

07/01/2015

Audie G Leventhal
25 Cross Ridge Street
Las Vegas , Nevada 89135

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07/08/2015 11:49 AM \$71.00
Book - 10341 Pg - 4434-4456 A
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
AUDIE G LEVENTHAL
25 CROSS RIDGE ST
LAS VEGAS NV 89135
BY: LHA, DEPUTY - WI 28 P. 24

AFFIDAVIT OF AUDIE G LEVENTHAL

I, Audie G Leventhal , swear that I am the donor and the investment trustee of the Audie G Leventhal Irrevocable Trust. June Vandersteen is the Benefits Trustee. Nathan Sponenburgh is the Trust's administrative Trustee. As Investment Trustee I, Audie G. Leventhal, am responsible for managing all trust assets and investments. Only I have the power to buy and sell properties, manage Trust accounts and properties etc. Nathan Sponenburgh is the accountant for the Trust. That is his only Trust related job. June Vandersteen is the Benefits Trustee. Her job in the Trust is to use Trust assets to benefit the Trust Beneficiaries as long as I , Audie G Leventhal , the donor and Investment Trustee gives permission (Exhibit 1)

When the Trust was formed in 2010 errors were made on the deeds to four properties. June Vandersteen and Nathan Sponenburgh were listed on the deeds they should not have been (Exhibit 2). I, Audie G Leventhal, have total control of these assets. Thus, I, Audie G. Leventhal , should be the only person on the deeds to the four properties. This needs to be changed or the properties can not ever be sold since the wrong names are associated with the deeds to the four properties.

Signed,



Audie G. Leventhal. Investment Trustee of The Audie G. Leventhal Irrevocable Trust.

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

On the 1st day of July 2015 personally appeared before me,
Audie Leventhal as personal representative of the estate of
Audie Leventhal and as signer of the foregoing instrument, who
acknowledged to me that he/she/they executed the same.

My commission expires 4/19/2017. Witness my hand and official seal.

Dallan Blunt

Notary Public:

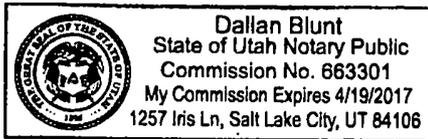


Exhibit 1

**THE AUDIE G. LEVENTHAL
IRREVOCABLE TRUST AGREEMENT**

This Irrevocable Trust Agreement (the "Agreement" or "Trust") is entered into this ___ day of May, 2010 by and between Audie G. Leventhal ("Grantor") and Audie G. Leventhal who shall serve as Investment Trustee, June Vandersteen who shall serve as the Benefits Trustee and Nathan Sponenburgh, a Wyoming resident, who shall serve as the initial Administrative Trustee.

RECITALS

- A. This Trust is part of the Grantor's comprehensive estate plan to provide for (i) the protection and administration of the Trust Estate during the Grantor's lifetime; (ii) the minimization of gift and estate tax upon the Grantor's estate; (iii) the Grantor during his lifetime, but strictly on a discretionary basis; and (iv) the benefit of Grantor's beneficiaries during the Grantor's lifetime and thereafter, as hereinafter set forth.
- B. Grantor desires to give the Trustees, as a group but not individually broad discretion with respect to management, distribution and investment of the Trust created hereunder, with the intention of benefiting the beneficiaries of the Trust while attempting to minimize the exposure of the Trust Estate to creditor claims, and income and wealth transfer taxes which the Trust or any beneficiary hereunder may have to pay. The Administrative Trustee shall only have such powers, duties and responsibilities as necessary to satisfy the "Qualified Trustee" requirements provided under W. S. §4-10-103(xxxv).
- C. It is the express intent of the Grantor that the Trust shall constitute an irrevocable "Qualified Spendthrift Trust" as provided in W. S. 4-10-501 to 523, as amended (the "Statute") and specifically subject to the limitations set forth in W. S. 4-10-502 and 517. All provisions within the Trust Agreement and all actions taken by the Trustees shall be taken in such a manner as to comply with the Statute.

ARTICLE I

TRANSFER IN TRUST

The Grantor hereby conveys, transfers and assigns to the Trustees the property described in Exhibit "A" and referred to herein as the "Trust Estate," the receipt of which is hereby acknowledged, to hold in trust under the terms and conditions set forth in this Trust Agreement as a "Qualified Transfer" as defined in §4-10-512 of the Statute. The Grantor, or any other person, reserves the right at any time to add to the principal of the Trust Estate by inter vivos or testamentary transfers of whatever nature. Any property so

added shall become part of the Trust Estate and shall be held, administered and distributed under the terms of this Trust and shall be subject to §§ 4-10-514 through 523 of the Statute. The Grantor expressly reserves unto himself the rights and powers expressly set forth in the Trust Agreement relative to the Trust Estate. Otherwise, Grantor fully relinquishes any and all interest in the Trust Estate except as provided herein or as permitted under the Statute. The Grantor shall execute a "Qualified Transfer Affidavit" in conjunction with each Qualified Transfer to the Trust pursuant to § 4-10-523 of the Statute.

