las Vegas, Clark County, Nevada, shall be sold to satisfy this obligation.

4. Sale of real property. In the event that any real property which is listed on Schedule "A" attached hereto as the Decedent's separate property, and, is a part of the corpus of Trust No. 2 is sold, the Grantors direct the Trustee to distribute the net proceeds from such sale, less any applicable income tax due because of such sale, to the Residual Beneficiary, free of trust. In the event the Residual Beneficiary is not living at the time of the said sale, the proceeds therefrom shall remain in this Trust, and shall be subject to all of the provisions as herein contained.

D. Definition of real property. The term "real property" as used in this Article FOURTH shall not include the mineral, oil and gas interests in Upton County, Texas, if the same are separately listed on Schedule "A" hereto.

FIFTH: TRUST NO. 3. The Trustee shall hold, manage, invest and reinvest the estate of Trust No. 3 and shall collect the income thereof and dispose of the net income and principal as follows:

A. Income. The Trustee shall pay to the Survivor during his or her lifetime all of the net income of the Survivor's trust estate in convenient, regular installments, but not less frequently than quarter-annually.

B. Powers of appointment over income and principal.

1. During his or her lifetime, the Survivor shall have the power to appoint all or any part of the principal and undistributed income, if any, of the estate of Trust No. 3 to himself or herself, or to any person or persons. Such power of appointment shall be exercisable in all events, but only by the Survivor's submitting to the Trustee written instructions expressly exercising such power.

2. Upon the death of the Survivor, he or she shall have the absolute power to appoint the entire principal and the undistributed income, if any, of the estate of Trust No. 3, or any part thereof, to his or her estate or to any person or persons. Such power of appointment shall be exercised only by a provision in the Last Will of the Survivor expressly exercising such power. Unless within ninety (90) days after the death of the Survivor the Trustee has actual notice of the existence of a Will exercising such power, it shall be deemed for all purposes hereunder that such power was not exercised.

C. Revocation and Amendments. The Survivor shall have the power to revoke, amend or terminate Trust No. 3 herein provided by delivering such amendments or revocation in writing to the Trustee provided that the Trustee's duties and liabilities cannot be increased without the Trustee's consent.

D. Death of Survivor. Upon the death of the Survivor, the Trustee shall distribute the trust estate in accordance with and to the extent provided by the Survivor's exercise of his or her power of appointment.

If and to the extent that the Survivor shall fail to effectively exercise the foregoing power of appointment, the principal and undistributed income of Trust No. 3 shall, upon his or her death, be distributed to the Residual Beneficiary, or to the heirs of her body if she is not then living.

SIXTH: SPENDTHRIFT PROVISION. Each and every beneficiary under the Living Trust and the various estates created hereunder is hereby restrained from and shall be without right, power or authority to sell, transfer, assign, pledge, mortgage, hypothecate, alienate, anticipate, bequeath or devise, or in any manner affect or impair his, her or their beneficial right, title, interest, claim and estate in and to either the income or principal of any claim created hereunder, or to any part thereof, during the entire term of said trusts; nor shall the right, title, interest, or estate of any beneficiary be subject to any right, claim, demand, lien or judgment of any creditor of any such beneficiary, nor be subject nor liable to any process of law or equity, but all of the income and principal, except as otherwise provided in this Trust Agreement shall by the Trustee be payable and deliverable to or for the benefit of only the before named and designated beneficiaries, at the times hereinbefore set out, and receipt by such beneficiaries shall relieve the Trustee from responsibility for such good faith distributions.

SEVENTH: POWERS OF TRUSTEE. To carry out the purposes of any trust created under this instrument and subject to any limitations stated elsewhere in this Trust Agreement, the Trustee is vested with the following powers with respect to the trust estate and any part of it, in addition to those powers now or hereafter conferred by law:

A. To continue to hold any property, including any shares of the Trustee's own stock and to operate at the risk of the trust estate any business that the Trustee receives or acquires under the trust as long as the Trustee deems advisable.

B. To manage, control, grant options on, sell, (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair trust property.

C. To lease trust property for terms within or beyond the term of the trust and for any purpose, including

exploration for and removal of gas, oil and other minerals; and to enter into community oil leases, pooling and unitization agreements.

D. To borrow money and to encumber or hypothecate trust property by mortgage, deed of trust, pledge, or otherwise; to borrow money on behalf of one trust from any other trust created hereunder to guarantee any loan made during the lifetime of the Grantors.

E. To carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the trust estate and the Trustee against any hazard.

F. To commence or defend such litigation with respect to the trust or any property of the trust estate as the Trustee may deem advisable at the expense of the trust.

G. To compromise or otherwise adjust any claims or litigation against or in favor of the trust.

H. To invest and reinvest the trust estate in every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies, and mutual funds and mortgage participations, which men of prudence, discretion and intelligence acquire for their own account, and to invest in any common trust fund administered by the Trustee and to lend money of one trust to any other trust created hereunder.

I. With respect to securities held in the trust, to have all the rights, powers and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations, sales and leases and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscriptions or conversion rights.

J. Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses thereon shall be governed by the provisions of the Nevada Principal and Income Law and shall be determined by the Trustee in the Trustee's discretion; provided, however, that all capital gain distributions from mutual funds should be allocated to principal.

K. All of the trust powers set forth in Nevada Revised Statutes 163.265 to 163.410 inclusive, are hereby incorporated into this Trust Agreement.

EIGHTH: SPECIAL PROVISIONS.

A. Use of Home. The Trustee shall allow the Survivor to occupy and use until his or her death the home (or any interest therein) used by either or both Grantors as a principal residence at the time of the Decedent's death. The Trustee shall, at the discretion of the Survivor, sell such home, and if the Survivor so directs, purchase and/or build another comparable residence to be used as a home for the Survivor, and so on from time to time. The Survivor shall not be required to pay any rent for the use of such home.

B. Revocation and Amendment.

1. (Except as provided in paragraph 2 of this clause):

(a) This Trust Agreement, and the trusts evidenced thereby, may be revoked at any time during the joint lives of the Grantors by either of the Grantors delivering written notice of revocation to the Trustee and to the other Grantor.

