

FIRST AMENDMENT TO THE
C. DUANE NIESEN AND KATHRYNE J. NIESEN REVOCABLE TRUST

WHEREAS, C. DUANE NIESEN and KATHRYNE J. NIESEN, as Grantors and Trustees, executed a Declaration of Revocable Trust on 3-6-2007, thereby creating the C. DUANE NIESEN AND KATHRYNE J. NIESEN REVOCABLE TRUST (hereinafter "the Trust"); and

WHEREAS, Article 5, Paragraph A (page 7) of the Trust expressly provides that the Grantors may amend and modify the Trust, in whole or in part; and

WHEREAS, the Grantors desire to amend their Trust;

NOW, THEREFORE, the Grantors amend the Trust as follows:

I. *Article 4 (pages 5-6) of the Trust is eliminated and replaced in its entirety with the following paragraphs:*

ARTICLE 4
PAYMENT OF EXPENSES AND TAXES AND
DISTRIBUTION ON DEATH OF SURVIVOR

A. Payment of Expenses and Taxes.

1. After the death of the surviving spouse, the Trustee may pay from the trust property: the surviving spouse's last-illness and funeral expenses; and expenses of administration and debts that would properly be payable by the Surviving Grantor's probate estate if the trust property were included in the probate estate and a timely creditor's claim was filed. The Trustee shall not pay any estate or inheritance taxes (including interest or penalties), last illness and funeral expenses, attorney fees, administration expenses, debts, or other obligations of the Grantor or the Grantor's estate, from any retirement plan (including an Individual Retirement Account) benefits in which the trust acquires an interest as a result of the Grantor's death. Further, the Trustee shall not pay any such obligation from any life insurance or other property passing to the trust on the Grantor's death in accordance with a beneficiary designation unless the property would have been liable for the obligation had the property passed to an individual beneficiary rather than the trust. Any increase in estate,

generation-skipping, or inheritance taxes, including interest and penalties, resulting from a qualified disclaimer shall be paid from the disclaimed property.

2. Except as otherwise specifically provided in this instrument (or in either Grantor's Will directing that the property passing under the will be applied to the satisfaction of a tax), all estate and other inheritance taxes, including interest and penalties, imposed on or by reason of the inclusion of any portion of the trust estate in the gross taxable estate of either Grantor may be paid by the Trustee and charged to, prorated among, or recovered from the trust estate or the persons entitled to the benefits under these trusts as provided in Division 10 of the California Probate Code and applicable provisions of the Internal Revenue Code. Notwithstanding the foregoing provision, no estate taxes shall be charged to or prorated against, nor shall any estate taxes be recovered on account of, any person for the distribution of any specific tangible personal property items, or for any pecuniary distribution of a specified amount. The trust estate includes property subject to probate administration that is directed to be added to the trust estate by reason of a Grantor's death.

B. Ranch Property to be Retained in Trust. The Trustee shall retain and continue to hold in trust the Grantors' Ranch property located at 16735 Rough & Ready Hwy, Rough & Ready CA 95975 [Parcel no. 53-150-28] consisting of 100 acres, more or less, including the Grantors' residence.

1. **Beneficiaries.** The immediate beneficiaries of this Trust are the five (5) children of one or both of the Grantors: **PERRY DUANE NIESEN, LAUREL DIANE MOGL-NIESEN, HEATHER LYNN COMERATE, JESSE DUANE NIESEN, and JASON CARL NIESEN;** and their issue. As used herein, the "current Trust Beneficiaries" shall initially include the above-named five (5) children who are then living. Upon the death of any such child or any future Beneficiary as provided for herein, the surviving member(s) of the nearest generation of issue then living of such deceased Beneficiary shall then be included as "current Trust Beneficiaries". Hence, so long as there are living issue of the above-named five (5) children, the "current Trust Beneficiaries" shall consist of the surviving member(s) of the nearest generation of issue then living of each of the above-named five (5) children. Each individual current Trust Beneficiary shall be entitled to an equal share (e.g. not by right of representation) upon distribution, and shall have an equal vote upon attaining age twenty-

one (21) years, as provided in Article 2 below. No Beneficiary may sell his or her interest to another Beneficiary or a third party; however, a Beneficiary who wishes to avoid the financial responsibility required pursuant to this Article 4, Paragraph B (3) hereinbelow may gift his or her interest only to another current Trust Beneficiary, but shall receive no cash or other property for such gift.

