

When recorded mail to: ✓ Sheerin Walsh & Keele
1692 County Road
Minden, Nevada 89423

CERTIFICATE OF THE
REED FAMILY TRUST

This is a Certificate of The Reed Family Trust Agreement dated 2/26, 1992, hereafter referred to as the "Trust Agreement."

I

IDENTIFICATION OF THE TRUST

Under the terms of the Trust Agreement, ARTHUR W. REED and ALLAGEAN REED, husband and wife, residents of 3491 Zurich Court, Douglas County, Nevada, are the Grantors and Co-Trustees. The name of the trust created under the terms of the Trust Agreement is The Reed Family Trust.

II

SUCCESSOR TRUSTEES

If either ARTHUR W. REED or ALLEGEAN REED shall for any reason fail to qualify or cease to act as a Co-Trustee, then the remaining Co-Trustee shall act as sole Trustee. If both ARTHUR W. REED and ALLEGEAN REED shall for any reason fail to qualify or cease to act as Co-Trustees, then SANDRA L. BEATTY shall act as successor Trustee.

No successor Trustee shall be liable for any act, omission or default of a predecessor Trustee. Unless requested to do so in writing within sixty (60) days of appointment by an adult beneficiary of the trust, no successor Trustee shall have any duty to investigate or review any action of a predecessor Trustee and may accept the accounting records of such Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in this trust. Likewise, no other Co-Trustee shall be liable for any act, omission, or default of any other Co-Trustee, provided that the Co-Trustee shall have had no knowledge of any facts that may reasonably be expected to have put the Co-Trustee on notice in sufficient time to have prevented the act, omission, or default.

The Trustee may resign at any time, such resignation to be effective after delivery of thirty (30) days' written notice to the income beneficiary of all trusts and shares

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established by the Trust Agreement. The Trustee who has resigned shall have no duty, provided in this Article, a successor trustee shall be appointed in accordance with the laws of the State of Nevada in effect on the effective date of the resignation of the Trustee.

III

TRUSTEE'S ADMINISTRATIVE POWERS

The Co-Trustees of The Reed Family Trust, including any successor trustee, are vested with the following powers with respect to the trust estate and any part of it, in addition to those powers now or hereafter conferred by law:

1. To invest and reinvest the trust estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies, and mutual funds, that men of prudence, discretion and intelligence acquire for their own account, including any common trust fund administered by the Trustee. The investments need not be diversified; provided, however, that the aggregate return on all investments of the marital deduction trust shall from time to time be reasonable in light of the then existing circumstances.

2. To continue to hold any property, including any shares of the Trustee's own stock, and to operate at the risk of the trust estate any business that the Trustee receives or acquires as long as the Trustee considers it advisable.

3. To have all the rights, powers, and privileges of an owner with respect to the securities held in trust, including, but not limited to, the power to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations; and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may consider advisable; and to exercise or sell stock subscription or conversion rights.

4. To hold securities or other property in the Trustee's name as Trustee under this Trust Agreement, in the Trustee's own name, or in the name of a nominee, or the Trustee may hold securities unregistered in such condition that ownership will pass by delivery.

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5. To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property.

6. To write or sell covered call options on any securities held in trust through any recognized options exchange.

7. To lease trust property for terms within or beyond the term of the Trust Agreement for any purpose, including exploration for the removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.

8. To lend money to any person or entity, including the probate estate of either Grantor, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

9. To purchase property at its fair market value as determined by the Trustee, in the Trustee's discretion, from the probate estate of either Grantor.

10. To loan or advance the Trustee's own funds to the trust estate, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust estate; to purchase assets of the trust estate at their fair market value as determined by an independent appraisal of those assets; and to sell property to the trust at a price not in excess of the fair market value of the property as determined by an independent appraisal.

11. To release or to restrict the scope of any power that the Trustee may hold in connection with the trust estate, whether such power is expressly granted in the Trust Agreement or implied by law. The Trustee shall exercise this power in a written instrument executed by the Trustee specifying the power to be released or restricted and the nature of the release or restriction.

12. To take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of the trust estate and the beneficiaries. The Trustee shall have the power to allocate the tax benefits among the various beneficiaries, and the Trustee shall have the power to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or

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administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

13. To borrow money and to encumber trust property by mortgage, deed of trust, pledge, or otherwise. The Trustee is authorized to purchase, sell, and trade securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers and may pledge any securities held or purchased by the Trustee with such brokers as security for loans and advances made to the Trustee.

14. To commence or defend, at the expense of the trust estate, such litigation with respect to the trust estate or any property of the trust estate as the Trustee may consider advisable and to compromise or otherwise adjust any claims or litigation against or in favor of the trust estate.

15. To carry insurance of such kinds and in such amounts as the Trustee considers advisable, at the expense of the trust estate, to protect the trust estate and the Trustee personally against any hazard.

16. To employ attorneys, accountants, managerial, clerical, and other assistants and agents, including management companies and resident managers of any real property operated by the trust. The expense of employment of such personnel shall be a proper expense of the trust and not of the Trustee personally.

17. To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property of the trust estate, without the payment of interest, all or any part of the property, as long as the Trustee shall determine, in the Trustee's discretion, that the property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the trust estate or the probate estate of either Grantor.

