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DANGLE FAMILY TRUST

ARTICLE ONE

Creation of Trust

Section 1. Creation of Trust

This Declaration of Trust is created _____ between
Trustors:

HARLAND C. DANGLE (AKA HARLAND CLARENCE DANGLE)
Husband

OMA C. DANGLE (AKA OMA CATHERINE DANGLE)
Wife

and

Co-Trustees:

HARLAND C. DANGLE
Husband

OMA C. DANGLE
Wife

When Trustors are acting as Co-Trustees, either of them may act for and conduct business on behalf of the Trust without the consent of the other Trustee.

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02:54 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
042 MCD 111.00

Mike A.

Section 2. Name of Trust

For convenience, this Trust shall be known as the:

"DANGLE FAMILY TRUST"

For formal correspondence, transfers of assets to the Trust, and beneficiary designations, this Trust shall be referred to as:

**HARLAND C. DANGLE and OMA C. DANGLE, Co-Trustees or their
Successors in Trust, under the DANGLE FAMILY TRUST dated
_____, and any amendments thereto.**

ARTICLE TWO

The Trustors' Family and Trust Assets

Section 1. Trustors' Family

The Trustors are now married and are Husband and Wife.

The names and birth dates of Trustors' children are:

JOYCE ELLEN KUPRES, born September 21, 1953
LLOYD HARLAND DANGLE, born May 13, 1961

All references to the Trustors' children in this agreement are to these children, as well as any children subsequently born to, or legally adopted by, the Trustors.

Section 2. Trust Estate

The "Trust Estate" consists of property interests of all kinds transferred to the Trust by the Trustors or any other person. The property interests of the Trustors shall be set forth on the following schedules:

Schedule A - Community Property of Trustors
Schedule B - Separate Property of Husband Trustor
Schedule C - Separate Property of Wife Trustor

Section 3. Character of Trust Property

Any property conveyed or distributed to, or in any manner received by, the Trust shall retain its separate or community character. In the event the Trust is revoked, property reconveyed to the Trustors, or either of them, shall retain the same character it had at the time of its transfer to the Trust.

ARTICLE THREE

Identity of Successor Trustee(s) and Replacement of Trustee(s)

Section 1. Trustors Act as Co-Trustees

Upon the death, resignation or legal disability of either Trustor, the Surviving Trustor shall act as sole Trustee and carry out the terms and provisions of the Trust as set forth herein.

Section 2. Identity of Successor Trustee(s)

Upon the death, resignation or legal disability of the Surviving Trustor, the following persons shall replace him or her as Successor Co-Trustee(s):

**JOYCE ELLEN KUPRES and LLOYD HARLAND DANGLE
or the survivor of them**

ARTICLE FOUR

Administration of the Trust While Both Trustors are Alive

Section 1. Powers of Trustee(s)

While both Trustors are living, the Trustee(s) shall have the following powers:

a. Control and Direct Payments

Trustee(s) shall distribute or retain the principal and net income of the community estate as the Trustors may direct. Trustee(s) shall distribute or retain the principal and net income of a Trustor's separate estate as that Trustor may direct.

Absent directions from the Trustors or a Trustor, Trustee(s) shall distribute the Trust income from the community estate to one or both of the Trustors at least monthly and shall distribute the Trust income from the separate estate of a Trustor to that Trustor at least monthly.

b. Add or Remove Trust Property

A Trustor shall have the absolute right to add to the Trust property at any time. A Trustor shall also have the absolute right to remove his or her separate property, in whole or in part, from the Trust at any time. Both of these rights shall be exercised in writing.

The Trustors shall have the absolute right to remove as community property so much of the community estate as they shall request in writing at any time.

c. When Trustors are Serving as Trustee(s)

When Trustors are serving as Trustee(s) there shall be no requirement of a writing in order for them to exercise any of the above powers over distribution of income or principal of the Trust.

d. Amend and Revoke the Trust

The Trustors, during their joint lifetimes, shall have the absolute right to amend or revoke this Trust, in whole or in part, at any time. Any amendment or revocation must be in writing and delivered to the Trustee(s). Upon the death of either Trustor, Trust "B" established under this Agreement shall become irrevocable and Surviving Trustor shall have no power to alter, amend or revoke it except as allowed by this Trust Agreement.

Section 2. Disability of Trustors

A Trustor shall be deemed disabled during any period when, in the opinion of two licensed physicians, the Trustor is Incapacitated or disabled because of illness, age or any other cause which results in the Trustor's inability to effectively manage his or her property or financial affairs.

A Trustor shall also be deemed to be disabled for purposes of this agreement upon the determination of a court of competent jurisdiction that the Trustor is incompetent, incapacitated or otherwise legally unable to effectively manage his or her property or financial affairs.

a. Disability of a Trustor

Trustee(s) shall provide as much of the principal and net income of the disabled Trustor's separate estate, and as much of the principal of the community estate, as is necessary or advisable, in their sole and absolute discretion, for the health, support, maintenance, and general welfare of the disabled Trustor.

b. Disability of Both Trustors

If both Trustors become disabled, Trustee(s) shall provide, in addition to the payments in paragraph (a.) of this Section, as much of the principal and net income of the community estate as is necessary or advisable, in the sole and absolute discretion of the Trustee(s), for the health, support, maintenance and general welfare of the Trustors.