2. **Management of Ranch Property.** PERRY DUANE NIESEN and JASON CARL NIESEN shall be the initial Co-Trustees to manage the property for the benefit of the current Trust Beneficiaries and their immediate families; provided, however, that as long as JASON is acting as resident caretaker, he shall have the right to exclusive possession and control of any one (1) residence on the property as he chooses, with his services and labor provided in lieu of rent. All of the current Trust Beneficiaries may use the remaining property jointly, and no Beneficiary may be excluded by any other Beneficiary.

3. **Payment of Ranch Property Expenses.** The Co-Trustees shall retain in the Ranch Trust other available Trust assets as a reserve, not to exceed Sixteen Thousand Dollars (\$16,000), for property-related expenses. When this initial fund is exhausted, the Trustees shall submit a written invoice to and collect from each of the current Trust Beneficiaries who is twenty-one (21) years or older an equal amount of cash as necessary to pay all current expenses related to the property including, without limitation, property taxes, liability insurance, and maintenance costs. If any Beneficiary for any reason does not forward payment of his or her share within a reasonable time following receipt of the Trustees' invoice, then the Trustees may, in their discretion, advance such sums on behalf of the defaulting Beneficiary. If a current Trust Beneficiary fails to make the required contribution for a period of five (5) years, then the Trustees may, in their discretion, declare that the Trust share of such defaulting Beneficiary has reverted to the remaining current Trust Beneficiaries in equal shares.

4. **Sale of Property Only with Unanimous Vote of Current Beneficiaries.** The Trustees shall have the power to sell the property which is part of the trust estate only with the unanimous written consent of all current Trust Beneficiaries who are age twenty-one (21) years or older. If such unanimous approval is obtained and the property is sold, the Trustees shall distribute the proceeds of sale, and any other net income and/or principal

remaining in the Trust, to the then-current Trust Beneficiaries an equal share to each, and not by right of representation among family lines of descent. If any such current Trust Beneficiary is under age twenty-one (21) at the time of distribution, then the Trustees shall continue to hold, administer and distribute the share of such Beneficiary as provided in this Article 4, Paragraph D(3) hereinbelow.

C. Division of Remaining Trust into Shares. The Trustee shall divide any remaining trust estate into as many equal shares as there are children of Husband and children of Wife then living, and children of Husband and of Wife then deceased leaving issue then living. Thus, if all of the children of Husband and children of Wife are then living, each child shall receive an equal one-fifth (1/5) share of the Trust. The Trustee shall allocate one such equal share to each living child and one such equal share to each group composed of the living issue of a deceased child. Each such share shall be distributed, or retained in trust, as hereafter provided.

D. Distribution of Shares.

1. Each share allocated to a living child shall be paid to such child free of trust.
2. Each share allocated to a group composed of the living issue of a deceased child shall be distributed to the deceased child's issue then living, by right of representation, subject to the provisions of Article 4, Paragraph D(3) below.
3. Notwithstanding anything to the contrary herein, if under the provisions of this Article a child of a deceased child or a more remote descendant of Husband and Wife who is under age twenty-one (21) becomes entitled to any share of the principal of the trust and no effective provision is made for the retention thereof, the Trustee shall continue to hold, administer, invest and reinvest such beneficiary's share as a separate trust for the benefit of the beneficiary as follows: the Trustee shall pay to or apply for the benefit of the beneficiary from his or her trust share as much of the *net income and principal* as the Trustee deems advisable for the proper **support, health, maintenance, and education** of the beneficiary, after taking into consideration to the extent the Trustee considers advisable, any of the beneficiary's other income or resources known to the Trustee. Any income not so paid or applied shall be accumulated and added to principal. When the beneficiary attains age twenty-one (21), the Trustee shall distribute to the beneficiary his or her entire share of the trust then being held.

4. If a child or the issue of a deceased child dies before becoming entitled to receive distribution of his or her entire trust, the undistributed balance of such beneficiary's trust shall be distributed to his or her issue then living, by right of representation or, if there are none and the beneficiary is the issue of a deceased child of Husband and Wife, then to the surviving issue of such child, by right of representation, subject to the provisions of Article 4, Paragraph D(3) above. If a child of the Grantors dies without issue then living prior to receiving the entire distribution of his or her share of the trust estate, such share shall be distributed to the then-living issue of Husband and Wife, by right of representation. If any share of the trust estate would otherwise be distributed to a person for whose benefit a trust is then being administered under this instrument, that part shall instead be added to that trust and shall thereafter be administered according to its terms.