(b) This Trust Agreement, and the trusts evidenced thereby, may be amended at any time and from time to time during the joint lives of the Grantors by the joint action of both Grantors delivering such amendment or amendments in writing to the Trustee provided that the Trustee's duties and liabilities cannot be increased without the Trustee's consent.

(c) From and after the death of the Decedent, this Trust Agreement may not be revoked, altered or amended, except as provided in relation to Trust No. 3.

(d) Upon any revocation of this Trust Agreement, during the Grantors' joint lives, the Trustee shall return to each Grantor his or her half of the community assets and to each Grantor his or her separate property, as indicated on Schedule "A".

2. In the event that any insurance on the life of either Grantor, owned by the other Grantor as his or her separate property, is payable to the Trustee or Trustees of any trust hereunder, then this Trust Agreement and the trusts evidenced thereby may be amended or revoked, insofar as they relate to such insurance, only by the Grantor who is owner of such insurance. The insured Grantor shall have no right to revoke or amend to that extent. This paragraph shall be construed as limiting the rights of the insured-Grantor and not as expanding the rights of the owner-Grantor.

C. Simultaneous Death. If there be no sufficient evidence that the Grantors died otherwise than simultaneously, then for purposes of this Trust Agreement, it shall be conclusively presumed for all purposes of administration and tax effect of this Trust Agreement that the Decedent shall be the Husband and the Survivor shall be the Wife.

D. Limitation of Trust Powers. Administrative control and all other powers relating to the various trust estates created hereunder, shall be exercised by the Trustee in a fiduciary capacity and solely for the benefit of the Survivor and the other beneficiaries as herein provided. Neither the Trustee, the Grantors, nor any other person, shall be permitted to purchase, exchange, reacquire or otherwise deal with or dispose of the principal of any of the various trust estates or the income therefrom, for less than an adequate and full consideration in money or money's worth; nor shall any person borrow the principal or income of the trust estates, directly or indirectly, without adequate interest in any case or without adequate security therefor.

E. Compensation of Trustee. The Trustee or successor Trustee, as herein provided, shall receive reasonable compensation for ordinary services performed hereunder. Reasonable compensation shall be based upon the then prevailing rates charged for similar services in the locality where the same are performed by other fiduciaries engaged in the trust business or acting as trustees.

F. Applicable Law. This Trust Agreement is executed under the laws of the State of Nevada and shall in all respects be governed by the laws of the State of Nevada; provided, however, the Trustee shall have the discretion, exercisable at any later time and from time to time, to administer Trust No. 1 pursuant to the laws of any jurisdiction in which the Trustee may be domiciled, by executing and acknowledging a written instrument to that effect and attaching the same to this Trust Agreement, and, if the Trustee so exercises the Trustee's discretion, as above provided, the various trust estates shall be governed by the laws of the other state or jurisdiction in which Trust No. 1 is then being administered.

G. Invalid Provisions. In the event any clause, provision or provisions of this Trust Agreement and the Living Trust created hereunder prove to be or be adjudged invalid or void for any reason, then such invalid or void clause, provision or provisions, shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible. If any provision contained in this Trust Agreement shall otherwise violate the rules against perpetuities now or hereafter in effect in the State of Nevada or in any state by which this Living Trust may subsequently be governed, that portion of the Trust so effected shall be administered as herein provided until the termination of the maximum period authorized by law, at which time and forthwith, such part of the said trust estate so

affected shall be distributed in fee simple to the beneficiary or beneficiaries in the proportions in which they are then entitled to enjoy the benefits so terminated.

H. Incompetency of Beneficiary. During any period in which any beneficiary under this Trust Agreement is judicially declared incompetent, or in the opinion of the Trustee is unable to care for himself, the Trustee shall pay over or use for the benefit of said incompetent beneficiary any part or all of the net income or principal from his or her share of the trust estate, in such manner as the Trustee shall deem necessary or desirable for said beneficiary's support, maintenance and medical care.

I. Claimants. The Grantors have, except as otherwise expressly provided in this Trust Agreement, intentionally and with full knowledge declined to provide for any and all of their heirs or other persons who may claim an interest in their respective estates or in these trusts.

J. Headings. The various clause headings used herein are for convenience of reference only and constitute no part of this Trust Agreement.

K. Copies. This Trust Agreement may be executed in any number of copies and each shall constitute an original of one and the same instrument.

L. Construction. Whenever it shall be necessary to interpret this trust, the masculine, feminine and neuter personal pronouns may be construed interchangeably, and the singular shall include the plural and the plural the singular.

NINTH: LIFE INSURANCE POLICIES. With respect to any policies of life insurance under which the Trustee is designated as beneficiary, the Trustee shall deal with such policies as required by the following trust provisions, in addition to the general trust provisions hereinbefore and hereinafter set forth:

A. Custody of Insurance Policies. The Trustee shall have the custody of any policy of life insurance under which the Trustee is designated as beneficiary. However, the owner shall have the right to possession of said policy or policies upon written request to the Trustee.

B. Payment of Premiums. The Trustee shall be under no obligation to pay the premium of any policy or policies of insurance, nor to make certain that such premiums are paid by the Grantors or others, nor to notify any persons of the non-payment of such premiums; and, the Trustee shall be under no responsibility or liability of any kind in case such premiums are not paid.

C. Collection of Policy Proceeds. Upon the death of the insured under such policy or policies, the Trustee shall collect all proceeds due thereon and the Trustee shall make all reasonable efforts to carry out the provisions of this Trust Agreement, including the maintenance of or defense of any action or suit; provided, however, the Trustee shall be under no duty to maintain or enter into any litigation unless the expenses thereof, including counsel fees and costs, have been advanced or guaranteed in an amount and in a manner which is reasonably satisfactory. The Trustee may repay any advances made by the Trustee or reimburse itself for any such fees and costs expended in reasonable attempts for collection of such proceeds out of the principal or income of the trust.