Section 3. Undistributed Net Income

Any net income which is not distributed under this Article shall be accumulated and added to principal.

ARTICLE FIVE

Administration of the Trust Upon the Death of a Trustor

Section 1. Payment of Debts, Taxes, and Allowances

On the death of a Trustor, Trustee(s) are authorized, but not directed, to pay the following expenses, claims and other liabilities out of the deceased Trustor's separate estate or out of the principal of the deceased Trustor's share of the community estate:

Expenses of the last illness, funeral and burial of the Trustor.

Legally enforceable claims against the Trustor or the Trustor's estate.

Expenses with regard to the administration of the Trustor's estate.

Federal estate tax, applicable state inheritance or estate taxes, or any other taxes occasioned by the death of the Trustor.

Statutory or court ordered allowances for qualifying family members.

The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against the Trust by virtue of such discretionary authority.

Trustee(s) shall be indemnified from the Trust property for any damages sustained by the Trustee(s) as a result of their exercising, in good faith, the authority granted them under this Section.

Section 2. Authority of Trustee(s) to Make Tax Elections

Trustee(s) may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law.

a. Alternate Valuation Date

The authority granted to the Trustee(s) in this Section includes the right to elect any alternate valuation date for federal estate or state estate or inheritance tax purposes.

b. Deduction of Administration Expenses

The authority granted to the Trustee(s) in this Section shall include the right to elect whether all or any part of the administration expenses of a Trustor's estate are to be used as estate tax deductions or income tax deductions.

No compensating adjustments need be made between income and principal as a result of such elections unless the Trustee(s), in their sole and absolute discretion, shall determine otherwise, or unless required by law.

c. Taxes and Returns

Trustee(s) may also:

Sign joint tax returns.

Pay any taxes, interest or penalties with regard to taxes.

Apply for and collect tax refunds and interest thereon.

ARTICLE SIX

Creation of Trust "A" and Trust "B"

Section 1. Division of Trust Property

Upon the death of the first Trustor to die, Trustee(s) shall divide the Trust property into two separate Trusts.

a. Creation of Trust "A" (Survivor's Trust)

There shall be allocated to Trust "A" surviving Trustor's separate property and property equal in value to surviving Trustor's interest in the community property.

b. Creation of Trust "B" (Decedent's Trust)

There shall be allocated to Trust "B" property equal in value to that amount which will be needed to increase the deceased Trustor's taxable estate to the largest amount that will not result in a Federal Estate Tax being imposed on the deceased Trustor's estate after allowing for the unified credit. The Trustors recognize that the amount of this allocation may be affected by a number of considerations, including:

- i. The value of all property and interests in property disposed of by the Will of the deceased Trustor and in any other ways, which are included in the gross estate of the deceased Trustor for the federal estate tax marital or charitable deduction;
- ii. The value of all property and interests in property, if any, disposed of by the deceased Trustor which constitute "adjustable taxable gifts";

iii. All charges to principal which are deductible under Section 2053 of the Internal Revenue Code of 1954, as amended, but which are not deducted in computing the federal estate tax liability for the gross estate of the deceased Trustor; and

iv. Actions of the personal representative of the deceased Trustor in exercising certain tax elections.

c. Maximum Marital Deduction Value to Trust "A"

If and to the extent assets are available after the allocations provided under Paragraphs (a) and (b) above, there shall be allocated to Trust "A" property equal in value to that amount which will equal the maximum Marital Deduction in determining the Federal Estate Tax payable by reason of the death of the deceased Trustor, reduced by the final Federal Estate Tax value of all other property interests that pass, or have passed to, or in Trust for Surviving Trustor under this Trust Agreement or otherwise, and that qualify for the Marital Deduction. Trustee(s) shall satisfy this amount only with assets eligible for the Marital Deduction.

Section 2. Allocation of Assets Between Trust "A" and Trust "B"

Trustee(s) shall have complete authority to make allocations of the Trust property which constitutes either the separate portion of the deceased Trustor or of the community portion of the Trust Estate between Trust "A" and Trust "B". They may, in their sole and absolute discretion, make allocations in cash or in kind, in undivided interests, or in any combination thereof between the two Trusts.

a. Non-Qualifying Property

Trustee(s) shall not allocate any property or the proceeds from any property to Trust "A" which would not qualify for the federal estate tax marital deduction in the Trustor's estate.

ARTICLE SEVEN

Provisions of Trust "A" (Survivor's Trust)

Section 1. Administration of Trust "A"

Trustee(s) shall administer Trust "A" for the benefit of the surviving Trustor as follows:

a. The Surviving Trustor's Right to Income

Trustee(s) shall pay to or apply for the benefit of the surviving Trustor, at least monthly, during the lifetime of the surviving Trustor, all of the net income from Trust "A".

b. The Surviving Trustor's Right to Withdraw Principal

Trustee(s) shall pay to or apply for the benefit of the surviving Trustor such amounts from the principal of Trust "A" as the Surviving Trustor may at any time request in writing.