E. Payments to Minors and Disabled Beneficiaries. If the trustee is directed to distribute trust property to a minor, a person under any other legal disability, or a person not adjudicated to have limited legal capacity but who, by reason of illness or mental or physical disability, is in the trustee's judgment unable to manage the distributed property properly, and no other effective provision is made for the retention thereof, the trustee may, in the trustee's discretion, make the distribution to: (1) the beneficiary directly; (2) a legally appointed guardian or conservator of the beneficiary's person or estate; (3) a custodian for the minor beneficiary under any applicable Uniform Transfers or Gifts to Minors Act to hold for the beneficiary until age twenty-four (24); (4) a third party for the benefit of the beneficiary; or (5) an adult relative or friend in reimbursement for amounts properly advanced for the beneficiary's benefit. If no custodian exists for receipt of property under any applicable Uniform Transfers or Gifts to Minors Act, the trustee may designate an appropriate custodian to receive the property.

2. *Article 8, Paragraph A (page 16) of the Trust is eliminated and replaced with the following paragraph:*

A. Appointment of Successor Trustee. Should either Husband or Wife become unable because of death, incompetency or other cause to serve as Trustee, or should either resign as Trustee, then the other shall serve as sole Trustee. If both Husband and Wife resign as Trustees, or cease to act as Trustees due to death or incapacity, **PERRY DUANE NIESEN** shall act as Successor Trustee.

If PERRY resigns or ceases to act as Trustee for any reason, JASON CARL NIESEN shall act as Successor Trustee. Provided, however, that PERRY DUANE NIESEN and JASON CARL NIESEN shall act as Successor Co-Trustees of the Ranch Property Trust established in Article 4, Paragraph B of the Trust as amended hereinabove.

Each Trustee (including successors) shall have the right to appoint a Successor Trustee or Co-Trustee by an instrument in writing, such appointment to take effect upon the death, resignation or incapacity of the appointing Trustee. An appointment may be changed or revoked until it takes effect. If the office of the Trustee is vacant, then a majority of the current adult beneficiaries who are living and competent at the time of such vacancy may appoint a Successor Trustee.

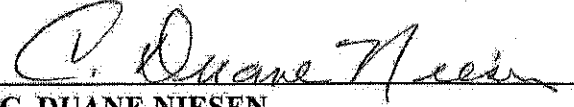
3. *The provisions of Article 8, Paragraph B (page 16) of the Trust ("Bond" waiver clause) are hereby reaffirmed with respect to this First Amendment.*


The Grantors hereby confirm all other provisions of the C. DUANE NIESEN AND KATHRYNE J. NIESEN REVOCABLE TRUST executed on 3-6-2007.

IN WITNESS WHEREOF, the Grantors have executed this FIRST AMENDMENT TO THE C. DUANE NIESEN AND KATHRYNE J. NIESEN REVOCABLE TRUST at Grass Valley, California as of the date below.

DATED: 8/21/10

GRANTORS:


C. DUANE NIESEN


KATHRYNE J. NIESEN

TRUSTEES:

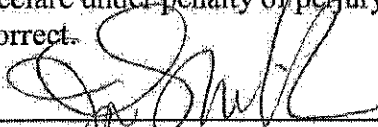

C. DUANE NIESEN

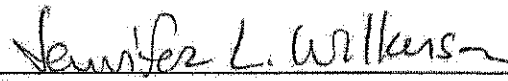

KATHRYNE J. NIESEN

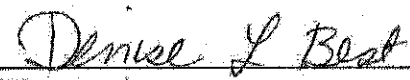
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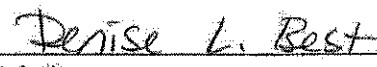
On the date written below, **C. DUANE NIESEN** and **KATHRYNE J. NIESEN** declared to us, the undersigned, that the foregoing instrument, consisting of eight (8) pages, including this page, was the **FIRST AMENDMENT TO THE C. DUANE NIESEN AND KATHRYNE J. NIESEN REVOCABLE TRUST**, and they requested us to act as witnesses to it. They thereupon signed this Amendment in our presence, all of us being present at the same time. We now, at their request and in their presence, and in the presence of each other, have subscribed our names as witnesses.

EXECUTED at Grass Valley, California, on this date August 21, 2018. We declare under penalty of perjury, pursuant to the laws of the State of California, that the foregoing is true and correct.


(Signature)
Address:


(Print)
140 Litton Drive Suite 204
Grass Valley CA 95945


(Signature)
Address:


(Print)
140 Litton Drive Suite 204
Grass Valley CA 95945

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

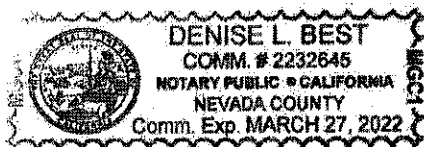
County of Nevada)

On Aug. 21, 2018, before me, Denise L. Best, Notary Public, personally appeared **C. DUANE NIESEN** and **KATHRYNE J. NIESEN**, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Denise L. Best
Signature of Notary Public



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