18. To partition, allot, and distribute the trust estate, on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee may consider necessary to make any division or distribution. In making any division or partial or final distribution of the trust estate, the Trustee shall be under no obligation to make a prorata division, or to distribute the same assets to

beneficiaries similarly situated, but rather the Trustee may, in the Trustee's discretion, make a nonprorata division between trusts or shares and nonprorata distributions to beneficiaries, so long as the assets allocated to the separate trusts or shares, or distributed to the beneficiaries, have equivalent or proportionate fair market value.

19. Except as otherwise specifically provided in this Trust Agreement, the determination of all matters with respect to what is principal or income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the Nevada Revised Uniform Principal and Income Act from time to time existing. Any such matter not provided for either in this Trust Agreement or in the Nevada Revised Uniform Principal and Income Act shall be determined by the Trustee, in the Trustee's discretion.

20. Income accrued or unpaid on trust property when received into the trust estate shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any trust or share created in this Trust Agreement shall go to the next beneficiaries of the trust or share in proportion to their interests in it; provided, however, that upon the death of the Surviving Grantor, any accrued or undistributed income of the Marital Trust shall be added to the Survivor's Trust, to follow the disposition of the Survivor's Trust in all respects as provided in paragraph C. of article II.

21. Among successive beneficiaries of any trust or share created in this Trust Agreement, all taxes and other current expenses shall be considered to have been paid and charged to the period in which they were paid.

22. There need be no physical segregation or division of the various trusts or shares except as segregation or division may be required by the termination of any of the trusts or shares, but the Trustee shall maintain separate accounts for the different undivided interests.

23. Other property acceptable to the Trustee may be added to the trust estate by any person, by the Will or Codicil of either Grantor, by the proceeds of any life insurance policy, or otherwise.

24. The Trustee may, in the Trustee's discretion, purchase obligations of the United States government which may be redeemed at par value in the payment of Federal estate taxes. Any such obligations of the United States government which are purchased by the Trustee shall, to the maximum

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extent permitted by law, be applied to the payment of Federal estate taxes which arise upon the death of each of the Grantors. Any such obligations of the United States government which are purchased during the joint lifetimes of the Grantors shall, upon the death of the Decedent, be allocated among the Survivor's Trust, the Marital Trust and the Decedent as provided in paragraph B. of article II, after taking into consideration the ownership of the obligations immediately before the death of the Decedent. Any such obligations of the United States government which are purchased after the death of the Decedent and during the remaining lifetime of the surviving Grantor shall be acquired as part of the Survivor's Trust or the Marital Trust unless the Trustee, in the Trustee's discretion, considers that such obligations should be acquired as part of the Decedent's Trust.

25. For investment purposes, the Trustee may, in the discretion of the Trustee, combine the assets of any of the trusts created under this Trust Agreement with the assets of any other trust established by either or both of the Grantors pursuant to this Trust Agreement, pursuant to the Wills of the Grantors, or otherwise. In such event, the Trustee shall maintain separate records of the amounts allocable to each such trust. In addition, the Trustee may, in the Trustee's discretion, merge any trust created under the terms of this Trust Agreement with any other trust established by either or both of the Grantors pursuant to this Trust Agreement, pursuant to the Wills of the Grantors, or otherwise, so long as the beneficial interests under such merged trusts are substantially identical. In the event of any such merger, the Trustee shall not be required to maintain separate records of the amount allocable to each merged trust.

26. Whenever, pursuant to article II, the Trustee is directed to make a distribution or an allocation to a separate trust upon the death of the Decedent or upon the death of the Surviving Grantor, the Trustee may, in the Trustee's discretion, defer the distribution or the allocation for a period of six (6) months following the death if the Trustee considers such deferral necessary to preserve the alternate valuation date for Federal estate tax purposes in the estate of the Decedent or the estate of the Surviving Grantor, as the case may be. No interest shall accrue on the amount deferred; however, the rights to the amount deferred shall vest upon the death of the Decedent or upon the death of the Surviving Grantor, as the case may be.

ARTHUR W. REED and ALLEGEAN REED, the Grantors and Co-Trustees of The Reed Family Trust under the terms of the Trust Agreement, hereby certify that this Certificate of

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The Reed Family Trust Agreement is an accurate summary of the provisions of the Trust Agreement identifying the trust, naming the Co-Trustees and the successor Trustees, and specifying the powers of the Co-Trustees. Any person or entity transacting business with the co-Trustees may rely upon this Certificate without reviewing the entire Trust Agreement.

Dated this 26th day of February, 1992.

Arthur W. Reed
ARTHUR W. REED

Allagean Reed
ALLEGAN REED

GRANTORS AND CO-TRUSTEES

COPY

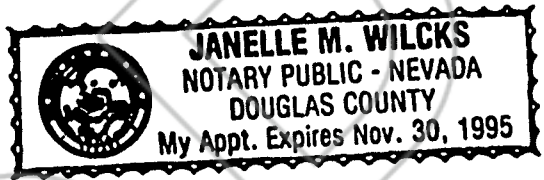
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STATE OF NEVADA)
 : SS.
COUNTY OF DOUGLAS)

On the 20th day of February, 1992, personally appeared before me, a notary public, ARTHUR W. REED and ALLEGEAN REED, personally known or proven to me to be the persons whose names are subscribed to the above instrument, who acknowledged that they executed the above instrument.

Janelle Wilcks
Notary Public



REQUESTED BY
Sheerin, Walsh + Keefe
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU
RECORDER 272353
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