No limitation shall be placed on the surviving Trustor as to either the amount of or reason for such invasion of principal.

c. Principal Distributions in the Trustee(s)' Discretion

Trustee(s) may also distribute to or for the benefit of the surviving Trustor so much of the principal of Trust "A" as the Trustee(s), in their sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the surviving Trustor.

Trustee(s) deem advisable, any income or resources of the surviving Trustor which are outside of the Trust and are known to the Trustee(s).

d. When Surviving Trustor is Serving as Trustee

When Surviving Trustor is serving as Trustee there shall be no requirement of a writing in order for the Surviving Trustor to exercise any of the above powers over distribution of income or principal of Trust "A".

e. The Surviving Trustor's General Power of Appointment

The surviving Trustor shall have the unlimited and unrestricted general power to appoint, by a valid last will and testament or by a Trust agreement executed by the surviving Trustor as a Trustor, the entire principal and any accrued and undistributed net income of Trust "A" as it exists at the Surviving Trustor's death. In exercising this general power of appointment, the surviving Trustor shall specifically refer to this power.

The surviving Trustor shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Trustor the right to appoint property to the surviving Trustor's own estate. It also specifically grants to the surviving Trustor the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in Trust, as the surviving Trustor may elect.

Section 2. Administration of Trust "A" at the Death of the Surviving Trustor

Trust "A" shall terminate at the death of the surviving Trustor. Trustee(s) may, in their sole and absolute discretion, pay for the following expenses prior to such termination:

Expenses of the last illness, funeral and burial of the surviving Trustor.

The expenses of administering the estate of the surviving Trustor.

Any inheritance, estate or other death taxes payable by reason of the death of the surviving Trustor, together with interest and penalties thereon.

Section 3. Subsequent Administration of Trust "A"

The unappointed balance or remainder of Trust "A" shall be administered as provided in the Articles that follow.

ARTICLE EIGHT

Provisions of Trust "B" (Decedent's Trust)

Section 1. Distribution of Income

Trustee(s) shall distribute to or for the benefit of the surviving Trustor so much of the net income of Trust "B" as the Trustee(s), in their sole discretion, deem reasonable for surviving Trustor's proper care, support, comfort and education.

Section 2. Distribution of Principal

Trustee(s) shall also distribute to or for the benefit of the surviving Trustor, as much of the principal of Trust "B" as the Trustee(s) deem appropriate for his or her health, education, support and maintenance.

Section 3. Annual \$5,000 or 5% Distribution of Principal

Surviving Trustor shall also have the right, during the first thirty (30) days of any one calendar year, to direct the Trustee(s) to distribute to him or her or for his or her benefit such amounts from the principal of Trust "B" as he or she may designate up to but not exceeding in any calendar year the total sum of five thousand dollars (\$5,000) or five percent (5%) of the then aggregate market value of Trust "B", whichever is greater. This limited right of surviving Trustor to make withdrawals from the principal of Trust "B" shall not be cumulative. Any amount which surviving Trustor was permitted to withdraw but did not withdraw during any calendar year may not be withdrawn during any subsequent calendar year or years.

Section 4. Guidelines for Trustee(s)

a. Undistributed Net Income

Any net income of Trust "B" which is not distributed by the Trustee(s) shall be accumulated and added to the principal of Trust "B".

b. First Distributions of Principal from Trust "A"

In making discretionary distributions of principal to the surviving Trustor, Trustee(s) shall preferably make all distributions of principal from Trust "A" until it is exhausted, and only thereafter from Trust "B".

Section 5. Exercise of Discretion by Trustee(s)

In making discretionary distributions pursuant to this Article, Trustee(s) shall take into consideration, to the extent that the Trustee(s), in their sole and absolute discretion deem advisable, any income or other resources which are available to the surviving Trustor outside of Trust "B" and are known to the Trustee(s).

Section 6. Termination and Merger of Trust "A" and Trust "B"

Upon the death of the Surviving Trustor, Trust "B" shall terminate and the undistributed net income and principal of Trust "B" shall be merged with the undistributed net income and principal of Trust "A" and shall thereafter be administered as provided in the Articles that follow.

ARTICLE NINE

Trust Distribution Upon Death of Surviving Trustor

Section 1. Division of Trust

Upon the death of Surviving Trustor, Trustee(s) shall forthwith divide the existing Trust Estate as follows:

Beneficiary	Relationship	Amount
JOYCE ELLEN KUPRES	Daughter	1/2
LLOYD HARLAND DANGLE	Son	1/2

The amount of each beneficiary's share shall be adjusted for the amount of any advances made by Trustor, or indebtedness to Trustor.

In the event that either of the above named beneficiaries predeceases the Surviving Trustor, the Trust share set aside for that beneficiary shall then be distributed to the collective lawful issue of the deceased beneficiary.

In the event that either of the above named beneficiaries predeceases the Surviving Trustor with no then living issue, the Trust share set aside for that beneficiary shall then be distributed to the remaining above named beneficiary.

