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2014-06-18 01:33:22 PM
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EXHIBIT 1

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This is

THE HILLYGUS FAMILY TRUST, Restated, Dated August 17, 1993

Prepared for

H. EUGENE HILLYGUS and SUSAN L. HILLYGUS

Law Offices of MICHAEL B. SPRINGER, PC Attorneys at Law 9626 Prototype Court Reno, Nevada 89521 (775) 786-7445 FAX (775) 786-7947



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THE HILLYGUS FAMILY TRUST, Restated, Dated August 17, 1993

WITNESSETH:

- 1. RESTATEMENT. Settlors and Trustees entered into a Trust Agreement dated August 17, 1993. Under Article X of the Trust Agreement, Settlors reserved the right to amend or revoke the Trust Agreement in whole or part. By this Restatement, Settlors desire to restate the entire existing Trust Agreement and Trustees agree to accept the changes set out in this Restatement.
- 2. TRUST ASSETS. The Settlors transfer to the Trustees the property described in Schedule "A" attached to this Agreement, and may from time to time transfer additional property acceptable to the Trustees. That property, and any other property that may be received by the Trustees, shall be held and disposed of according to the terms of this Trust. The property, separate and community, of H. EUGENE HILLYGUS and SUSAN L. HILLYGUS is described in Schedule "A".
- 3. NAME OF TRUST. The designation to be used for the transfer of title to the Trust and the formal name of the Trust is:
 - H. EUGENE HILLYGUS and SUSAN L. HILLYGUS, Trustees, or their successor in trust, under THE HILLYGUS FAMILY TRUST, RESTATED, dated August 17, 1993.
- 4. RIGHT AMEND OR REVOKE. The Settlors may by a written instrument, signed, acknowledged and delivered to the Trustees during the Settlors' life, revoke this Agreement in whole or in part and amend it from time to time in any respect except that the duties and compensation of the Trustees shall not be materially changed by any amendment without the Trustees' written approval. Settlors acknowledge that each has transferred separate and community property to the Trustee. This transfer does not change the character of the property transferred to the Trust and either Settlor may remove his/her separate property from this Trust at any time and for any reason. The Trustee upon demand shall transfer the Settlor's separate property to him/her.

5. APPLICATION OF INCOME DURING LIVES OF SETTLORS.

5.1. During the lives of the Settlors, the Trustee shall pay all the net income of the trust estate, and such portions of the principal as the Settlors from time to time direct in writing, to the Settlors or as they may otherwise direct in writing. However, during

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any period in the Settlors' lives in which they are incapacitated, the Successor Trustee may in its discretion use so much of the net income and any portions or all of the principal for the support, comfort and welfare of the Settlors in their accustomed manner of living or for any other purpose the Trustees believe to be in the best interests of the Settlors. Any income not so used shall be accumulated and added to principal from time to time.

5.2. The first Settlor to die shall be referred to as "Decedent" and the remaining Settlor shall be referred to as the "Surviving Settlor". From and after Decedent's death, the Trustee shall pay to the Surviving Settlor, during his or her lifetime, all of the net income of the Trust Estate, and such portions of the principal as the Surviving Settlor may from time to time direct in writing, to the Surviving Settlor or as the Surviving Settlor may otherwise direct in writing. In the event the Surviving Settlor shall become incapacitated, the Successor Trustee may, in its discretion, use so much of the net income in any portion or in its entirety for the support, comfort, and welfare of the Surviving Settlor as the Successor Trustee believes to be in the best interests of the Surviving Settlor. Any income not used for the Surviving Settlor shall be accumulated and added to principal from time to time.

6. DEATH OF SURVIVING SETTLOR.

- 6.1.The Settlor H. EUGENE HILLYGUS has one (1) child (over the age of 18) from a prior marriage, namely: RANDALL M. HILLYGUS. Settlors purposely direct that nothing in this Trust is to be distributed to RANDALL M. HILLYGUS and he is deemed to have predeceased both Settlors. The Settlors have two (2) children from their marriage (both over the age of 18), namely: ROGER E. HILLYGUS and ROBIN R. HILLYGUS-RENWICK, Neither Settlor has any deceased issue at the time of the restatement of their Trust. After the death of the surviving Settlor, the Trustee shall hold and dispose of the trust property as follows:
- 6.1.1. The Trustee may sell all real property owned by the Trust at the time of the death of the Surviving Settlor and divide the net sales proceeds equally between ROGER E. HILLYGUS and ROBIN R. HILLYGUS-RENWICK and distribute the proceeds outright and free of trust. ROGER E. HILLYGUS and ROBIN R. HILLYGUS-RENWICK may elect to retain all or some of the real property. In that event, such real property will be distributed to them as tenants in common each owning an equal, undivided one-half interest. ROGER E. HILLYGUS or ROBIN R. HILLYGUS-RENWICK may elect to receive his/her share as one more of the real properties. Regardless of the manner in which the real property is distributed to ROGER E. HILLYGUS and ROBIN R. HILLYGUS-RENWICK (in cash or property), the value of the distribution to each of them must be equal. Should either ROGER E. HILLYGUS or ROBIN R. HILLYGUS-RENWICK dispute the retention of real property by the other, then all real property must be sold and the proceeds divided equally between them and distributed outright and free of trust.