ARTILCE II

PURPOSE OF TRUST

The Grantor establishes this Trust for the purposes of (i) furthering Grantor's comprehensive estate planning; (ii) minimizing Grantor's gift, estate, transfer and income tax obligations; (iii) asset preservation; and, (iv) providing for the Trust's Beneficiaries during the Grantor's life and beyond. The Grantor is not an intended beneficiary of this Trust except for the limited rights and discretionary privileges provided herein as expressly limited by the Statute and applicable law. This Trust Agreement is part of a comprehensive estate plan and the obtainment of the foregoing purposes may be in conjunction with other aspects of the Grantor's comprehensive plan. The beneficiaries of the Trust are identified below (the "Trust Beneficiaries"):

- (1) June Vandersteen;
- (2) Sarah Leventhal;
- (3) Jessica Leventhal;
- (4) Samuel Leventhal; and
- (5) Asher Leventhal

ARTICLE III

DISPOSITION DURING GRANTOR'S LIFETIME GRANTOR'S VETO POWER GRANTOR'S RIGHT OF SUBSTITUTION

3.1 Discretionary Distributions of Income and Principal to Grantor. During the Grantor's lifetime, the Benefits or the Administrative Trustee, in his or her sole and absolute discretion, and not in any fiduciary capacity, may make discretionary distributions of all of the income and up to five percent (5%) of the principal of the Trust Estate, on an annual basis to the Grantor, free of trust. The Grantor shall have no mandatory right to receive such distributions notwithstanding the Grantor's need or circumstance. Conversely, the Benefits or Administrative Trustee, in her sole discretion

may make such distributions of principal and income notwithstanding the apparent lack of need or the availability of other resources to the Grantor. No such distributions shall be made to fulfill any type of support obligation which the Trust, the Trustees or the Trust's Beneficiaries may owe to the Grantor. In addition to the foregoing, the Administrative Trustee following consultation and direction of the Trust Protector may encroach upon the principal of the Trust Estate for the benefit of the Grantor, in the Administrative Trustee's sole and absolute discretion as, and to the extent permitted under §4-10-510 of the Statute. The decision of the Administrative Trustee shall be binding upon all parties having an interest in the Trust. The Trust shall indemnify and hold the Administrative Trustee harmless for any cost or liability that he may incur in exercising his discretion as provided in this paragraph. If there are more than one Benefits Trustees all decisions of the Benefits Trustees in making such distributions, or not, shall be made on a majority basis and shall be final and un-appealable. The Benefits or Administrative Trustee may condition or limit such discretionary distributions to the Grantor, again, in his or her sole and absolute discretion. Any income which is not distributed to the Grantor pursuant to this discretionary power shall be added to the principal of the Trust Estate.

3.2 Lifetime Discretionary Distributions to Trust Beneficiaries. The Benefits or Administrative Trustee shall be entitled to make distributions to the Trust Beneficiaries during the Grantor's lifetime pursuant to the encroachment powers provided to the Benefits and Administrative Trustee under paragraph 4.3 hereof.

→ 3.3 Grantor's Right to Veto Distributions. Except for distributions made pursuant to paragraphs 3.1 or Article IV (following the death of the Grantor) hereof, the Benefits Trustee shall notify the Grantor and the Investment Trustee, in writing, at least (30) days prior to making any disbursement of income or principal from the Trust Estate to any Trust Beneficiary (the "Distribution Notice"). The Distribution Notice shall specifically identify the recipient, amount, nature and timing of the distribution. Following the Grantor's receipt of the Distribution Notice, the Grantor shall have the right, in his sole and absolute discretion, to veto any such intended distribution for thirty (30) days (the "Veto"). The Veto may apply to all or part of the proposed distribution but cannot be used by the Grantor to expressly direct such distributions. The Benefits Trustee shall have the right to issue multiple Distribution Notices to the Grantor and the Grantor shall have the right to exercise its Veto for each of the Distribution Notices. Each Veto shall be in writing addressed to the Benefits Trustee and specifically stating which, and how much of each proposed distribution is vetoed. The Benefits or Administrative Trustee shall be expressly bound by the Grantor's Veto. The Benefits Trustee acknowledges that such distributions will likely cause Grantors contribution to the Trust Estate to be a completed gift imposing gift tax implications upon the Grantor and his estate. Although the Veto may be exercised for any reason, one purpose for the Grantor's Veto shall be to protect the Grantor from tax implications resulting from discretionary distributions during the Grantor's lifetime. The Grantor and the Benefits Trustee shall cooperate with each other to minimize, if not avoid, adverse tax consequences associated with discretionary gifts to the Trust Beneficiaries and the Grantor's Veto rights. The Veto rights provided herein shall automatically terminate

upon the death of the Grantor. The Veto rights provided herein are expressly limited to the veto rights permitted under the Statute.

3.4 Grantor's Right of Substitution. Grantor, in his non-fiduciary capacity, shall have the right, upon written notification to the Benefits Trustee, to reacquire all or a portion of the Trust Estate (principle and income) by substituting other property of equivalent value, including but not limited to the Grantor's promissory note or similar obligation as described and permitted under §675(4)(C) of the Internal Revenue Code. Without reducing or eliminated the fiduciary duties imposed upon the Benefits Trustee acting hereunder, the terms of this Trust Agreement or applicable law, the Benefits Trustee shall ensure the Grantor's compliance with the terms of this power by being satisfied that: i) the properties acquired and substituted by the Grantor are in fact of equivalent value within the meaning of Rev. Rul. 2008-22; ii) this power to substitute property shall not be exercised in a manner that may shift benefits among the Trust Beneficiaries within the meaning of Rev. Rul. 2008-22; and, iii) without limiting the foregoing prohibition upon shifting benefits among Trust Beneficiaries, the Benefits Trustee shall have the power to reinvest the Trust Estate and a duty of impartiality with respect to the Trust Beneficiaries at all times while this power of substitution is in effect, within the meaning of Rev. Rul. 2008-22.

ARTICLE IV

DISPOSITIONS AFTER DEATH OF GRANTOR

Upon the death of the Grantor, the Trustees shall hold and administer the residual Trust Estate in accordance with the provisions of this Article IV. Powers and duties of distribution allocated to the Benefits Trustee under this Trust Agreement may also be exercised by the Administrative Trustee.

4.1 Power of Appointment. Upon the Grantor's death, if the Grantor has exercised his general power of appointment to direct the allocation and distribution of the Trust Estate as provided in the Grantor's last will and testament and by the Statute, then the Benefits Trustee shall distribute the Trust Estate in accordance with the dictates of the Grantor's general power of appointment and the requirements of §4-10-510(a)(iv)(B) of the Statute. To exercise the general power of appointment, the Grantor must specifically reference this Trust and expressly designate the amounts and individuals who are to receive the Trust Estate.