Section 2. Distribution of Trust Share for Living Beneficiaries

Each beneficiary living on the date of death of Trustor shall have his or her share distributed as follows:

a. Distribution of Trust share for JOYCE ELLEN KUPRES

The Trust share set aside for JOYCE ELLEN KUPRES shall forthwith terminate and Trustee(s) shall distribute all undistributed net income and principal to her, free of the Trust.

b. Distribution of Trust share for LLOYD HARLAND DANGLE

The Trust share set aside for LLOYD HARLAND DANGLE shall forthwith terminate and Trustee(s) shall distribute all undistributed net income and principal to him, free of the Trust.

Section 3. Distribution of Trust Share for Children of Deceased Child

Each share set aside for a deceased child of Trustors who has then living children shall be divided, administered and distributed as follows:

a. Division into Separate Shares

The net income and principal of each Trust share set aside for the collective lawful issue of each deceased child of Trustors shall be divided so as to provide separate equal shares for each child of a deceased child.

b. Income Distribution

Trustee(s) shall distribute so much or all of the net income and so much or all of the principal of each Trust share to or for the benefit of the beneficiary thereof as the Trustee(s) may, in their sole discretion, deem proper for his or her care, maintenance and education. Any net income not distributed shall be added to principal.

c. Principal Distribution

When each beneficiary reaches age twenty-five (25), the Trust share set aside for that beneficiary shall forthwith terminate and Trustee(s) shall distribute all undistributed net income and principal to him or her, free of the Trust.

Section 4. Distributions to Minors and Disabled Beneficiaries

If any Trust property becomes distributable to a beneficiary when the beneficiary is under twenty-five (25) years of age, or when the beneficiary is under any form of legal disability, Trustee(s) may retain that beneficiary's share in a separate Trust until he or she attains twenty-five (25) years of age, or until his or her legal disability has ceased, whichever occurs later, as follows:

a. Distributions of Trust Income and Principal

Trustee(s) shall apply to or for the benefit of the beneficiary so much of the net income and principal of the Trust as the Trustee(s), in their sole and absolute discretion, deem necessary or advisable for such beneficiary's education, health, maintenance and support.

In making any distributions of income and principal under this Article, Trustee(s) shall be mindful of, and take into consideration to the extent they deem necessary, any additional sources of income and principal available to the beneficiary which arise outside of any Trust created under this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

b. Termination and Distribution

Trustee(s) shall distribute the Trust property to a beneficiary when he or she attains twenty-five (25) years of age, ceases to be disabled as determined by a court of competent jurisdiction, or as determined by the Trustee(s), in their sole and absolute discretion, but in no event, prior to the beneficiary reaching age twenty-five (25).

If a beneficiary should die before the complete distribution of his or her Trust property, the Trust shall terminate and all of the Trust property shall be distributed to the beneficiary's then living descendants, per stirpes. If the beneficiary has no then living descendants, Trustee(s) shall distribute one-half (1/2) of the balance of the Trust property to the husband Trustor's then living descendants, per stirpes, and one-half (1/2) of the balance of the Trust property to the wife Trustor's then living descendants.

Section 5. Distribution in the Event All Named Beneficiaries are Deceased

Any of the Trust Estate not disposed of under the foregoing provisions shall be distributed to the legal heirs of each Trustor according to the laws of intestate succession.

The distribution of Trust property for purposes of this Article shall be determined by the laws of descent and distribution for intestate estates in the State of Arizona, where such laws are in effect at the time of any distribution under this Article.

ARTICLE TEN

General Matters and Instructions With Regard to the Trusteeship

Section 1. Use of "Trustee(s)" Nomenclature

As used throughout this agreement, the word "Trustee(s)" shall refer to the original Trustee(s) as well as any single, additional, or Successor Trustee(s). It shall also refer to any individual, corporation or other entity acting as a replacement, substitute or added Trustee(s).

Section 2. No Requirement to Furnish Bond

Trustee(s) shall not be required to furnish any bond for the faithful performance of their duties.

If a bond is required by any law or court of competent jurisdiction, it is the Trustors' desire that no surety be required on such bond.

Section 3. Court Supervision Not Required

All Trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by the Trustee(s) in the appropriate state court having original jurisdiction of matters relating to the construction and administration of Trusts.

Section 4. The Trustee(s)' Responsibilities to Make Information Available to Beneficiaries

Trustee(s) shall report, at least semi-annually, to the beneficiaries then eligible to receive mandatory or discretionary distributions of the net income from the various Trusts created in this agreement, all of the receipts, disbursements,

and distributions occurring during the reporting period along with a complete statement of the Trust property.

The records of the Trustee(s) along with all Trust documentation shall be available and open at all reasonable times to the inspection of the current Trust beneficiaries and their representatives.

Trustee(s) shall not be required to furnish Trust records or documentation to any individual, corporation, or other entity that is not a beneficiary, does not have the express written approval of a beneficiary, or is not requesting such pursuant to a court order.

Section 5. Delegation Among Trustee(s)

Any Trustee(s) may delegate to any other Trustee(s) the power to exercise any or all powers granted to the Trustee(s) in this agreement, including those which are discretionary.

Trustee(s) may revoke any such delegation at will.