6.1.2. Any vehicles must be sold and the net proceeds divided equally between ROGER E. HILLYGUS and ROBIN R. HILLYGUS-RENWICK and distributed



outright and free of trust. ROGER E. HILLYGUS or ROBIN R. HILLYGUS-RENWICK may purchase any vehicle from the Trust for its fair market value in cash.

6.1.3. Funds in an account described in *Schedule A* will be divided among the following according the designated percentage interests:

	DARLA HILLYGUS	20%
	SOPHIE RENWICK	40%
-	LANDON RENWICK	40%

The share of any of these Beneficiaries shall be held in Trust and delivered to the Trustee named below in trust to be held, administered and distributed in accordance with the provisions below. Each separate Trust as then constituted shall be for the benefit of each Beneficiary until distributed as set out in subparagraph 6.2, below, which provisions shall apply to the proceeds of any funds of any beneficiary.

- 6.1.4. The remainder of the Trust assets will be divided equally between ROGER E. HILLYGUS and ROBIN R. HILLYGUS-RENWICK and distributed outright and free of trust.
- 6.2. While any beneficiary is under the age of EIGTHTEEN (18) years, the Trustee shall use for such beneficiary's benefit so much of the income and principal of his or her Share as the Trustee determines to be required, in addition to his or her other income from all other sources known to the Trustee, for his or her reasonable support, care, comfort, and education, adding any excess income to principal at the discretion of the Trustee. Income shall be used before any principal is invaded. After the beneficiary reaches the age of EIGHTEEN (18), the Trustee shall distribute to the beneficiary onethird (1/3) of the principal and undistributed income of the Trust outright and free of trust. After the beneficiary reaches the age of TWENTY-FIVE (25), the Trustee shall distribute to the beneficiary one-third (1/3) of the principal and undistributed income of the Trust outright and free of trust. The Trustee shall distribute to the beneficiary the remaining principal and undistributed income of the Trust outright and free of trust after the beneficiary reaches the age of THIRTY (30). Whenever a beneficiary's right to payments from net income or principal hereunder shall terminate either by reason of death or otherwise, all such payments accrued or undistributed by the Trustee at the date of such termination shall be distributed to the surviving siblings or to the Trustee, in the event the Trust established for such surviving siblings shall still be in place.
- 6.3. If any beneficiary designated in this trust dies before a distribution outright and free of trust of the then remaining balance of the Trust, his or her interest in this Trust, as then constituted, shall be distributed equally between this beneficiary's children and distributed as provided in 6.2. If a beneficiary dies without leaving surviving children, his or her interest in this Trust, as then constituted, shall be distributed equally to this beneficiary's surviving brother(s) and sister(s).
- 6.4. The successor Trustee shall distribute the furniture, furnishings, and other personal property items in the manner directed by the Settlor in any other written, dated

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and signed document. If the Settlor has not so directed the distribution of such tangible personal property, the Successor Trustee may, in the Successor Trustee's sole discretion, distribute such items to the beneficiaries described above as he or she shall choose.