→
MY WILL
TRUMPS
THE ~~Grantor's~~
TRUST

4.2 Specific Bequests. Upon the Grantor's death, provided the Grantor has not exercised his general power of appointment as provided in paragraph 4.1 of this Trust Agreement, the Benefits Trustee shall make the following specific bequests from the Trust Estate:

A. June Vandersteen. The Benefits Trustee shall distribute to June Vandersteen ten percent (10%) of the residual Trust Estate, free of trust. In the

6.2 Situs. The situs of the Trust created hereunder shall be Wyoming. The situs of the Trust, including any assets of the Trust, may be maintained in any jurisdiction as the Benefits Trustee, may determine, and thereafter transferred at any time to any jurisdiction selected by the Benefits Trustee.

6.3 Perpetuities Provision. The trusts created hereunder shall be perpetual to the fullest extent permitted by the laws of the State of Wyoming. If the corpus of the Trust is moved to another jurisdiction, any court examining the Trust shall use the longer of the Wyoming perpetuities statute or the longest statute of the subsequent jurisdiction. Neither this Trust, any trusts created by this Trust nor any trust created pursuant to the exercise of a power of appointment granted pursuant to this Trust, shall continue beyond the period set forth by the Rule against Perpetuities as applied under the laws of the state having jurisdiction of the trust in question. Immediately prior to the expiration of the applicable Rule against Perpetuities period, the Trustee of the Trust, the trustee of any trust created by this Trust and the trustee of any trust created pursuant to the exercise of a special power of appointment granted pursuant to this Trust shall terminate the such trusts and shall distribute the assets of such trust to their beneficiaries of the Trust who are then permissible distributees of such trust. If the beneficiaries' relative interests are uncertain, the trustee shall distribute the property of the trust to the beneficiaries as determined by the trustee.

ARTICLE VII

SPENDTHRIFT PROVISION

The interest of the Grantor and each beneficiary in the income or principal of the Trust Estate or any trust created or contemplated hereby shall not be subject to the claims of any creditor, any spouse for alimony or support, or others. No creditor may attach, garnish or lien the assets of the Trust nor any beneficiary's interest therein by operation of law or any process within the meaning of §541(c)(2) of the Bankruptcy Code or otherwise. No beneficiary may voluntarily or involuntarily assign, alienate, accelerate, anticipate or encumber the beneficiary's interest in the Trust or the Trust Estate. This provision shall not restrict the exercise of any power of appointment or withdrawal that is granted to a beneficiary in this Trust Agreement as permitted by the Statute. The restraints on alienation and attachment upon the Trust Estate, the Grantor's or the beneficiaries' interest as provided under the Statute are fully incorporated herein by reference and imposed upon the Trust Estate and the Grantor's and Beneficiaries' interest herein.

ARTICLE VIII

TRUSTEE POWERS

The Trust created hereunder shall include the following trustees: (i) the Administrative Trustee; (ii) the Investment Trustee; and (iii) the Benefits Trustee. The

power and authority of each trustee shall specifically be defined and limited as set forth below:

8.1 Powers of the Administrative Trustee. In addition to all other powers granted to the Administrative Trustee, the Grantor expressly authorizes the Administrative Trustee, in the exercise of sole and absolute discretion:

- A. To maintain the books and records of the Trust(s) created hereunder;
- B. To prepare and file or to arrange for the preparation and filing of all tax returns required to be filed by any trust created hereunder;
- C. To the extent deemed appropriate by the Administrative Trustee, to maintain custody of all the assets of the trust(s) created hereunder (other than real property and tangible personal property which the Benefits Trustee, in the exercise of its absolute and sole discretion, may determine to make available for the use of any beneficiary hereunder);
- D. To implement, without responsibility therefore, any decision of the Benefits Trustee or the Investment Trustee;
- E. To appoint, employ and remove at any time and from time to time, any accountant, attorney, expert advisors, agents and/or employees in furtherance of the Administrative Trustee of fulfilling the responsibilities of the Administrative Trustee, including the payment of compensation for such services;
- F. To place and leave any part of the funds, property or securities of the Trust Estate in the care and custody of any bank or trust company whether situated in the United States or not, with no obligation while such securities are so deposited to inspect or verify the same and with no responsibility for any loss or misapplication by the bank or trust company or its nominee; to appoint such bank or trust company as the agent and attorney of the Trustee to collect, receive, receipt for and disburse any income, and generally to perform the duties and services incident to a so-called "custodian account"; and to allocate the charges and expenses of such bank or trust company for the income or principal or partially to the income and partially to the principal as Trustee determine; and,
- G. To execute and deliver any and all instruments to carry out any of the foregoing powers, no party to any such instrument being required to inquire to its validity or to see the application of any money or other property paid or delivered pursuant to the terms of this instrument.
- H. To take all actions necessary to satisfy the jurisdictional requirement to maintain the Trust as a Wyoming Trust as required under the Statute.

8.2 Compensation of Administrative Trustee. Any Administrative Trustee serving hereunder shall be entitled to receive reasonable compensation for services as determined by the compensation scheduled regularly published and adopted by the Administrative Trustee and agreed to by the Benefits Trustee; if there be no schedules, then the compensation shall be that reasonable compensation for similarly situated Wyoming Administrative Trustees of similar Trusts. The Administrative Trustee shall be entitled to reimbursement for all expenses incurred in the performance of its duties as Administrative Trustee. Serving in the capacity of Administrative Trustee shall not prevent the Administrative Trustee from also providing legal, investment or accounting services on behalf of the Trust or the Trust beneficiaries. If the Administrative Trustee is providing professional services, the Administrative Trustee shall be entitled to charge its normal and customary fees for services rendered or to be rendered and in addition is entitled to be compensated for its services as Administrative Trustee. The Benefits Trustee and the Trust Protector shall have the exclusive power to retain or dismiss the Administrative Trustee and shall review the engagement of the Administrative Trustee on an annual basis. In the event of dismissal or withdrawal, the Benefits Trustee shall select a new Administrative Trustee, in the Benefits Trustee's sole and absolute discretion, which can be the Benefits Trustee if jurisdictional requirements are satisfied,

