

The Board of Directors of the Aztec Cemetery Association recommends the following change be made to the trust agreement with Citizens Bank.

First Amendment

Article three (3) Trust Powers shall be amended as follows:

A. Delete the present paragraph "A" and add new paragraph "A" as follows:

To invest the property comprising the trust estate and any investment or reinvestment of undistributed corpus or interest in (1) direct obligations of the United States or other obligations fully guaranteed by the United States as to principal and interest with a maturity date not to exceed seven (7) years from date of purchase. (2) Certificate of Deposits, saving, Money Market accounts or other interest bearing accounts which are fully covered as to principal and interest by either FDIC or FSLIC insurance at an institution with a Capital ratio of not less than 6% or 3% respectively, with a maturity date not to exceed four (4) years from date of purchase.

Board of Directors 1992

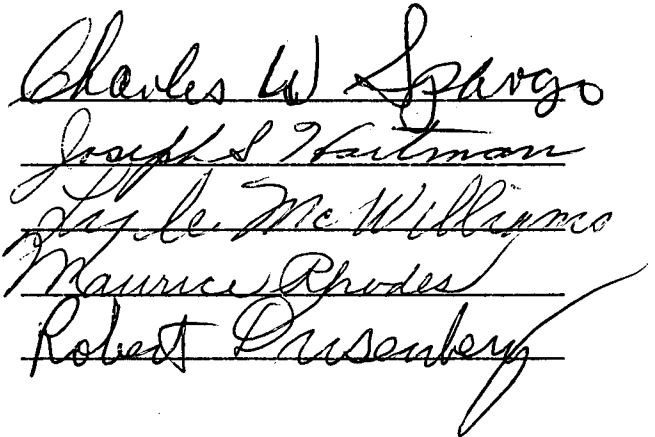
President: Charles Spargo

Directors: Joe Hartman

Lyle McWilliams

Maurice Rhoades

Robert Dusenbery



TRUST AGREEMENT

THIS TRUST AGREEMENT, made this 30 day of September, 1981, by and between THE AZTEC CEMETERY ASSOCIATION, of Aztec, San Juan County, New Mexico, hereinafter called Grantor, and THE CITIZENS BANK, FARMINGTON, NEW MEXICO, hereinafter called Trustee.

WITNESSETH:

1. TRUST PROPERTY: For good and valuable consideration the Grantor does hereby transfer and deliver to the Trustee the sum of \$57,000.00, to have and to hold such property and any other property which the Trustee may, pursuant to any of the provisions of this agreement, and upon the terms and conditions set forth herein, hold. (This property is now held in a Certificate of Deposit as listed in Exhibit "A" attached hereto).

2. DISPOSITION PROVISION: The Trustee shall hold, manage, invest and receive the trust estate in the manner hereinafter provided, shall collect the income thereof and shall dispose of the net income and principal as follows:

A. During the corporate life of the Grantor, the Trustee shall pay the net income to the Grantor in periodic payments at least quarter-annually or as the Grantor shall otherwise direct.

3. TRUSTEE POWERS: The Trustee shall have the powers and discretions conferred by law, but limited and expanded as follows:

A. To only invest the property comprising the trust estate and any investment or reinvestment of undistributed corpus or interest in Certificates of Deposits, Savings, Money Market Certificates or other Interest bearing accounts that are completely covered by F.D.I.C. Insurance.

B. To vote in person or by proxy upon securities held by them and in such connection to delegate their discretionary powers.

C. To exercise options, conversion privileges or rights to subscribe for additional securities and to make payments therefore all being subject to paragraph 3(A) hereof.

D. To register any property in the name of their nominal principal or in their own name as Trustee or to hold it unregistered or in such other manner that title shall pass by delivery. Trustee to be strictly responsible for said property.

4. TRUSTEE RIGHTS: The Trustee shall have the following rights:

A. Have all rights prescribed by the Statutory Laws of the State of New Mexico except as limited herein.

B. To continue to have or exercise, after the termination of the trust in whole or in part, and until the final distribution thereof, all the title, powers, discretions, rights and duties conferred or imposed upon the Trustee by law or this agreement during the existence of this trust.

C. To reimburse itself from the trust estate for all reasonable expenses incurred in the administration hereof as evidenced by an annual accounting and statutory limitations.

5. PRINCIPAL AND INCOME: All principal shall be held for Grantor herein. All income shall be distributed quarterly and accounted for annually.