D. Purchase of Assets. The Trustee is hereby authorized and empowered to apply any part or the whole amount of any insurance proceeds collected hereunder to purchase assets from the insured's estate which may be offered for sale by the legal representative of the insured's estate at a price equal to the value of such assets as fixed by competent authority for purposes of determining the liability of the insured's estate for death taxes or at such other price as may be agreed upon by the personal representative of the insured's estate.

TENTH: NON-CONTEST PROVISION. The Grantors specifically desire that these trusts created herein be administered and distributed without litigation or dispute of any kind. If any beneficiary of these trusts or any other person, whether stranger, relatives or heirs, or any legatees or devisees under the Last Will and Testament of the Grantors or the successors in interest of any such persons, including any person who may be entitled to receive any portion of the Grantors' estates under the intestate laws of the State of Nevada, seek or establish to assert any claim to the assets of these trusts established herein, or attack, oppose or seek to set aside the administration and distribution of the said trusts, or to have the same declared null and void or diminished, or to defeat or change any part of the provisions of the trust established herein, then in any and all of the above mentioned cases and events, such person or persons shall receive One Dollar (\$1.00) and no more in lieu

of any interest in the assets of the trusts.

ELEVENTH: DEATH OF ALL BENEFICIARIES. In the event the Residual Beneficiary shall predecease the Grantors without living issue or children of any deceased child, then the Grantors direct that all of the income and principal of any trusts created hereunder shall be distributed to the Shriners Hospitals for Crippled Children upon the death of the Survivor.

TWELFTH: SUCCESSOR TRUSTEE. In the event of the death or incapacity of either Grantor, the Survivor shall continue to serve as the sole Trustee of all of the trusts created hereunder. Upon the death or incapacity of the Survivor, the Grantors then nominate and appoint ELEANOR MARGUERITE CONNELL HARTMAN as the Trustee of all of the trusts created hereunder, or in the event that she is unable or unwilling to serve in the said capacity, then the Grantors nominate and appoint the FIRST NATIONAL BANK OF NEVADA to serve in the said capacity. No successor trustee shall have any responsibility for the acts or omissions of any prior trustee and no duty to audit or investigate the accounts or administration of any such trustee, nor, unless in writing requested so to do by a person having a present or future beneficial interest under a trust created hereunder, any duty to take action or obtain redress for breach of trust.

THIRTEENTH: ACKNOWLEDGEMENT, REPORTS, INSPECTION OF RECORDS. The Trustee hereby acknowledges receipt of and accepts the property and the estate of Trust No. 1 created hereunder on the terms and conditions stated and agrees to care for, manage and control the same in accordance with the directions herein specified, and to furnish to each beneficiary having income paid, distributed, credited or accumulated for his or her benefit, annually and more often if requested so to do, a statement showing

THIS TRUST AGREEMENT is accepted and executed by the Grantors and Trustee in the State of Nevada on the day and year first above written.

W. N. Connell

Margorie T Connell
MARJORIE T. CONNELL.

W. N. CONNELL

Marjorie T. Connell
MARJORIE T. CONNELL

On May 18th, 1972, personally appeared before me,
a Notary Public, W. N. CONNELL and MARJORIE T. CONNELL, who
declared to me that they executed the foregoing Trust Agreement.

NOTARY PUBLIC - STATE OF NEVADA
CLARK COUNTY
JUNE A. GAVIN
My Commission expires May 1, 1970

SCHEDULE "A"

("The W. N. Connell and Marjorie T. Connell Living Trust")

All of the Grantors' rights, title and interest in the following assets are hereby transferred to the Trustee as part of this trust estate and will be administered and distributed in accordance with the terms of the foregoing Trust Agreement.

The following real property interests constitute the community property of the Grantors:

1. Lots One (1) and Two (2) in Block Sixteen (16) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 51, in the Office of the County Recorder of Clark County, Nevada.
2. Lot Three (3), Block Six (6), Biltmore Addition to the City of Las Vegas, as shown by map thereof on file in Book 2 of Plats, Page 33, in the Office of the County Recorder of Clark County, Nevada.
3. Lots Fifteen (15) and Sixteen (16) in Block Fifteen (15) in the South Addition to the City of Las Vegas as shown by map thereof on file in Book 1 of Plats, Page 14, in the Office of the County Recorder of Clark County, Nevada.
4. Lots Twenty-Two (22) and Twenty-Three (23) in Block Eleven (11) of South Addition to the City of Las Vegas as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.
5. Lots Twenty-four (24) and Twenty-five (25) in Block Eleven (11) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 51, in the Office of the County Recorder of Clark County, Nevada.

The following assets constitute the separate property of

W. N. CONNELL:

1. Real Property:

(a) That portion of the North Half (N 1/2) of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section 28, Township 20 South, Range 61 East, M.D.B.&M., described as follows:

Beginning at the point of intersection of the East Line of the Northwest Quarter (NW 1/4) of

the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 28, said Township and Range, (hereinafter called Line 1) with the South boundary of Clark Avenue produced Westerly as the same is now established (hereinafter called Line 2); thence South along said Line 1 a distance of 378 feet; thence North 89° 36' West and parallel to said Line 2 a distance of 100 feet; thence North along a line parallel to said Line 1 a distance of 378 feet to said Line 2; thence East along said Line 2, 100 feet to the point of beginning-

Together with an undivided 1/30th interest of, in and to all water flowing or otherwise produced from that certain artesian well located in the North Half of the South Half of the Southeast Quarter of Section 29, Township 20 South, Range 61 East, M.D.B.&M, known as the New Russell Well. Together with an undivided 1/30th interest in and to that certain pipe line connected to and running from said well Easterly to a point 100 feet West from said Line 1 above described; together with an easement for said pipe line in common with all the other owners of said pipe line along a strip of ground three feet in width, the center line of which is located approximately 150 feet South of and running parallel with said Line 2, and which strip extends from said well to a point 100 feet West from said Line 1; together with the right to enter thereon for the purpose of repairing, replacing and renewing said pipe line.

Reference: Deed # 180405, Book 35, pages 159 and 160.