8.3 Powers of the Investment Trustee. The Investment Trustee shall have the sole and absolute authority to acquire, manage, develop, lease, improve, sell, exchange or otherwise deal with the assets comprising the Trust Estate in his sole and absolute discretion. The Investment Trust shall have the sole authority on behalf of the Trust to execute documents or take other action regarding decisions about the investment of the Trust Estate. No Trustee, other than the Investment Trustee, may exercise voting rights with respect to all stocks and securities held in the Trust Estate including any stock described in Section 2036(b) of the Internal Revenue Code. In addition to all investment powers conferred by law upon the Investment Trustee, the Grantor hereby expressly authorizes the Investment Trustee, as follows:

- A. To purchase or otherwise acquire, and to retain, whether originally a part of the Trust Estate or subsequently acquired, any and all common or preferred stocks, bonds, notes or other securities, or any variety of real or personal property, whether within or without the United States, including, but without limitation, insurance on the life of the Grantor (including entering into any form of split-dollar agreement with respect to such insurance), foreign real estate or foreign securities, securities of a corporation in which any of the Investment Trustee is a director, officer, employee or shareholder, securities of any corporate fiduciary, interests in any business venture (incorporated or unincorporated), and interests in entities formed principally for the commingling of assets for investment, such as common trust funds, investment companies, mutual funds, real estate and other investment trusts, and interests in any partnership, limited liability company or other entity; provided, however, that the Investment Trustee may by an acknowledged, written instrument delivered to the

beneficiaries hereunder, irrevocably renounce the power to use the income (including capital gain) to pay for insurance on the life of the Grantor;

- B. To buy, sell, lease, pledge, mortgage, any real or personal property wherever situate; to buy, sell, lease, pledge, mortgage transfer, exchange, convert, grant options with respect to, or otherwise dispose of, any and all real or personal property or interest therein, at any time, in any manner, for any purpose, for any price and upon any terms, credits and conditions; and to enter into leases, mortgages or options which extend beyond the period fixed by law for leases and options made by fiduciaries or beyond the term of the Trust;
- C. To borrow money from any lender, including, but without limitation any individual or corporate fiduciary hereunder or any member of the Grantor's family, or any trust, corporation or association in which any one or more of the foregoing may be interested, for any purpose connected with the preservation or improvement of any trust estate, and to mortgage or pledge as security upon any terms and conditions any real or personal property held;
- D. To vote in person or by general or limited proxy with respect to any shares of stock or other security; directly or through a committee or other agent, to oppose or consent to the reorganization, consolidation, merger, dissolution or liquidation of any corporation, or to the sale, lease, pledge or mortgage of any property by or to any such corporation; and to make any payments and take any steps proper to obtain the benefits of any such transaction;
- E. To the extent permitted by law, to register any security in the name of a nominee with or without the addition of words indicating that such security is held in a fiduciary capacity; to hold any security in bearer or non-certificated form; and to use a central depository for securities; to employ a broker-dealer as custodian of all or part of the securities at any time held by any trust estate and to register such securities in the name of such broker-dealer;
- F. To complete, extend, modify or renew any loans, notes, bonds, mortgages, contracts or any other obligations which may at any time form part of any trust estate or which may be liens or charges against any property of the trust; to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of any trust estate against others or of others against any trust estate upon any terms and conditions, including the acceptance of deeds to real property in satisfaction of bonds and mortgages, and to make any payments in connection therewith;
- G. To place and leave all or any part of the funds or securities at any time

held by the Trust Estate in the care and custody of any bank or trust company, with no obligation while such securities are so deposited to inspect or verify the same and with no responsibility for any loss or misapplication by the bank or trust company or its nominee; to appoint such bank or trust company the agent and attorney of the Investment Trustee to collect, receive, receipt for and disburse any income, and generally to perform the duties and services incident to a so-called "custodian account"; and to allocate the charges and expenses of such bank or trust company to income or to principal or partially to income and partially to principal as the Investment Trustee determines;

- H. To continue the operation of any business, incorporated or unincorporated, which may be held or acquired by the Trustees, and any successor business thereto, and to purchase or otherwise acquire any business or interest in any business; to take part in the management of any business in which investment is retained or made hereunder and to delegate duties with respect to such management, with the requisite powers, to any employee, manager, partner or associate of such business, without liability for such delegation; to reduce, expand, limit or otherwise fix and change to operation or policy of any such business and to act with respect to any other matter in connection with any such business; to subject to the risks of any such business, any part or all of any trust estate, for such term or period as the Investment Trustee, in the exercise of sole and absolute discretion, may determine; to advance money or other property to any such business; to make loans, subordinated or otherwise, of cash or securities to any such business and to guarantee the loans of others made to any such business (but not to guarantee loans made to or by the Grantor); to borrow money for any such business either alone or with other persons interested therein, and to secure such loan or loans by a pledge or mortgage of any part of any trust estate; to select and vote for directors, partners, associates and officers of any such business; to act as directors, general or limited partners, associates and officers of any such business either individually or through an officer or officers if any Trustee be a corporation, and to receive compensation from such business for so acting; to enter into stockholders' agreements with corporations in which any trust estate has an interest and/or with the stockholders of such corporations; to liquidate, either alone or jointly with others, any such business or any interest in any such business; and generally to exercise any and all powers as the Investment Trustee may deem necessary with respect to the continuance, management, sale or liquidation of any such business; To manage, insure against loss, subdivide, partition, develop, improve, mortgage, lease or otherwise deal with any real property or interests therein which may form at any time a part of any trust estate; to satisfy and discharge or extend the term of any mortgage thereon; to demolish, rebuild, improve, repair and make alterations from time to time in any of the structures upon any such real property; to plat into lots and prepare any

such real property for building purposes; to construct and equip buildings and other structures upon any such real property and to make any and all other improvements of any kind or character whatsoever in connection with the development and improvement thereof; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the granting of options in connection therewith;