6. ADDITIONAL PROPERTY: The trust estate may be increased from time to time by the addition of such cash or property as may be added to it by the Grantor or by any other persons, with the consent of the Trustee, and the Trustee shall receive, hold, manage, invest and reinvest any such cash and property as provided for herein with the provision that any property not cash shall be converted into cash and invested as herein provided.

7. ACCOUNTING BY TRUSTEE: The Trustee shall render annual accountings showing receipts, disbursements and assets on hand, which accountings shall be made to the Grantor on or before March 1st of each calendar year.

8. FEES OF TRUSTEE: This trust is made and all transfers hereunder made to Trustee are upon the express condition that Trustee shall manage and handle this trust upon the following fees and conditions:

A. No real estate valuations can be considered by Trustees as a basis for fees unless the same are liquidated to cash. Any and all costs of liquidations and costs of Court determinations shall be open to the District Court of San Juan County, New Mexico, as to determination of fees to the Trustee.

B. Three-fourths (3/4ths) of One (1%) per cent annually of all cash assets and interest earned there from of \$100,000.00 One-half (1/2) of One (1%) per cent of annual cash assets and interest earned for the next \$200,000.00 and .0025% of all cash assets and interest earned thereon above \$300,000.00.

C. It is understood that if there are legal, real estate, appraisal, surveying or other fees not associated with the direct investment of cash, these shall be done by the Grantor and if not done when required by Trustee, after a 60 day certified notice, then the same shall be done by Trustee and charged to the income of this trust.

9. SPENDTHRIFT PROVISIONS: The interest of the Grantor, THE AZTEC CEMETERY ASSOCIATION to principal or income of this trust or other trusts created in this trust shall not in any way be subject to claims of it's creditors or others, nor to legal process and may not be voluntarily or involuntarily alienated nor encumbered.

10. PAYMENTS OF TAXES AND EXPENSES: Notwithstanding any other provisions to the contrary, the Trustee shall pay all taxes of the Grantor prior to distributions.

11. SITUS: All questions pertaining to the validity, construction and administration of this trust shall be determined in accordance with the laws of the State of New Mexico as determined by the District Court of San Juan County, New Mexico.

12. POWER OF AMENDMENT AND REVOCATION: The Grantor hereof nor any successor, assignee or other entity will have nor has the power to modify, amend or revoke in whole or in part this agreement or the trust hereby created.

IN WITNESS WHEREOF, the corporate authority of AZTEC CEMETERY ASSOCIATION, a New Mexico Non-Profit Corporation, has authorized the official seal and signature of its proper officer this 30 day of September, 1981.

AZTEC CEMETERY ASSOCIATION

BY

Joseph D. Hartman

Eric Dial

Maurice Rhodes

DIRECTORS

CITIZEN BANK, FARMINGTON, NEW MEXICO, TRUST DEPARTMENT

BY

Paul A. Pennington

VICE-PRESIDENT & TRUST OFFICER

STATE OF NEW MEXICO

SS

COUNTY OF SAN JUAN

On this 29 day of September, 1981, before me appeared Joseph Hartman, Maurice Rodas and Elsie Dial to me personally known, who being by me duly sworn, did say that they are the Directors of AZTEC CEMETERY ASSOCIATION, a New Mexico Non-Profit Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of it's Board of Directors and said Directors acknowledge said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal the day and year first above written.

Deborah A. Ross  
NOTARY PUBLIC

My commission expires:

2-7-85

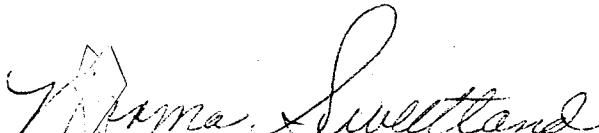
EXHIBIT A

September 29, 1981

Received this day from Mr. Hartman assets for the Aztec Cemetery Association Trust Fund:

1. \$16,000.00 Citizens Bank Time Certificate of Deposit No. 7969, 15.781%, due 11/11/81. *Roll'd over 11/81*
2. \$16,000.00 Citizens Bank Time Certificate of Deposit No. 8024, 14.250%, due 12/14/81. *IN VALUE*
3. \$24,000.00 Four Corners Savings & Loan Association Time Certificate of Deposit No. 26-01853 A, 16.55%, due 3/24/84.

THE CITIZENS BANK

  
Norma Sweetland  
Trust Administrator