(b) The West 1/2 of Section 37, all of Sections 38, 47 and 48 in Block 39, Township 5 South, T. & P. R.R. Co. Survey in Upton County, Texas.

2. Oil, gas and mineral rights on and under the following described real property in Upton County, Texas.

(a) Sections 31 and 42 of Block 38, Township 5 South, T. & P. R.R. Co. Survey.

(b) Sections 32, 33, 36, 37, 38, 40, 41, 44, 45, 47 and 48 of Block 39, Township 5 South, T. & P. R.R. Co. Survey.

(c) Sections 36 and 37 of Block 40, Township 5 South, T. & P. R.R. Co. Survey.

3. The oil, gas and mineral leases on the following described real property in Upton County, Texas.

(a) Sections 31 and 42 of Block 38, Township 5 South, T. & P. R.R. Co. Survey.

(b) Sections 32, 33, 36, 37, 38, 40, 41, 44, 45, 47 and 48 of Block 39, Township 5 South, T. & P. R. Co. Survey.

The undersigned Grantors named in the foregoing Trust Agreement hereby certify that they have read said Trust Agreement and that it fully and accurately sets out the terms, trusts and conditions under which the trust estate therein described is to be held, managed and disposed of by the Trustee therein named; and, that they hereby approve, ratify and confirm the said Trust Agreement.

W. N. CONNELL
MARJORIE T. CONNELL

On May 18th, 1972, personally appeared before me, a Notary Public, W. N. CONNELL and MARJORIE T. CONNELL, who acknowledged to me that they executed the foregoing Trust Agreement.

June A. Davis
Notary Public in and for said
County and State

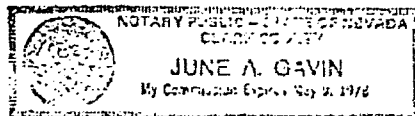


EXHIBIT 2

CLARK COUNTY HEALTH DISTRICT

625 Shadow Lane P.O. Box 4428

Las Vegas, Nevada 89106

STATE OF NEVADA - DEPARTMENT OF HUMAN RESOURCES

DIVISION OF HEALTH - SECTION OF VITAL STATISTICS

CERTIFICATE OF DEATH

2673

1720

STATE FILE NUMBER

NAME - LAST, FIRST, MIDDLE William B. CONNELL JR.		DATE OF BIRTH November 24, 1979		COUNTY OF DEATH Clark	
CITY, TOWN OR LOCATION OF DEATH Las Vegas		HOSPITAL OR PLACE WHERE DEATH OCCURRED Sunrise Hospital		STATUS IN THE HOUSEHOLD OF DEATH Inpatient	
RACE White		ETHNIC ORIGIN Irish-Scottish		DATE OF BIRTH OF MOTHER March 15, 1938	
STATE OF BIRTH Texas		COUNTRY OF BIRTH USA		MOTHER'S NAME Marjorie Thrash	
SOCIAL SECURITY NUMBER 530-05-6631		OCCUPATION Owner Operator		INDUSTRY Automobile Dealership	
RESIDENCE - STATE Nevada		COUNTY Clark		CITY, TOWN OR LOCATION OF DEATH Boulder City	
ADDRESS - STREET 1505 Cindy Ave.		CITY, TOWN OR LOCATION OF DEATH Boulder City		ZIP CODE 89005	
NAME OF DECEASED William B. CONNELL JR.		MOTHER'S NAME Marjorie Thrash		FATHER'S NAME Dora Anders	
MARRIAGE - DATE OF MARRIAGE Marjorie Connell - Wife		MARRIAGE - DATE OF MARRIAGE 1505 Cindy Ave. - Boulder City Nevada 89005			
CAUSE OF DEATH - PRIMARY Burial		CAUSE OF DEATH - SECONDARY Palm Memorial Park		LOCATION Las Vegas, Nevada	
PLACE OF DEATH Palm Mortuary		ADDRESS OF PLACE OF DEATH 1325 S. Main - Las Vegas - Nevada 89101			
DATE OF DEATH 11-26-79		TIME OF DEATH 12:42 A.M.		PLACE OF DEATH Palm Mortuary	
NAME AND ADDRESS OF PHYSICIAN Louis Friedman, M.D. 3196 S. Maryland Pkwy. Las Vegas, NV 89109		DATE RECEIVED BY PHYSICIAN NOV 26 1979			
SIGNATURE OF PHYSICIAN Louis Friedman		SIGNATURE OF REGISTRAR Rich Lewis			
SIGNATURE OF DECEASED Adrian Connell		SIGNATURE OF WITNESS E. Williams			
PLACE OF DEATH Palm Mortuary		CITY, TOWN OR LOCATION OF DEATH Boulder City		STATE Nevada	

Nº 142

"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS, STATE OF NEVADA." This copy was issued by the Clark County Health District from State certified documents as authorized by the State Board of Health pursuant to NRS 440.175.

APR 29 1980

EXHIBIT 3

1980

SUBSTITUTION OF TRUSTEE

MARJORIE T. CONNELL, surviving Trustee of the W. N. CONNELL AND MARJORIE T. CONNELL LIVING TRUST, made and entered into on May 18, 1972, by and between W. N. CONNELL and MARJORIE T. CONNELL, as Grantors, and W. N. CONNELL and MARJORIE T. CONNELL, as Trustees, hereby substitutes and appoints ELEANOR MARGUERITE CONNELL HARTMAN, daughter of W. N. CONNELL, as Co-Trustee of the separate property of W. N. CONNELL presently held in the above-entitled Trust. This substitution is made pursuant to the terms of said Trust, due to the decease of W. N. CONNELL, who passed away November 24, 1979.

Marjorie T. Connell
MARJORIE T. CONNELL

The undersigned, ELEANOR MARGUERITE CONNELL HARTMAN, also known as ELEANOR C. HARTMAN, hereby consents to serve as Co-Trustee of the separate property of W. N. CONNELL in the above-entitled Trust.

Dated this 6th day of May, 1980.