- I. To form or cause to be formed, alone or with others, such corporations, partnerships, limited partnerships, limited liability companies, and other business organizations including limited liability companies organized under the laws of any state or country and to transfer and convey to such business organizations all or any part of the assets, real or personal, of any trust estate in exchange for such stocks, bonds, notes, other securities or interests of such business organizations as the Investment Trustee may deem advisable;
- J. To keep assets held hereunder or the physical evidence of their ownership in any state or country whatsoever, and from time to time to move the same to any other state or country except to the extent required to qualify this as a Wyoming Trust and to satisfy the requirements of the Statute;
- K. To delegate any duties or powers, discretionary or otherwise, to a co-fiduciary or any other person or institution for such periods and upon such terms and conditions as may be designated in an acknowledged, written instrument delivered to such co-fiduciary, other person or institution; and if such duties or powers are delegated to a co-fiduciary, the fiduciary so delegating any duties or powers hereunder shall have no further responsibility with respect to the exercise of such duties or powers so long as such delegation shall remain in effect; and any such delegation shall be revocable by a similar instrument so delivered at any time;
- L. To appoint, employ and remove at any time and from time to time any accountants, attorneys, investment or other expert advisers, agents, clerks and employees; and to fix and pay their reasonable compensation; and to delegate discretionary authority to make changes in investments to investment counsel;
- M. To execute and deliver any and all instruments to carry out any of the foregoing powers, no party to any such instrument being required to inquire into the validity of any such instrument, and generally to deal with any trust estate created hereunder as in the Investment Trustee's judgment the best interests of such trust may require;
- N. To purchase life-insurance payable to any trust held hereunder on the life of any individual in which any beneficiary hereunder may have an insurable interest; to enter into any form of split-dollar arrangement with

respect to such insurance (including a split-dollar arrangement with another trust of which any Trustee hereunder is acting as a Trustee notwithstanding that such arrangement may constitute an act of self-dealing), to pay any premiums on any such life insurance policy held hereunder, to exercise with respect to said insurance policies held hereunder from time to time all options, rights, elections and privileges exercisable with respect to said policies, including, but not limited to, the right to demand and collect from the company or companies issuing said policies all such proceeds as shall be payable to the Trustee, to designate and change the beneficiaries hereunder, provided, however, the Grantor may not be designated as such beneficiary, to modify, exchange, surrender or cancel any such policies of insurance, to borrow upon and pledge any said policy in connection with a loan, to assign and distribute any and all of the rights hereunder to or for the benefit of any beneficiary under this Agreement, to direct the disposition of dividends or surplus, to convert said policies into different forms of insurance and to elect methods of settlement with respect thereto; and,

- O. The Investment Trustee shall take appropriate action to collect all sums payable, to sue for sums payable, under the provisions of or in settlement of any insurance policies, at maturity or otherwise, to which the Investment Trustee may become entitled as the beneficiary named in such policies. The Investment Trustee, however, shall not be responsible for inability to enforce collection of any proceeds or amounts payable under such policies. The Investment Trustee shall not be obligated to enter into or maintain any litigation to enforce payment of any such policies until the Investment Trustee shall have been satisfactorily indemnified against all expenses and liabilities which the Investment Trustee, in the exercise of sole and absolute discretion, may deem incident to such litigation, and the Investment Trustee may utilize any property held hereunder to meet expenses reasonably incurred in connection with enforcing the payment of such policies. The Investment Trustee shall be under no duty whatever to make payments of any premiums, dues, assessments, interest or other charges which may become due and payable on any policy of insurance held hereunder or to which the Investment Trustee is designated as the beneficiary or to see that such payments are made or to notify the insured or any other persons that such payments are or will become due, and the Investment Trustee shall have no responsibility in case such premiums, dues, assessments or other charges are not paid.
- P. Grantor expressly reserves the right to substitute asset for assets of equal value held in the Trust Estate and the Investment Trustee is expressly authorized to cooperate with the Grantor's right of substitution including the acceptance of the Grantor's promissory note in substitution of assets held by the Trust Estate. Provided the Grantor's promissory note is in the amount of the approximate fair market value of the Trust asset to be

substituted, the Grantor's substitution of assets shall be deemed to be a prudent investment for purposes of the Investment Trustee's fiduciary responsibilities.

- Q. Notwithstanding the forgoing, the powers of the Investment Trustee are expressly limited such that the Investment Trustee, who is also the Grantor of the Trust, shall not be authorized to take any action which would disqualify the Trust or the Trust Estate for the spendthrift protections applicable to the Trust Estate provided under the Statute.

8.4 Compensation of Investment Trustee. Any Investment Trustee serving hereunder shall be entitled to receive reasonable compensation for services as determined by the Benefits Trustee. The Investment Trustee shall be entitled to reimbursement for all expenses incurred in the performance of its duties as Investment Trustee. Serving in the capacity of Investment Trustee shall not prevent the Investment Trustee from also providing legal, investment or accounting services on behalf of the trust or the trust beneficiaries. If the Investment Trustee is providing professional services, the Investment Trustee shall be entitled to charge its normal and customary fees for services rendered or to be rendered and in addition is entitled to be compensated for its services as Investment Trustee.