7. POWER OF TRUSTEE

- 7.1. If at any time any beneficiary to whom the Trustee is directed in this instrument to pay any income is under legal disability or is in the opinion of the Trustee incapable of properly managing his affairs, the Trustee may use such income for his or her support and comfort.
- 7.2. The Trustee either may expend directly any income or principal which he or she is authorized in this instrument to use for the benefit of any person, or may pay it over to him or for his use to his parent or guardian, without responsibility for its expenditure.
- 7.3. No interest under this instrument shall be transferable or assignable by any beneficiary, or be subject during his or her life to the claims of his or her creditors.
- 7.4. Notwithstanding anything this trust agreement to the contrary, the trusts under this instrument shall terminate not later than twenty-five (25) years after the death of the last surviving beneficiary on the date of this instrument, at the end of which period the Trustee shall distribute each remaining portion of the trust property to the beneficiary or beneficiaries, at that time, of the current income thereof, and if there is more than one beneficiary, in the proportions in which they are beneficiaries.
- 7.5. If, at any time, a trust created hereunder shall, in the sole judgment of the Trustee, be of the aggregate principal value of less than \$10,000, the Trustee may, but need not, terminate such trust and distribute the assets thereof in the Trustee's possession to the beneficiary or beneficiaries, at that time, of the current income thereof, and if there is more than one beneficiary, in the proportions in which they are beneficiaries.
- 7.6. Except as otherwise provided 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 or later conferred by law:
- (a) To retain any property or undivided interests in property, received from the Settlor or from any other source, including residential property, regardless of any lack of diversification, risk, or non-productivity;
- (b) To invest and reinvest the trust estate in any property or undivided interests in property, wherever located, including bonds, notes secured or unsecured, stocks of corporations regardless of class, including the stock of any Corporate Trustee, real estate or any interest in real estate, and interests in trusts, and common trust funds, and

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to keep and maintain funds in savings accounts including the bank or banks of any Corporate Trustee, without being limited by any statute or rule of law concerning investments by trustees;

- (c) To sell any trust property, for cash or on credit, at public or private sale; to exchange any trust property for other property; to grant options to purchase or acquire any trust property; and to determine the prices and terms of sales, exchanges, and options;
- (d) To operate, maintain, repair, rehabilitate, alter, improve or remove any improvements on real estate; to make leases and subleases for terms of any length, even though the terms may extend beyond the termination of the trust, to subdivide real estate to grant easements, give consents and make contracts relating to real estate or its use; to release or dedicate any interest in real estate;
- (e) To borrow money for any purpose, or from others, and to mortgage or pledge any trust property;
- (f) To employ attorneys, auditors, depositories, proxies and agents, with or without discretionary powers; and to keep any property in the name of a trustee or a nominee, with or without disclosure of any fiduciary relationship, or in bearer form;
- (g) To determine the manner of ascertainment of income and principal, and the allocation or apportionment between income and principal of all receipts and disbursements. The Trustee may at any time or times charge all or any part of the Trustee's regular annual compensation against the principal, regardless of any rule of law or statute to the contrary;
- (h) To take any action with respect to conserving or realizing upon the value of any trust property, and with respect to foreclosures, reorganizations or other changes affecting the trust property; to collect, pay, contest, compromise or abandon demands of or against the trust estate, wherever situated; and to execute contracts, notes, conveyances and other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the trust estate, and containing provisions excluding personal liability;
- (i) To enter into any transaction authorized by this Article with trustees, executors or administrators of other trusts or estates in which any beneficiary hereunder has any interest, even though any such trustee or representative is also Trustee hereunder; and in any such transaction to purchase property, or make loans on notes secured by property, even though similar or identical property constitutes all or a large proportion of the balance of the trust estate, and to retain any such property or note with the same freedom as if it has been an original part of the trust estate;
- (j) To receive additional property from any source and add it to and commingle it with the trust estate;

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- (k) To make any distribution or division of the trust property in cash or in kind or both, and to continue to exercise any powers and discretion hereunder for a reasonable period after the termination of the trust, but only for so long as no rule of law relating to perpetuities would be violated;
- (I) To allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or trusts, and to determine the value of any such property. The Trustee may make joint investments of funds in such trusts, and may hold the several trusts as a common fund dividing the net income therefrom among the beneficiaries of the several trusts proportionately;
- (m) To pay without reimbursement, to the legal representative or representatives of the Settlor's estate, from the principal of the trust hereunder, such amount as it may deem required for the purpose of paying a part or all of the expenses of the last illness and funeral of the Settlor and the administration of the Settlor's estate, transfer, inheritance and succession taxes (including the interest and penalties thereon) which shall become payable by reason of his death;
- (n) To establish out of income and credit to principal reasonable reserves for the depreciation of tangible property;
- (o) To exercise all the rights, powers and privileges, not inconsistent with this Trust Agreement, presently granted to Trustee under Nevada Revised Statutes, Chapter 163, and any future additions thereto even though said law should be repealed after this trust agreement is effective.