Eleanor Marguerite Connell Hartman
ELEANOR MARGUERITE CONNELL HARTMAN
Eleanor C. Hartman

STATE OF NEVADA)
COUNTY OF CLARK) ss

On this 6th day of May, 1980, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared MARJORIE T.

1 STATE OF NEVADA)
2) ss
3 COUNTY OF CLARK)

4 On this 6th day of May, 1980, before me, the
5 undersigned, a Notary Public in and for said County and State,
6 duly commissioned and sworn, personally appeared ELEANOR MAR-
7 GUERITE CONNELL HARTMAN, known to me to be the person whose
8 name is subscribed to the within instrument, and who acknowledged
9 to me that she executed the same freely and voluntarily and for
10 the uses and purposes therein mentioned.

11 Gina Di Marto
12 NOTARY PUBLIC



13 Notary Public, State of Nevada
14 CLARK COUNTY
15 Gina Di Marto
16 My Appointment Expires Mar. 2, 1982
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TO WHOM IT MAY CONCERN:

The Trust Agreement was recorded in Upton County Texas, on July 18, 1980 in Volume 459, Page 100, in the Deed of Records. The Substitution Trustee document was also recorded in Upton County, Texas on July 18, 1980, Deed of Records, Volume 459, Page 117, and a Certified Copy of the Assignment of Leases recorded in Clark County, Nevada, on July 7, 1980, Book 1249 as Document No. 1208708. Deeds of the Mineral Interest were recorded June 13, 1972, Volume 409, Page 329, of OCL Records and also Deed of Records, Volume 414, Page 9.

Las Vegas, Nevada 89106

CERTIFICATE OF DEATH-1174P

CERTIFICATE OF DEATH-11740

DATE FOR ORDER

№ 142

Table 1 (continued)

APR 29 1980

EXHIBIT 4

**STATE OF NEVADA — DEPARTMENT OF HUMAN RESOURCES
DIVISION OF HEALTH — VITAL STATISTICS**

CERTIFICATE OF DEATH

2009006369

STATE FILE NUMBER

TYPE OR
PRINT IN
PERMANENT
BLACK INK

DECEDENT

IF DEATH
OCCURRED IN
INSTITUTION
SEE HANDBOOK
REGARDING
COMPLETION OF
RESIDENCE
ITEMS

PARENTS

DISPOSITION

TRADE CALL

CERTIFIER

REGISTRAR

CAUSE OF
DEATH

CONDITIONS IF
ANY WHICH
GAVE RISE TO
IMMEDIATE
CAUSE
—>
STATING THE
UNDERLYING
CAUSE LAST

1a DECEASED-NAME (FIRST MIDDLE LAST,SUFFIX) Marjorie T CONNELL		2 DATE OF DEATH (Mo/Day/Year) May 01, 2009		3a COUNTY OF DEATH Clark	
3b CITY, TOWN, OR LOCATION OF DEATH Las Vegas		3c HOSPITAL OR OTHER INSTITUTION -Name (If not either, give street and number) Valley Hospital Medical Center		3d If Hosp or Inst indicate DOA,OP, Emer Rm Inpatient (Specify) Inpatient	
4 SEX Female		5 RACE White (Specify)		6 Hispanic Origin? Specify No - Non-Hispanic	
7a AGE Last birthday (Years) 91		7b UNDER 1 YEAR MOS DAYS		7c UNDER 1 DAY HOURS MINS	
8 DATE OF BIRTH (Mo/Day/Yr) March 02, 1918		9a STATE OF BIRTH (If not U.S.A. name country) Alabama		9b CITIZEN OF WHAT COUNTRY United States	
10 EDUCATION 14		11 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Widowed		12 SURVIVING SPOUSE (if wife, give maiden name)	
13 SOCIAL SECURITY NUMBER 417-12-1212		14a USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life. Even if Retired) Businesswoman		14b KIND OF BUSINESS OR INDUSTRY Investments	
15a RESIDENCE - STATE Nevada		15b COUNTY Clark		15c CITY, TOWN OR LOCATION Las Vegas	
15d STREET AND NUMBER 1325 Strong Drive		15e INSIDE CITY LIMITS (Specify Yes or No) Yes		Ever in US Armed Forces? No	
16 FATHER - NAME (First Middle Last Suffix) Oscar THRASH			17 MOTHER - NAME (First Middle Last Suffix) Cora BLAKE		
18a INFORMANT- NAME (Type or Print) Jacqueline MONTOYA		18b MAILING ADDRESS (Street or R F D No, City or Town, State, Zip) 3385 Maverick Street Las Vegas, Nevada 89108			
19a BURIAL, CREMATION, REMOVAL, OTHER (Specify) Burial		19b CEMETERY OR CREMATORY - NAME Palm Downtown Cemetery		19c LOCATION City or Town State Las Vegas Nevada 89101	
20a FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) BART BURTON SIGNATURE AUTHENTICATED		20b FUNERAL DIRECTOR LICENSE 50		20c NAME AND ADDRESS OF FACILITY Palm Mortuary-Downtown 1325 North Main Street Las Vegas NV 89101	
21 TRADE CALL - NAME AND ADDRESS					
21a To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated (Signature & Title) SIGNATURE AUTHENTICATED CHRISTOPHER CRUZ MD			22a On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated (Signature & Title)		
21b DATE SIGNED (Mo/Day/Yr) May 04, 2009			21c HOUR OF DEATH 08:47		
21d NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)			22b DATE SIGNED (Mo/Day/Yr)		
			22c HOUR OF DEATH		
21e PRONOUNCED DEAD (Mo/Day/Yr)			22e PRONOUNCED DEAD AT (Hour)		
23a NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) CHRISTOPHER CRUZ MD 3650 S Decatur Las Vegas, NV 89103					23b LICENSE NUMBER 10545
24a REGISTRAR (Signature) NINETTE HARRINGTON SIGNATURE AUTHENTICATED			24b DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) May 05, 2009		24c DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
25 IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b) AND (c))					
PART I					
(a) Pneumonia Interval between onset and death:					
(b) Sepsis Interval between onset and death:					
(c) Renal failure Interval between onset and death:					
(d) Respiratory failure Interval between onset and death:					
PART II					
25a ACC, SUICIDE, HOM, UNDET OR PENDING INVEST (Specify)		25b DATE OF INJURY (Mo/Day/Yr)		25c HOUR OF INJURY	
25d DESCRIBE HOW INJURY OCCURRED					
25e INJURY AT WORK (Specify Yes or No)		25f PLACE OF INJURY- At home, farm, street, factory, office building, etc (Specify)		25g LOCATION STREET OR R F D No CITY OR TOWN STATE	
26 AUTOPSY (Specify Yes or No) No		27 WAS CASE REFERRED TO CORONER (Specify Yes or No) No			

STATE REGISTRAR

"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS, STATE OF NEVADA." This copy was issued by the Southern Nevada Health District from State certified documents as authorized by the State Board of Health pursuant to NRS 440.175.