The delegation of any such power, as well as the revocation of any such delegation, shall be evidenced by an instrument in writing executed by the delegating Trustee(s).

So long as any such delegation is in effect, any of the delegated powers may be exercised by the Trustee(s) receiving such delegation with the same force and effect as if the delegating Trustee(s) had personally joined in the exercise of such power.

Section 6. The Trustee(s') Fees

Trustee(s) shall be entitled to fair and reasonable compensation for the services they render as fiduciaries. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale.

Trustee(s) shall be reimbursed for the reasonable costs and expenses incurred in connection with their fiduciary duties under this agreement.

Section 7. A Majority of Trustees Required to Control

The concurrence and joinder of a majority of the Trustee(s) shall control in all matters pertaining to the administration of any Trust created under this agreement, at any time when more than two Trustees are acting.

If only two Trustees are acting, the concurrence and joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee(s) may be absolved from personal liability by registering a dissent or abstention with the records of the Trust; the dissenting Trustee(s) shall thereafter act with the other Trustee(s) in any manner necessary or appropriate to effectuate the decision of the majority.

Section 8. Early Termination of Trusts Based on Cost

Trustee(s), in the Trustee(s)' discretion, may distribute the entire share of the Trust Estate to a beneficiary and may terminate the Trust for that beneficiary, if, considering the size of the share of the Trust Estate and the costs of administration thereof and the best interests of the beneficiary, such seems advisable to the Trustee(s).

Section 9. Liability of Successor Trustee(s)

Successor Trustee(s) shall not be liable or responsible for the acts of prior Trustee(s) or for any losses resulting during their tenure, and shall not be bound by any accounting rendered by prior Trustee(s), or liable for a failure to account by such Trustee(s).

Section 10. Successor Corporate Fiduciaries

If any bank or trust company ever succeeds to the Trust business of any corporate fiduciary serving as a Trustee under this agreement, whether because of a name change, or any other form of reorganization, or if such corporate fiduciary ever transfers all of its existing business to any other bank or trust

company, the successor shall thereupon, without any action being required, succeed to the Trusteeship hereunder as if originally named.

Section 11. Maintaining Property In Trust

If, on the termination of any separate Trust created under this agreement, a final distribution is to be made to a beneficiary for whom the Trustee(s) hold a Trust created under this agreement, such distribution shall be added to such Trust rather than being distributed.

The property that is added to the Trust shall be treated for purposes of administration as though it had been an original part of the Trust.

ARTICLE ELEVEN

Administrative and Investment Powers of Trustee(s)

Section 1. Introduction to Trustee(s') Powers

Except as otherwise provided in this agreement, Trustee(s) shall have both the administrative and investment powers enumerated under this Article and any other powers granted by law with respect to the various Trusts created by this agreement.

Section 2. Powers to be Exercised in the Best Interest of the Beneficiaries

Trustee(s) shall exercise the following administrative and investment powers without the order of any court, as the Trustee(s) determine in their sole and absolute discretion to be in the best interest of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, Trustee(s) shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the Trust property in accordance with the general principles of the law of Trusts.

Section 3. Administrative and Investment Powers

Trustee(s) are hereby granted the following administrative and investment powers:

a. Business Powers

Trustee(s) may retain and continue any business in which the Trustor has or had an interest as a shareholder, partner, sole proprietor or as a participant in a joint venture, even though that interest may constitute all or a substantial portion of the Trust property.

They may directly participate in the conduct of any such business or employ others to do so on behalf of the beneficiaries.

They may execute partnership agreements, buy-sell agreements, and any amendments to them.

They may participate in the incorporation of any Trust property, any corporate reorganization, merger, consolidation, recapitalization, liquidation, dissolution or any stock redemption or cross purchase buy-sell agreement.

They may hold the stock of any corporation as Trust property, and may elect or employ directors, officers, employees as well as other agents, and compensate them for their services.

They may sell or liquidate any business interest of any agreement entered into by the Trustor prior to death for the sale of any business interest or the stock thereof.

Trustee(s) may exercise all of the business powers granted in this agreement regardless of whether the Trustee(s) are personally interested or involved parties with respect to any business enterprise forming a part of the Trust property.

b. Common Fund Powers

For the purpose of convenience with regard to the administration and investment of the Trust property, Trustee(s) may hold the several Trusts created under this agreement as a common fund.

Trustee(s) may make joint investments with respect to the funds comprising the Trust property.

Trustee(s) may enter into any transaction authorized by this Article with fiduciaries of other Trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustee(s) under this agreement.

c. Compensation Powers

Trustee(s) shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective Trusts created in this agreement.

Trustee(s) shall pay themselves reasonable compensation for their services as fiduciaries, and shall reasonably compensate those persons employed by the Trustee(s), including agents, auditors, accountants, and attorneys.

d. Distribution Powers

Trustee(s) are specifically authorized to make divisions and distributions of the Trust property either in cash or in kind, or partly in cash and partly in kind, or in any proportion they deem advisable.

They shall be under no obligation or responsibility to make pro rata divisions and distributions in kind.