8. BOND OF, AND ACCOUNTING BY, TRUSTEE

- 8.1. To the extent that any such requirements can legally be waived, no Trustee shall ever be required to give any bond as Trustee; to qualify before, be appointed by or in the absence of breach of trust, account to any court; or to obtain the order or approval of any court in the exercise of any power or discretion described in this Trust Agreement.
- 8.2. No person paying money or delivering any property to any trustee need see to its application.
- 8.3. Any Corporate Trustee shall receive compensation in accordance with its Schedule of Fees in effect from time to time during the period over which its services are performed, and reimbursement for expenses.
- 8.4. Except as otherwise specifically provided in this Agreement, the Trustee may rely upon any notice, certificate, affidavit, letter, telegram or other paper or document believed by it to be genuine, or upon any evidence deemed by it to be sufficient, in making any payment or distribution hereunder. The Trustee shall incur no

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liability for any payment or distribution made in good faith and without actual notice or knowledge of a changed condition or status affecting any person's interest in the trust.

- 8.5. The Trustee may, at any time, and from time to time, render an account of its transactions with respect to the trust estate, and the Settlor shall have full power to settle finally any such account, and on the basis of such account, to release the Trustee from all liability, responsibility or accountability, for acts or omissions as Trustee.
- 8.6. After the death of the surviving Settlor, the Trustee may render an annual accounting to the adult primary beneficiary or beneficiaries of the trust estate. The approval of any account by such primary beneficiary or beneficiaries shall be final and binding upon all persons as to the matters and transactions shown in the account. If there is no adult primary beneficiary, or, if any adult primary beneficiary is under legal disability, the guardian of such adult primary beneficiary under legal disability, or the parents or surviving parent, or guardian of the person of a minor beneficiary for whose estate no guardian has been appointed, may act for the beneficiary in approving such account.

9. TRUSTEE AND SUCCESSOR TRUSTEE

- 9.1. The Trustee may resign at any time by giving written notice specifying the effective date of the resignation, to the beneficiaries, at the time of giving notice, of the current principal and income.
- 9.1.1. H. EUGENE HILLYGUS and SUSAN L. HILLYGUS are appointed as Co-Trustees. When both Co-Trustees are alive, both Co-Trustees, acting jointly or individually, may take action as authorized by the Trust.
- 9.1.2. If either H. EUGENE HILLYGUS or SUSAN L. HILLYGUS shall die, or shall for any reason fail to qualify or cease to act as Trustee, the remaining named individual shall act as Trustee. On the death of both Settlors, or upon the incapacity of the Surviving Settlor, ROGER H. HILLYGUS is appointed as Successor Trustee. In the event the above identified Successor Trustee is unable or unwilling to serve as Successor Trustee, ROBIN R. HILLYGUS-RENWICK shall serve as Successor Trustee.
- 9.1.3. If there is no trustee, a trustee may be appointed by an instrument delivered to the Successor Trustee and signed by the beneficiaries who, at the time of appointment, represent at least two-thirds of the value of the Trust. Any Successor Trustee, with the written approval of the person or persons appointing such Successor Trustee, shall accept without examination or review, the accounts rendered and the property delivered by or for a predecessor Trustee, without incurring any liability or responsibility for so doing.
- 9.2. The guardian or conservator of the estate of a beneficiary under legal disability, or the parents or surviving parent or guardian of the person of a minor beneficiary for whose estate no guardian has been appointed, may act for the

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beneficiary in signing any instrument under this Article.