NOT VALID WITHOUT THE RAISED
SEAL OF THE SOUTHERN NEVADA
HEALTH DISTRICT

Lawrence K. Sands, D.O., M.P.H.

Registrar of Vital Statistics

By:

Date Issued:

MAY 06 2009

512762

EXHIBIT 5

COPY

**Last Will and Testament
of
MARJORIE T. CONNELL**

The original of this LAST Will
located in the office of DAVID A. STEIN
900 Rancho Lane Las Vegas, NV 89101
730-471-1500

I, MARJORIE T. CONNELL, also known as MARJORIE THRASH CONNELL, a resident of Clark County, Nevada, revoke any prior wills and codicils made by me and declare this to be my Last Will and Testament.

**Article One
Family Information**

I am unmarried.

I have one step-child, ELEANOR C. HARTMAN AHERN, born on May 13, 1938.

**Article Two
Distribution of My Property**

Section 2.01 Pour-Over to My Living Trust

All of my probate estate, excluding any property over which I might have a power of appointment, and after payment of expenses and taxes which are paid pursuant to this will, I give to the then acting Trustee of the MTC LIVING TRUST dated December 6, 1995 as restated on January 7, 2008 and executed prior to this will, to be added to the property of that trust. I direct that the Trustee administer the property as provided in the trust agreement and any amendments prior to my death.

Section 2.02 Alternate Disposition

If the trust referred to in Section 2.01 is not in effect at my death or if for any other reason the pour-over cannot be accomplished, I specifically and completely incorporate the terms of the trust into this will by reference. In such a situation, I direct my Personal Representative to establish a trust in accordance with the provisions of such trust and give the remainder of my estate, excluding any property over which I might have a power of

appointment, to the Trustee of said trust to be administered as provided in the trust agreement.

Article Three

Designation and Succession of Fiduciaries

Section 3.01 Personal Representative

I nominate JACQUELINE MARGUERITE MONTOYA as my Personal Representative. If JACQUELINE MARGUERITE MONTOYA fails or ceases to act as my Personal Representative, I nominate KATHRYN ANN BOUVIER as my successor Personal Representative.

Article Four

Exercise of Power of Appointment

Section 4.01 Exercise of Power of Appointment Granted by WILLIAM N. CONNELL

In the W.N. Connell and Marjorie T. Connell Living Trust dated May 18, 1972, Article Fifth Trust No. 3 Paragraph B(2) of the Trust, I was granted a testamentary power of appointment. I hereby exercise that power of appointment and appoint the entire principal and the undistributed income in Trust No. 3, if any, on my death to JACQUELINE MONTOYA and KATHRYN ANNE BOUVIER to be distributed in trust in accordance with the provisions of the MTC LIVING TRUST dated December 6, 1995, as restated on January 7, 2008.

Article Five

Powers of Fiduciaries

Section 5.01 Grant

My Personal Representative may perform every act reasonably necessary to administer my estate and any trust established under my will.

Specifically, my Personal Representative may exercise the following powers: hold, retain, invest, reinvest, sell, and manage real or personal property, including interests in any form of business entity including, but not limited to, limited partnerships and limited liability companies, and policies of life, health and disability insurance; without diversification as to kind, amount or risk of non-productivity and without limitation by statute or rule of law. My Personal Representative may partition, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, abandon, borrow, loan and contract. My Personal Representative may distribute the assets of my estate in cash or kind or partly in each at fair market value on the date of distribution, without requiring pro rata distribution of specific assets and without requiring pro rata allocation of the tax bases of such assets. My Personal Representative may hold in nominee form, continue businesses, carry out agreements and deal with itself, other fiduciaries and business organizations in which my Personal Representative may have an interest. It may establish reserves; release powers, and abandon, settle or contest claims. It may employ attorneys, accountants, custodians of the trust assets, and other agents or assistants as deemed advisable to act with or without discretionary powers and compensate them and pay their expenses from income or principal or both.

Section 5.02 Powers Granted by State Law

In addition to all of the above powers, my Personal Representative may, without prior authority from any court, exercise all powers conferred by my will or by common law or by the Nevada Revised Statutes or other statute of the State of Nevada or any other jurisdiction whose law applies to my will. My Personal Representative shall have absolute discretion in exercising these powers. Except as specifically limited by my will, these powers shall extend to all property held by my fiduciaries until the actual distribution of the property.

Section 5.03 Distribution Alternatives

My Personal Representative may make any payments under my will:

Directly to the beneficiary;

In any form allowed by applicable state law for gifts or transfers to minors or persons under disability;

To the beneficiary's guardian, conservator or caregiver for the benefit of the beneficiary; or

By direct payment of the beneficiary's expenses.

A receipt by the recipient for any such distribution, if such distribution is made in a manner consistent with the proper exercise of my fiduciaries' duties hereunder, shall fully discharge my fiduciaries.

Article Six

Administrative Provisions

Section 6.01 Court Proceedings

If any trust is established under my will that trust shall be administered in a timely and efficient manner consistent with its terms, free of active judicial intervention and without order, approval or other action by any court. It shall be subject only to the jurisdiction of a court being invoked by the trustees or other interested parties or as otherwise provided by law.