Trustee(s) may allocate specific assets to any beneficiary or share although such assets may differ in kind from the assets allocated to any other beneficiary or share.

The foregoing powers shall be exercised regardless of the income tax basis of any of such assets.

e. Income and Principal Powers

Trustee(s) may determine in a fair, equitable, and practical manner how all Trustee(s') fees, disbursements, receipts, and wasting assets shall be credited, charged or apportioned between principal and income.

Trustee(s) may set aside from Trust income reasonable reserves for taxes, assessments, insurance premiums, repairs, depreciation, obsolescence, depletion, and for the equalization of payments to or for the beneficiaries. They may select any and all accounting periods with regard to the Trust property.

f. Investment Powers in General

Trustee(s) may invest and reinvest in such classes of stocks, bonds, securities or other property, real or personal, as they shall determine.

They may invest in investment Trusts as well as in common Trust funds.

They may purchase life, annuity, accident, sickness and medical insurance on the behalf of and for the benefit of any Trust beneficiary.

g. Loan, Borrowing and Encumbrance Powers

Trustee(s) may loan money to any person, including a beneficiary, with or without interest, on any term or on demand with or without collateral, as they deem in the best interests of the Trust beneficiaries.

They may borrow money upon such terms and conditions as they shall deem advisable, including, in the case of a corporate fiduciary, the power to borrow from its own banking or commercial department.

They shall have the power to obligate the Trust property for the repayment of any sums borrowed where the best interests of the beneficiaries have been taken into consideration.

Trustee(s) shall have the power to encumber the Trust property, in whole or in part, by a mortgage or mortgages, deeds of Trust, or by pledge, hypothecation or otherwise, even though such encumbrances may continue to be effective after the term of any Trust or Trusts created in this agreement.

h. Margin and Brokerage Account Powers

Trustee(s) are specifically vested with the power and authority to open, operate, and maintain a securities brokerage account wherein any security may be bought or sold on margin.

Trustee(s) are authorized to hypothecate or borrow upon purchase or sale against existing securities in such account.

The Trustee(s) are authorized to invest by making capital contributions of cash or property to General or Limited Partnerships, or by purchasing General or Limited Partnership interests; purchase and sell such shares or investments, including short sales, on margin, or exercise, buy or sell stock/index options including puts and calls, subscriptions, conversion rights; buy and sell commodity futures.

i. Mortgage Powers

Trustee(s) shall have the power to enter into any mortgage whether as a mortgagee or mortgagor, to purchase mortgages on the open market and to otherwise buy, sell or trade in first or subordinate mortgages.

They may reduce the interest rate on any mortgage and consent to the modification or release of any guaranty of any mortgage.

Trustee(s) may continue mortgages upon and after maturity with or without renewal or extension, and may foreclose any mortgage. They may purchase the mortgaged property or acquire it by deed from the mortgagor without foreclosure.

j. Nominee Powers

Trustee(s) may hold any Trust property in the names of the Trustee(s), or in the name of a nominee, and may enter into agreements to facilitate holding such property. They may accomplish such with or without disclosing their fiduciary capacity.

k. Powers to Merge Similar Trusts

Trustee(s) may merge and consolidate any Trust created in this agreement with any other Trust created by the Trustor, or any other person at any other time, if the other Trust contains substantially the same terms for the same beneficiaries, and has at least one Trustee in common with the Trust or Trusts created in this agreement.

Trustee(s) may administer such merged and consolidated Trusts as a single Trust or unit. If, however, such a merger or consolidation does not appear feasible, as determined in the sole and absolute discretion of the Trustee(s), Trustee(s) may consolidate the assets of such Trusts for purposes of investment and Trust administration while retaining separate records and accounts for the respective Trusts.

I. Real Estate Powers

Trustee(s) may make leases and grant options to lease for any term, even though the term may extend beyond the termination of any Trust created under this agreement.

They may grant or release easements and other interests with respect to real estate; enter into party wall agreements, execute estoppel certificates and develop and subdivide any real estate.

They may dedicate parks, streets and alleys or vacate any street or alley, construct, repair, alter, remodel, demolish or abandon improvements.

They may elect to insure, as they deem advisable, all actions contemplated by this subsection.

Trustee(s) may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the Trust property or the income therefrom.

m. Retention of Trust Property

Trustee(s) may retain, without liability for depreciation or loss resulting from such retention, all property constituting the Trust Estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of Trust funds, or may result in inadequate diversification of the Trust property.

n. Sale, Lease, and Other Dispositive Powers

Trustee(s) may sell, lease, transfer, exchange, grant options with respect to, or otherwise dispose of the Trust property.

They may deal with the Trust property at such time or times, for such purposes, for such considerations and upon such terms, credits and conditions, and for such periods of time, whether ending before or after the term of any Trust created under this agreement, as they deem advisable.

Trustee(s) may make such contracts, deeds, leases, and any other instruments they deem proper under the immediate circumstances, and may deal with the Trust property in all other ways in which a natural person could deal with his or her property.

o. Securities Powers

In addition to those other securities powers granted throughout this Article, Trustee(s) may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the Trust property.