8.5 Powers of Benefits Trustee. Except as provided in Article III and paragraph 4.1 and other provisions of the Trust Agreement, the Benefits Trustee shall have the sole and absolute authority to allocate, distribute or retain the Trust's income and principle among the Trust Beneficiaries. The Benefits Trustee shall be authorized to prepare and execute any documents or take any action regarding the beneficial payment, distribution, application, use or accumulation of income or principal to or for the benefit of beneficiaries. In addition to all other powers herein granted to the Benefits Trustee, the Grantor expressly authorizes the Benefits Trustee, in the exercise of her sole and absolute discretion: ← See 3.3

- A. To purchase, acquire, hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of such one or more of the Trust Beneficiaries, as the Benefits Trustee, in the exercise of her sole and absolute discretion, determines, and, if the Benefits Trustee, determines that it would be in the best interests of one or more of the Trust Beneficiaries to maintain a residence for the use of such one or more of the Trust Beneficiaries, but if the residence owned by the Trust should not be used for such purposes, the Investment Trustee is authorized to sell said residence and to apply the net proceeds of sale to the purchase of such other residence or to make other arrangements as the Benefits Trustee, deems suitable for the purpose any proceeds of sale not needed for reinvestment in a residence as provided above to be added to the principal of the Trust Estate and thereafter held, administered and disposed of as a part thereof, to pay all carrying charges of such residence, including but not limited to, any taxes, assessments and

EXHIBIT 2

11062456
10/28/2010 11:57 AM \$12.00
Book - 9873 Pg - 323-324
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COHNE RAPPAPORT & SEGAL
PO BOX 11008
SLC UT 84147-0008
BY: ZOR, DEPUTY - WI 2 P.

WHEN RECORDED, RETURN TO:
June Vandersteen
P.O. Box 58324
Salt Lake City, Utah, 84158-0324

Space Above for Recorder's Office

SPECIAL WARRANTY DEED
(Holladay Property)

Audie G. Leventhal, GRANTOR, of Salt Lake City, Utah, hereby conveys and warrants against all claiming by through or under it, to June Vandersteen and Nathan Sponenburgh, Trustees of the Audie G. Leventhal Irrevocable Trust dated May 12, 2010, GRANTEE, at P.O. Box 58324 Salt Lake City, Utah 84158-0324, for good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah:

See Exhibit "A"

Subject to all liens and encumbrances of record. This shall not serve to reimpose the same. With respect to its physical condition the Property which is the subject of this Special Warranty Deed is being conveyed, "as is."

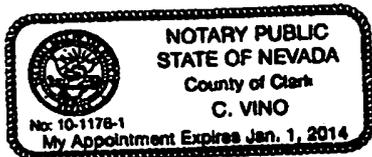
WITNESS the hand of Grantor, this 02 day of October, 2010.

Audie G. Leventhal
Audie G. Leventhal

STATE OF NEVADA)
 : ss
COUNTY OF CLARK)

On the 22 day of October, 2010, personally appeared before me Audie G. Leventhal, the signer of the within instrument, who duly acknowledged to me that he executed this deed.

(Scul)



C. VINO
NOTARY PUBLIC

EXHIBIT "A"
Property Description

BEGINNING AT A POINT NORTH 0.3 CHAINS AND NORTH 76° WEST 213.2 FEET TO THE CENTER OF THE COUNTY ROAD CALLED COTTONWOOD LANE, AND NORTH 17°45' EAST 16.5 FEET AND NORTH 22°41' EAST 333 FEET; THENCE NORTH 64°28' WEST 766 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 64°28' WEST 100.9 FEET; THENCE NORTH 29°32' EAST 585.2 FEET; THENCE SOUTH 65°30' EAST 101.9 FEET; THENCE SOUTH 29°32' WEST 568.95 FEET TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF BIG COTTONWOOD CREEK.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN BOUNDS OF 5340 SOUTH STREET.

TAX SERIAL NO.: 22-10-376-004

2215 E 5340 S. Holladay Ut 84117

10953175

10953175
05/14/2010 04:21 PM \$14.00
Book - 9825 Pg - 9329-9330
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COHNE RAPPAPORT & SEGAL
PO BOX 11008
SLC UT 84147-0008
BY: CDC, DEPUTY - WI 2 P.

WHEN RECORDED, RETURN TO:
June Vandersteen
P.O. Box 58324
Salt Lake City, Utah, 84158-0324

Space Above for Recorder's Office

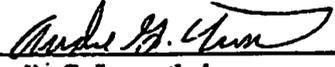
SPECIAL WARRANTY DEED
(Bluffdale Property)

Audie G. Leventhal, GRANTOR, of Salt Lake City, Utah, hereby conveys and warrants against all claiming by through or under it, to June Vandersteen, Trustee of the Audie G. Leventhal Irrevocable Trust dated May 12, 2010, GRANTEE, at P.O. Box 58324 Salt Lake City, Utah 84158-0324, for good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah:

See Exhibit "A"

Subject to all liens and encumbrances of record. This shall not serve to reimpose the same. With respect to its physical condition the Property which is the subject of this Special Warranty Deed is being conveyed, "as is."

WITNESS the hand of Grantor, this 12 day of May, 2010.



Audie G. Leventhal

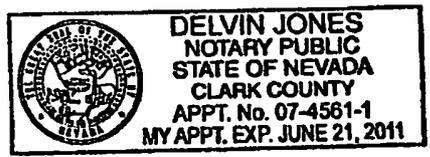
STATE OF NEVADA)
 : ss 130-38-8740
COUNTY OF CLARK)

On the 12 day of May, 2010, personally appeared before me Audie G. Leventhal, the signer of the within instrument, who duly acknowledged to me that he executed this deed.



NOTARY PUBLIC

(Seal)



BK 9825 PG 9929

EXHIBIT "A"
Property Description

Parcel 1:

Beginning North, a distance of 16.50 feet and East, a distance of 701.58 feet from the Southwest corner of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence North, a distance of 355.00 feet; thence West, a distance of 245.41 feet; thence North, a distance of 177.21 feet; thence North 89°42'48" East, a distance of 245.41 feet along the South line and South line extended of the Robert L. Adolphson and Mary A. Adolphson parcel; thence South, a distance of 163.43 feet, more or less, to a point which is 370.004 feet North of the point of Beginning; thence East a distance of 12.50 feet; thence South, a distance of 370.00 feet; thence West a distance of 12.50 feet, to the point of Beginning.