- 9.3. Any Successor Trustee shall have all the title, powers and discretion of the Trustee succeeded, without the necessity of any conveyance or transfer.
- 9.4. Any corporate successor to the trust business of any Corporate Trustee named herein or acting hereunder shall become Trustee in place of its predecessor, without the necessity of any conveyance or transfer.
- 9.5. Whenever a Trustee (except a successor Trustee appointed pursuant to this paragraph) considers it advantageous to the beneficiaries of any trust, the Trustee may transfer the situs of any trust and in so doing may appoint, as a successor Trustee, any person or corporation authorized under the laws of the United States or of any State to administer trusts by a written instrument delivered to the successor. Any successor Trustee so appointed may be removed at any time by the former Trustee that made the appointment and the former Trustee may again become Trustee or may appoint another successor Trustee. A successor Trustee appointed under this section may resign by a written instrument delivered to the former Trustee.
- 10. SUBCHAPTER S ELECTION. If any trust provided for herein owns any shares of stock in a Subchapter S corporation, then we intend that said trust qualify as a Qualified Subchapter S Trust pursuant to §1361 of the Internal Revenue Code of 1986, as amended from time to time. The trustee(s) are, therefore, authorized and directed to take whatever steps the trustee(s) deem necessary to satisfy the requirements of said section, including but not limited to, dividing any trust with multiple beneficiaries into separate trusts for each beneficiary's pro rata share, and the trustee(s) are then directed to distribute the net income from each of these trusts to each beneficiary at least quarter-annually. This paragraph shall take precedence over any other provisions of this document.
- 11. CHOICE OF LAW. The construction of this instrument, the validity of the interest created hereby and the administration of the Trust estate and the separate trust shall be governed by the laws of the State of Nevada.
- 12. INCAPACITY AND COMPETENCY. A person shall be considered incapacitated in the event such person has been determined to be so by a court of competent jurisdiction; has been certified by two licensed physicians to be unable to properly handle his or her own affairs by reason of physical illness or mental illness; otherwise is unable freely to communicate for a period of 90 days; or if a trustee is prevented by sate law from exercising a power or powers granted to such trustee under this Trust Agreement. To the extent a trustee is prevented by state law from exercising a power or powers granted to such trustee under this Trust Agreement, the Successor Trustee shall have the power to exercise such power or powers, provided such power is not a general power of appointment if held by a Successor Trustee. If a Successor Trustee is prevented from exercising a power or powers because such power or powers would constitute a general power of appointment, the trustee shall appoint an

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independent trustee, as defined in Code section(c), to exercise such denied power or powers. A person shall be considered to have regained capacity, as applicable, upon such a determination by a court of competent jurisdiction, upon certification by two licensed physicians that the person is able to properly handle his or her own affairs, is able to freely communicate, or if any state law proscription as to the exercise of a power or powers is removed. The term "incapacity" is intended to be interchangeable with the terms "disability" and "incompetency."

13. INCONTESTABILITY. If any beneficiary under this Trust Agreement shall, singularly or in conjunction with any other person or persons, contest in any court the validity of this Trust Agreement, or of the Will of either Trustor, or shall seek to obtain an adjudication in any proceeding in any court that this Trust Agreement or any of its provisions, or that such Will or any of its provisions, is void or seek otherwise to void, nullify, or set aside this Trust Agreement or any of its provisions, then the right of that person to take any interest given to him by this Trust Agreement shall be determined as it would have been determined had that person died prior to the date of execution of this Trust Agreement.

IN WITNESS WHEREOF, the Settlors set their hands and seal, and the Trustees have caused these presents to be executed on the day and year first above written.

SETTLORS:

Hillagas

H. EUGENE HILLYGUS

TRUSTEES:

H FUGENZ HILLYGUS

SUSAN L. HILLYGUS

SUSAN L. HILLYGUS

STATE OF NEVADA

COUNTY OF WASHOE)

On this 24 day of 40. 2011, H. EUGENE HILLYGUS and SUSAN L. HILLYGUS as Settlors and Trustees known (or proved) to me to be the same persons whose names are subscribed to the foregoing instrument, personally appeared before me and acknowledged that they executed the foregoing instrument freely and voluntarily for the uses and purposes therein expressed.

STEPHEN C. MOSS
Notary Public - State of Nevada
Appointment Recorded in Wastoe County
No: 83-2012-2 - Expires December 28, 2013

Votary Public

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SCHEDULE A

THE HILLYGUS FAMILY TRUST, RESTATED, dated August 17, 1993

- 1. Financial Accounts:
 - A. Investment Accounts:
 - D. Scott Peterson "7352"
 - D. Scott Peterson " (proceeds at time of death of Surviving Spouse distributed according to Sub-Section 6.1.3 of Trust)
 - B. Checking Account at USBank (Golden Valley Branch) "
- 2. Personal Property:
 - A. 2011 GMC ½ Ton Pick-up
 - B. 2005 Polaris Ranger ATV
 - C. 2010 Toyota RAV4 V6
 - D. 22' Tango Travel Trailer
 - E. Homemade Stake Trailer
 - F. Guns:
 - Beretta 20 gauge shotgun
 - Benelli 12 gauge shotgun
 - Ruger 30.06 rifle
 - Smith & Wesson 14-clip 9 mm pistol
 - G. All items of Settlors' personal furnishings, furniture, jewelry, clothing and other things located at any real property owned by Trust. Hunting and fishing equipment
- 3. Real Property:
 - A. Personal Residence commonly known as: 2685 Knob Hill Drive, Reno, NV

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