Trustee(s) may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited and with or without substitutions.

p. Settlement Powers

Trustee(s) may compromise, adjust, arbitrate, alter the terms of, or abandon any claim in favor of or against the Trust Estate, and may take deeds in lieu of foreclosure.

q. Nonproductive Property

Trustee(s) may hold property which is non-income producing or is otherwise nonproductive, if the holding of such property is, in the sole and absolute discretion of the Trustee(s), in the best interests of the beneficiaries.

r. Trust Addition Powers

Trustee(s) are authorized to receive additional Trust property, whether by gift, will, or otherwise, either from a Trustor or any other person, corporation or entity.

Upon receipt of any additional property, Trustee(s) shall administer and distribute the same as part of the Trust property.

s. Power to Trade in Precious Metals

Trustee(s) are authorized to buy, sell, and trade in precious metal of any kind, including, but not limited to, all forms of such investment such as coins, bullion, krugerrands, and certificates of ownership.

t. Trustee(s') or Fiduciaries' Powers Act

In addition to all of the powers specifically granted to the Trustee(s) in this Article, Trustee(s) may exercise those powers set forth under the applicable Arizona law, together with any amendment to such laws.

Trustee(s) may perform every act reasonably necessary to administer each and every share or Trust created under this agreement.

All of the powers granted to the Trustee(s) in this Article shall be in addition to those powers conferred upon Trustee(s) under all applicable state and federal statutes.

Each power conferred upon the Trustee(s) under this Article, or upon Trustee(s) in general by applicable state or federal statutes, shall be subject to any express limitations or contrary directions contained in this agreement.

ARTICLE TWELVE

Definitions and General Provisions

Section 1. Definitions

For purposes of this agreement, the following words and phrases shall be defined as follows:

a. Adopted and Afterborn Persons

Persons who are legally adopted while they are under eighteen (18) years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

b. Descendants

A person's descendants shall include all of his or her lineal descendants through all generations.

Adopted persons, and all persons who are the descendants by blood or by legal adoption while under the age of eighteen (18) years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents ancestors.

c. Per Stirpes Distributions

Whenever a distribution is to be made to a person's descendants, per stirpes:

The distributable assets are to be divided into as many shares as there are then living children of such person and deceased children of such person who left then living descendants.

Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living descendants in the same manner.

d. Education

As used in this Trust, "education" shall include:

Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

Any course of study or instruction at any institution for specialized, vocational, or professional training.

Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

Distributions for education may include tuition, fees, books, supplies, living expenses, travel, and spending money to the extent that they are reasonable.

e. Personal Representative

For the purpose of this agreement, the term "Personal Representative" shall include an executor, administrator, guardian, custodian, conservator, trustee, or any other form of personal representative.

f. Incapacity

For the purposes of this agreement, any individual may be treated as being under a legal disability, incompetent, or incapacitated, if:

Declared or adjudicated as such by a court of competent jurisdiction or;

A guardian, conservator, or other personal representative of such individual's person or estate has been appointed by a court of competent jurisdiction or;

Certified as such in writing by at least two licensed physicians.

Section 2. The Rule Against Perpetuities

Unless sooner terminated by the express provisions of this agreement, each Trust created in this agreement shall terminate twenty-one (21) years after the death of the last survivor of the group composed of the Trustors and those of the Trustors' descendants living at the time of the death of the first Trustor to die. At that time, the property held in Trust shall be discharged of any further Trust, and shall immediately vest in, and be distributed to, those persons then entitled to receive the income.

For purposes of distributions under this Section only, it shall be presumed that any person then entitled to receive any discretionary payments of the income of a separate Trust is entitled to receive all of the income, and it shall be presumed that any class of persons entitled to receive discretionary payments of income is entitled to receive all of such income, per stirpes.

Section 3. Protective Clause

To the fullest extent permitted by law, the interests of all the beneficiaries in the various Trusts and Trust property subject to this agreement, except for a Trustor's interest in the various Trusts or Trust property subject to this agreement, shall not be alienated, pledged, anticipated, assigned, or encumbered unless specifically authorized by the terms of this agreement.

Such interests shall not be subject to legal process or to the claims of any creditors, other than the creditors of a Trustor to the extent of the Trustor's interest in the Trusts or Trust property, while such interests remain Trust property.

Section 4. Survivorship Presumptions

If the order of the deaths of the Trustors cannot be established by proof, the Trustor with the largest separate property estate shall be deemed to have died first. If both Trustors have equal estates, Trustor husband shall be deemed to have died first.

Any other beneficiary shall be deemed to have predeceased a Trustor if such beneficiary dies within thirty (30) days after the date of a Trustor's death.

Section 5. No Contest Clause

If any beneficiary, other than a Trustor, shall in any manner, directly or indirectly, attempt to contest or oppose the validity of this agreement, including any amendments thereto, or commences or prosecutes any legal proceedings to set aside this agreement, then in such event such beneficiary shall forfeit his or her share, cease to have any right or interest in the Trust property, and shall be deemed to have predeceased the Trustors.