Section 6.02 No Bond

I direct that no fiduciary shall be required to give any bond in any jurisdiction, and if, notwithstanding this direction, any bond is required by any law, statute, or rule of court, no sureties be required.

Section 6.03 Compensation

Any fiduciary under this instrument shall be entitled to reasonable compensation commensurate with services actually performed and to be reimbursed for expenses properly incurred.

Section 6.04 Ancillary Fiduciary

In the event ancillary administration shall be required or desired and my domiciliary Personal Representative is unable or unwilling to act as an ancillary fiduciary, my domiciliary Personal Representative shall have the power to designate, compensate, and remove the ancillary fiduciary. The ancillary fiduciary may either be a natural person or a corporation. My domiciliary Personal Representative may delegate to such ancillary fiduciary such powers granted to my original Personal Representative as my Personal Representative may deem proper, including the right to serve without bond or surety on bond. The net proceeds of the ancillary estate shall be paid over to the domiciliary Personal Representative.

Article Seven

Taxes, Claims and Expenses

Section 7.01 Payment of Death Taxes, Claims and Expenses

The Trustee of the trust referred to in this will is authorized to pay my funeral and burial expenses, claims against my estate, and expenses of estate administration. Accordingly, I direct my Personal Representative to consult with the Trustee to determine which such expenses and claims should be paid by my personal representative from property passing under my will, and which such expenses and claims should be paid by the trustee from the trust.

I direct my Personal Representative to follow any instructions contained in the MTC LIVING TRUST in making any tax election, including, but not limited to, the allocation of my GST Exemption. I direct that the taxes imposed by reason of my death upon property passing under and outside my will be apportioned and paid in the manner provided in the MTC LIVING TRUST, and I incorporate the tax apportionment provisions of the MTC LIVING TRUST as part of my will.

In no event shall any of such taxes be allocated to or paid from property which is not included in my gross estate for federal estate tax purposes or which qualifies for the federal estate tax charitable deduction.

Section 7.02 Tax and Administrative Elections

My Personal Representative may exercise any available elections under any applicable income, inheritance, estate, succession, or gift tax law. This authority specifically includes the power to select any alternate valuation date for death tax purposes and the power to determine whether any or all of the administration expenses of my estate are to be used as estate tax deductions or as income tax deductions, and no compensating adjustments need be made between income and principal as a result of such determinations unless my Personal Representative shall determine otherwise, in the discretion of my Personal Representative, or unless required by law.

My Personal Representative shall not be liable to any beneficiary of my estate for tax consequences occasioned by reason of the exercise or non-exercise of any such elections or by reason of the allocation and distribution of property in kind in full or partial satisfaction of any beneficiary's interest in my estate.

Article Eight General Provisions

Section 8.01 Applicable Law

The validity and construction of my will shall be determined by the laws of Nevada.

Section 8.02 No Contract to Make Will

I have not entered into any contract, actual or implied, to make a will.

Section 8.03 Contest Provision

If any beneficiary of this will or any trust created under this will, alone or in conjunction with any other person undertakes or participates in any one or more of the actions listed below, then the right of such beneficiary to take any interest given to such beneficiary under this will or any trust created pursuant to this will shall be determined as it would have been determined had such beneficiary predeceased me without surviving descendants.

Contests by a claim of undue influence, fraud, menace, duress or lack of testamentary capacity, or otherwise objects in any court to the validity of (a) this Will, (b) any trust created under the terms of this Will, (c) any other trust created by me, and any trusts created under those agreements, or (d) any beneficiary designation of an annuity, retirement plan, IRA, Keogh, pension or profit sharing plan or insurance policy signed by or created by me, (collectively referred to hereafter in this Section as "Document" or "Documents") or any amendments or codicils to any Document;

Seeks to obtain an adjudication in any court proceeding that a Document or any of its provisions is void, or otherwise seeks to void, nullify or set aside a Document or any of its provisions;

Files suit on a creditor's claim filed in a probate of my estate, against my trust estate, or any other Document, after rejection or lack of action by the respective fiduciary;

Files a petition or other pleading to change the character (community, separate, joint tenancy, partnership, domestic partnership, real or personal, tangible or intangible) of property already so characterized by a Document;

Claims ownership in a court proceeding to any asset held by me in joint tenancy, other than as a surviving joint tenant;

Files a petition to determine domestic partnership property as my cohabitant or as my Spouse;

Files a petition for probate homestead in a probate proceeding of my estate without the prior written consent of the Personal Representative designated in this Will;

Files a petition for family allowance in a probate of my estate without the prior written consent of the Personal Representative designated in this Will;

Files a petition to impose a constructive trust or resulting trust on any assets of my estate, if any; or

Participates in any of the above actions in a manner adverse to my estate, such as conspiring with or assisting any person who takes any of the above actions.

My Personal Representative is hereby authorized to defend, at the expense of my estate, any violation of this paragraph. A "contest" shall include any action described above in an arbitration proceeding and shall not include any action described above solely in a mediation not preceded by a filing of a contest with a court, notwithstanding the foregoing.

This Section shall not apply so as to cause a forfeiture of any distribution otherwise qualifying for the federal estate tax charitable deduction.

Section 8.04 Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural. Words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender, if appropriate.

Section 8.05 Headings and Titles

The headings and paragraph titles are for reference only.

Section 8.06 Internal Revenue Code, IRC or Code

References to the Internal Revenue Code, the IRC or the Code shall refer to the Internal Revenue Code of the United States. References to specific sections of the Code shall be to any sections of like or similar import that replace the specific sections as a result of changes to the Internal Revenue Code made after the date of my will.

Section 8.07 Other Definitions

Except as otherwise provided in my will, terms shall be as defined in the Nevada Revised Statutes as amended after the date of my will and after my death.

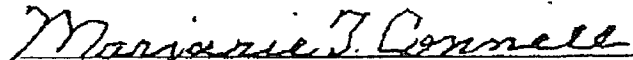
Section 8.08 Survivorship

For purposes of this will, any beneficiary shall be deemed to have predeceased me if such beneficiary dies within 90 days after the date of my death.