Parcel 1-A:

A non-exclusive easement for ingress and egress and utilities and incidental purposes more particularly described as follows: Beginning at the Southwest corner of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 16.50 feet; thence East 1068.27 feet; thence South 16.50 feet; thence West 1068.27 feet to the point of Beginning.

Parcel 1-B:

A non-exclusive right of way for ingress and egress and utilities and incidental purposes more particularly described as follows: Beginning at a point which is North 16.50 feet and East 714.076 feet from the Southwest corner of said Section 3, and running thence North 370.004 feet; thence West 12.50 feet; thence North 10.0 feet to a point of curvature; thence along the arc of a non-tangent curve to the right having a radius of 25.0 feet, the radius of which bears South 60° East 25.0 feet, through a central angle of 180° an arc distance of 78.539 feet; thence West 21.651 feet; thence South 355.004 feet; thence West 12.50 feet to the point of Beginning.

The following is shown for information purposes only: Tax ID No. 33-03-352-045

also known by street and number as: 2088 West 14200 South, Bluffdale, UT 84065

40953174

10953174
05/14/2010 04:21 PM \$14.00
Book - 9825 Pg - 9327-9328
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COHNE RAPPAPORT & SEGAL
PO BOX 11008
SLC UT 84147-0008
BY: CDC, DEPUTY - WI 2 P.

WHEN RECORDED, RETURN TO:
June Vandersteen
P.O. Box 58324
Salt Lake City, Utah, 84158-0324

Space Above for Recorder's Office

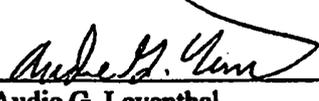
SPECIAL WARRANTY DEED
(West Valley Professional Center)

Audie G. Leventhal, GRANTOR, of Salt Lake City, Utah, hereby conveys and warrants against all claiming by through or under it, to June Vandersteen, Trustee of the Audie G. Leventhal Irrevocable Trust dated May 12, 2010, GRANTEE, at P.O. Box 58324 Salt Lake City, Utah 84158-0324, for good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah:

See Exhibit "A"

Subject to all liens and encumbrances of record. This shall not serve to reimpose the same. With respect to its physical condition the Property which is the subject of this Special Warranty Deed is being conveyed, "as is."

WITNESS the hand of Grantor, this 14 day of May, 2010.



Audie G. Leventhal

STATE OF NEVADA)
 : ss
COUNTY OF CLARK)

On the 14 day of May, 2010, personally appeared before me Audie G. Leventhal, the signer of the within instrument, who duly acknowledged to me that he executed this deed.

(Seal)

 DELVIN JONES
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 07-4561-1
MY APPT. EXP. JUNE 21, 2011



NOTARY PUBLIC

~~BK 9825 PG 9327~~

EXHIBIT "A"
Property Description

EXHIBIT "A"

PARCEL 1: ---

Beginning at a point on the North line of 3650 South Street, said point being North 89 deg. 56'20" East along the 3650 South Street monument line 1166.70 feet and North 0 deg. 00'20" East 25.00 feet from a Salt Lake County monument in the intersection of said 3650 South and 3200 West Streets, said monument being South 0 deg. 00'20" West along the section line 1350.79 feet from the Northwest corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 0 deg. 00'20" East 336.33 feet; thence North 89 deg. 53'20" East 361.50 feet; thence South 0 deg. 00'20" West 336.65 feet to said North line of 3650 South Street; thence South 89 deg. 56'20" West along said North line 361.50 feet to the point of beginning.

PARCEL 2:

Beginning at the Southwest corner of Lot 34, LEHMAN SUBDIVISION; and running thence North 89 deg. 53'20" East 217 feet; thence South 35 feet; thence South 89 deg. 53'20" West 217 feet; thence North 35 feet to the point of beginning.

PARCEL 3:

Beginning at the Southwest corner of Lot 37, LEHMAN SUBDIVISION; and running thence North 89 deg. 53'20" East 71 feet; thence South 35 feet; thence South 89 deg. 53'20" West 71 feet; thence North 35 feet to the point of beginning.

west valley professional center Land

Tax ID 15-33-128-044-0000 2.79 acres

15-33-128-015-0000 0.17 acres

15-33-128-035-0000 0.06 acres

40953179

10953173
05/14/2010 04:21 PM \$24.00
Book - 9825 Pg - 9323-9326
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CONNIE RAPPAPORT & SEGAL
PO BOX 11008
SLC UT 84147-0008
BY: CDC, DEPUTY - WJ 4 P.

WHEN RECORDED, RETURN TO:

June Vandersteen
P.O. Box 58324
Salt Lake City, Utah, 84158-0324

Space Above for Recorder's Office

SPECIAL WARRANTY DEED

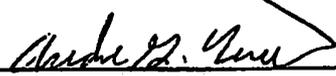
(Madsonia Property)

Audie G. Leventhal, GRANTOR, of Salt Lake City, Utah, hereby conveys and warrants against all claiming by through or under it, to June Vandersteen, Trustee of the Audie G. Leventhal Irrevocable Trust dated May 12, 2010, GRANTEE, at P.O. Box 58324 Salt Lake City, Utah 84158-0324, for good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah:

See Exhibit "A"

Subject to all liens and encumbrances of record. This shall not serve to reimpose the same. With respect to its physical condition the Property which is the subject of this Special Warranty Deed is being conveyed, "as is."

WITNESS the hand of Grantor, this _____ day of May, 2010.