Section 6. General Matters

The following general matters of construction shall apply to the provisions of this agreement.

a. Construction

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

b. Headings of Articles, Sections and Paragraphs

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

c. Notices

All notices required to be given in this agreement shall be made in writing either by:

Personal delivery to the party requiring notice, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt.

d. Delivery

For purpose of this agreement "delivery" shall mean:

Personal delivery to any party, or
Delivery by certified United States mail, return receipt
requested to the party making delivery.

The effective date of delivery shall be the date of personal delivery
or the date of the return receipt.

e. Applicable State Law

The validity of this Trust shall be determined by reference to the
laws of the State of Arizona.

Questions with regard to the construction and administration of the
various Trusts contained in this agreement shall be determined by
reference to the laws of the State in which the Trust is then
currently being administered.

f. Duplicate Originals

This agreement may be executed in several counterparts; each
counterpart shall be considered a duplicate original agreement.

g. Severability

If any provision of this agreement is declared by a court of
competent jurisdiction to be invalid for any reason, such invalidity
shall not affect the remaining provisions of this agreement. The
remaining provisions shall be fully severable, and this agreement shall
be construed and enforced as if the invalid provision had never been
included in this agreement.

The parties have executed this agreement the day and year first written above.

We certify that we have read the foregoing Declaration of Trust, and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed, and disposed of by the Trustee(s). We approve the Declaration of Trust in all particulars, and request the Trustee(s) to execute it.

Harland C. Dangle

HARLAND C. DANGLE

Trutor

Oma C. Dangle

OMA C. DANGLE

Trutor

Harland C. Dangle

HARLAND C. DANGLE

Co-Trustee

Oma C. Dangle

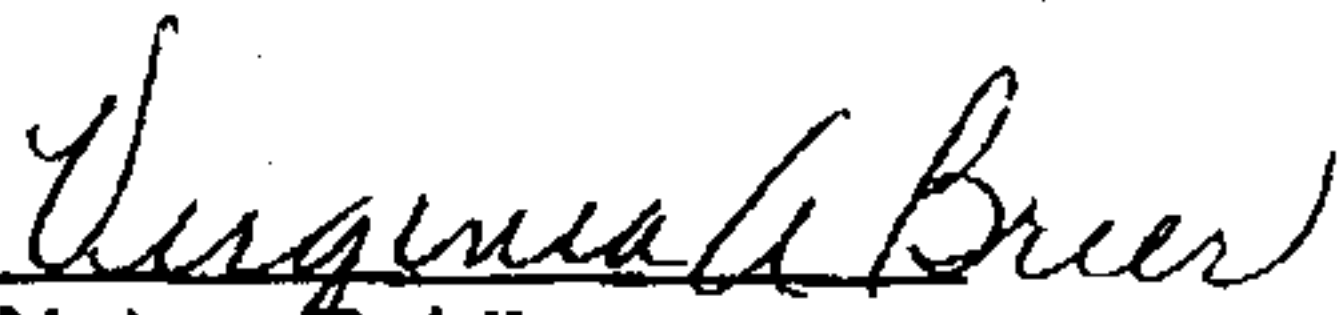
OMA C. DANGLE

Co-Trustee

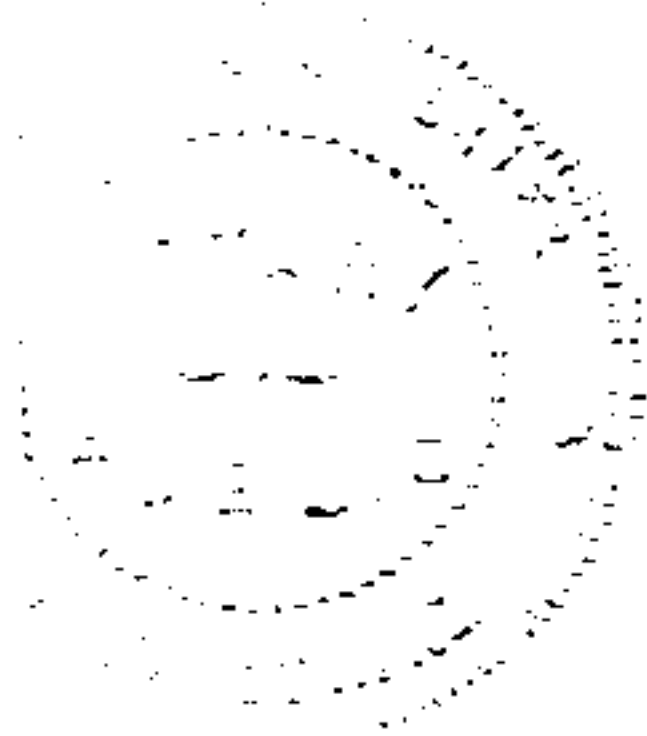
State of Arizona :)SS
County of Pima)

On NOV 16 1988, before me, personally appeared
HARLAND C. DANGLE and OMA C. DANGLE known to me to be
the persons whose names are subscribed to the within Declaration
of Trust, and acknowledged that they executed the same.

Witness my hand and official seal.


Notary Public

My Commission Expires On: JUL 29 1990



Inst # 1995-34647
Inst # 1995-34647

12.8
12/04/1995-34647
02:54 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
042 MCD 111.00