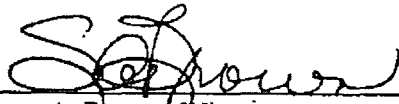
Section 8.09 Severability

If any part of this instrument shall be adjudicated to be void or invalid, the remaining provisions not specifically so adjudicated shall remain in full force and effect.

I, MARJORIE T. CONNELL, sign my name to this instrument consisting of 9 pages on January 7, 2008 and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament, that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.


MARJORIE T. CONNELL, Testatrix

Then and there personally appeared the within-named Sharon A. Brown and Josefina C. Jones, who, being duly sworn, depose and say under the penalty of perjury: That they witnessed the execution of the within Will of the within-named Testatrix, MARJORIE T. CONNELL, that the Testatrix subscribed the Will and declared the same to be her Last Will and Testament in their presence; that they thereafter subscribed their names as witnesses in the presence of the Testatrix and in the presence of each other and at the request of the Testatrix; that the Testatrix at the time of the execution of the Will appeared to them to be of full age and of sound mind and memory, and that they make this affidavit at the request of the Testatrix.



Sharon A. Brown, Witness
900 Rancho Lane
Las Vegas, NV 89106



Josefina C. Jones, Witness
900 Rancho Lane
Las Vegas, NV 89106

EXHIBIT 6

1 **CONS**

2 **SOLOMON DWIGGINS & FREER, LTD.**

3 **MARK A. SOLOMON, ESQ.**

4 Nevada State Bar No. 00418

5 **BRIAN K. STEADMAN, ESQ.**

6 Nevada State Bar No. 10771

7 9060 W. Cheyenne Avenue

8 Las Vegas, Nevada 89129

9 Telephone: (702) 853-5483

10 Facsimile: (702) 853-5485

11 E-mail: msolomon@sdfnvlaw.com

12 Email: bsteadman@sdfnvlaw.com

13 Attorneys for Eleanor C. Ahern, Petitioner

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 In the Matter of the

17 THE W. N. CONNELL AND MARJORIE

18 T. CONNELL LIVING TRUST,

19 Dated May 18, 1972

20 An Intervivos Irrevocable Trust.

) Case No.

) Department No.

) Date of Hearing:

) Time of Hearing:

21 **CONSENT TO PETITION TO ASSUME JURISDICTION OVER TRUST; CONFIRM TRUSTEE; AND**

22 **CONSTRUE AND REFORM TRUST AND WAIVER OF NOTICE**

23 JACQUELINE M. MONTOYA, an interested party in the above-named Trust matter, states
24 as follows:

25 1. I am a contingent income beneficiary of the W. N. CONNELL AND MARJORIE T.
26 CONNELL LIVING TRUST, dated May 18, 1972 (the "Trust").

27 2. I have read the Petition to Assume Jurisdiction Over Trust; Confirm Trustee, and
28 Construe and Reform Trust (the "Petition") and believe it to be true and correct to the best of my
knowledge.

3. I hereby consent to the Petition and request that the Court enter an Order approving
the Petition in its entirety.

4. I hereby waive notice of notice of the hearing on the Petition pursuant to Nevada

1 Revise Statutes 155.010(4).

2 Dated this 8 day of August, 2009.

3
4 
5 JACQUELINE M. MONTOYA

6
7 **SOLOMON DWIGGINS & FREER, LTD.**

8
9 By: 

10 MARK A. SOLOMON, ESQ.
11 Nevada Bar No. 00418
12 BRIAN K. STEADMAN, ESQ.
13 Nevada Bar No. 10771
14 9060 W. Cheyenne Avenue
15 Las Vegas, NV 89129

16 Attorneys for Eleanor C. Ahern, Petitioner
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EXHIBIT 7

1 **CONS**

2 SOLOMON DWIGGINS & FREER, LTD.

3 MARK A. SOLOMON, ESQ.

4 Nevada State Bar No. 00418

5 BRIAN K. STEADMAN, ESQ.

6 Nevada State Bar No. 10771

7 9060 W. Cheyenne Avenue

8 Las Vegas, Nevada 89129

9 Telephone: (702) 853-5483

10 Facsimile: (702) 853-5485

11 E-mail: msolomon@sdfnvlaw.com

12 Email: bsteadman@sdfnvlaw.com

13 Attorneys for Eleanor C. Ahern, Petitioner

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 In the Matter of the

) Case No.

) Department No.

17 THE W. N. CONNELL AND MARJORIE

18 T. CONNELL LIVING TRUST,

19 Dated May 18, 1972

) Date of Hearing:

) Time of Hearing:

20 An Intervivos Irrevocable Trust.

21 **CONSENT TO PETITION TO ASSUME JURISDICTION OVER TRUST; CONFIRM TRUSTEE; AND**
22 **CONSTRUE AND REFORM TRUST AND WAIVER OF NOTICE**

23 KATHRYN A. BOUVIER, an interested party in the above-named Trust matter, states as
24 follows:

25 1. I am a contingent income beneficiary of the W. N. CONNELL AND MARJORIE T.
26 CONNELL LIVING TRUST, dated May 18, 1972 (the "Trust").

27 2. I have read the Petition to Assume Jurisdiction Over Trust; Confirm Trustee, and
28 Construe and Reform Trust (the "Petition") and believe it to be true and correct to the best of my
knowledge.

3. I hereby consent to the Petition and request that the Court enter an Order approving
the Petition in its entirety.

4. I hereby waive notice of notice of the hearing on the Petition pursuant to Nevada

1 Revise Statutes 155.010(4).

2 Dated this 9 day of August, 2009.

3
4 
5 KATHRYN A. BOUVIER

6
7 SOLOMON DWIGGINS & FREER, LTD.

8
9 By: 

10 MARK A. SOLOMON, ESQ.
11 Nevada Bar No. 00418
12 BRIAN K. STEADMAN, ESQ.
13 Nevada Bar No. 10771
14 9060 W. Cheyenne Avenue
15 Las Vegas, NV 89129

16 Attorneys for Eleanor C. Ahern, Petitioner
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