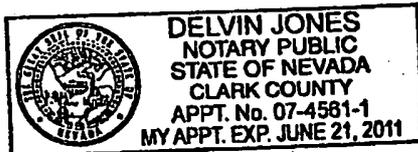


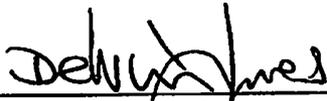
Audie G. Leventhal

STATE OF NEVADA)
 : ss
COUNTY OF CLARK)

On the 12 day of May, 2010, personally appeared before me Audie G. Leventhal, the signer of the within instrument, who duly acknowledged to me that he executed this deed.

(Seal)





NOTARY PUBLIC

BK 9825-PG 9929

EXHIBIT "A"
Property Description

✱ Parcel no.16-05-101-012-0000

PARCEL A:

Beginning at a point on the North side of First South Street N89°57'35"E 99.00 feet from the Southwest corner of Lot 1, Block 60, Plat B, Salt Lake City Survey; thence N0°02'50"W (equals N0°02'33"W per Salt Lake City Engineer's office datum) 160.00 feet; thence N89°57'35"E 2.70 feet; thence S0°00'41"E 160.00 feet; thence S89°57'35"W 2.60 feet to the point of beginning.

PARCEL B:

Beginning at a point 160.00 feet North of the Southeast corner of Lot 1, Block 60, Plat B, Salt Lake Survey and running thence West 231.00 feet; thence North 10.00 feet; thence East 66.00 feet; thence North 88.00 feet; thence East 10.00 feet; thence South 88.00 feet; thence East 155.00 feet; thence South 10.00 feet to the point of beginning.

PARCEL C:

Beginning at a point 170.00 feet North and 231.00 feet West of the Southeast corner of Lot 1, Block 60, Plat B, Salt Lake City Survey and running thence East 66.00 feet; thence North 88.00 feet; thence West 35.00 feet; thence South 53.00 feet; thence West 31.00 feet; thence South 35.00 feet to the point of beginning.

PARCEL D:

Beginning at a point that is S89°57'35"W along the South block line 155.0 feet and N0°02'50"W parallel with the East block line 258.0 feet from the Southeast corner of Lot 1, Block 60, Plat "B", Salt Lake City Survey, and running thence N0°02'50"W 52.0 feet; thence N89°57'35"E 155.0 feet; thence along said East block line N0°02'50"W 20.0 feet; thence S89°57'35"W 180.0 feet; thence S0°02'50"E 72.0 feet; thence N89°57'35"E 25.0 feet to the point of beginning.

675 675 E 100S

* Parcel No. 16006-227-019-0000

Parcel #1: A part of Lots One (1) and Eight (8) in Block Sixty (60), Flat "B", Salt Lake City Survey, more particularly described as follows: Commencing at the Southwest corner of Lot One (1), Block Sixty (60), Flat "B", Salt Lake City Survey, running thence North, including the low cement retaining wall, 15 rods, thence East 6 rods, thence South 15 rods, thence West 6 rods to the place of beginning.

Parcel #2: Commencing 165 feet East of the Southwest corner of Lot 3, said Block and Plat, and running thence North 100 feet; thence East 165 feet; thence South 100 feet; thence West 165 feet to the place of beginning. Also an undivided one-half interest in; Commencing at the Southwest corner of said Lot 3, and running thence North 10 feet; thence East 10 rods; thence South 10 feet; thence West 10 rods, to the place of beginning, to be used and kept open for use as right of way.

Parcel #3: Commencing at a point 160 feet North of the Southeast Corner of Lot 1, Block 60, Flat "B", Salt Lake City Survey, and running thence North 10 feet; thence West 155 feet; thence North 140 feet; thence East 155 feet; thence North 20 feet; thence West 20 rods; thence South 5 rods; thence East 6 rods; thence South 87.5 feet; thence East 14 rods to the place of beginning. Subject to a right of way over the following: Commencing at a point 160 feet North of the Southeast corner of said Lot 1, running thence West 231 feet; thence North 10 feet; thence East 66 feet; thence North 88 feet; thence East 10 feet; thence South 88 feet; thence East 155 feet; thence South 10 feet to beginning; and subject to the right to back and turn automobiles and other vehicles over the following property: Commencing at a point 170 feet North and 231 feet West of the Southeast corner of said Lot 1, running thence East 66 feet; thence North 88 feet; thence West 35 feet; thence South 53 feet; thence West 31 feet; thence South 35 feet to beginning.

647 - 653 E 100 S.

Parcel No. 16-06-227-014-0000

Parcel #2: Commencing 165 feet East of the Southwest corner of Lot 3, Block 60, Flat B, Salt Lake City Survey, and running thence North 100 feet; thence East 165 feet; thence South 100 feet; thence West 165 feet to the place of beginning. Also an undivided one-half interest in: Commencing at the Southwest corner of said Lot 3, and running thence North 10 feet; thence East 10 rods; thence South 10 feet; thence West 10 rods, to the place of beginning, to be used and kept open for use as right of way.

Parcel #3: Commencing at a point 160 feet North of the Southeast Corner of Lot 1, Block 60, Plat "B", Salt Lake City Survey, and running thence North 10 feet; thence West 155 feet; thence North 140 feet; thence East 155 feet; thence North 20 feet; thence West 20 rods; thence South 5 rods; thence East 6 rods; thence South 87.5 feet; thence East 14 rods to the place of beginning. Subject to a right of way over the following:
Commencing at a point 160 feet North of the Southeast corner of said Lot 1, running thence West 231 feet; thence North 10 feet; thence East 66 feet; thence North 88 feet; thence East 10 feet; thence South 88 feet; thence East 155 feet; thence South 10 feet to beginning; and subject to the right to back and turn automobiles and other vehicles over the following property:
Commencing at a point 170 feet North and 231 feet West of the Southeast corner of said Lot 1, running thence East 66 feet; thence North 88 feet; thence West 35 feet; thence South 53 feet; thence West 31 feet; thence South 35 feet to beginning.

*~ 40 south 700 East ^{S.L.C} adjacent
to the three parcels on ~~the~~ page 3.*