

CERTIFICATE OF THE  
ROY E. SMITH TRUST

This is a Certificate of The ROY E. SMITH Trust Agreement dated June 22, 1992, hereafter referred to as the "Trust Agreement."

I

IDENTIFICATION OF THE TRUST

Under the terms of the Trust Agreement, ROY E. SMITH, a resident of Gardnerville, Douglas County, Nevada, is the Grantor and Trustee. The name of the trust created under the terms of the Trust Agreement is The ROY E. SMITH Trust.

II

SUCCESSOR TRUSTEES

If ROY E. SMITH shall for any reason fail to qualify or cease to act as Trustee, then GEORGE M. KEELE, ESQ. 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 Trustee shall be liable for any act, omission, or default of any other Trustee, provided that the Trustee shall have had no knowledge of any facts that may reasonably be expected to have put the 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 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.

SheerIn, Walsh & Keele  
1692 County Road  
Minden, NV 89423

When Recorded Please Mail to:

281800

1

BOOK 692 PAGE 4474

## TRUSTEE'S ADMINISTRATIVE POWERS

The Trustee of The ROY E. SMITH Trust, including any successor trustee, is 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 hold any property received into this trust at its inception or subsequently added to it or acquired pursuant to proper authority, which the Trustees in the exercise of their absolute discretion and intelligence may deem to be in the best interests of the trust. Subject to the same restrictions and limitations, the Trustees may continue the operation of any property or business lawfully received into the trust.

(2) 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 being limited to, 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 successor trustees. The investments need not be diversified; provided, however, that the aggregate return of all investments shall be reasonable in light of the then existing circumstances.

(3) To manage and control the trust estate and to encumber, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property or otherwise dispose of any of the trust property; to grant options; to lease for any purpose and for terms within or extending beyond the duration of this trust, including exploration for the removal of gas, oil and other minerals; and to enter into community oil leases, pooling, and utilization agreements; to create restrictions, easements, and other servitudes; to compromise claims existing in favor of or against the trust; to carry insurance of such kinds and in such amounts as the trustees may deem advisable, at the expense of the trust; to commence or defend, at the expense of the trust, such litigation with respect to the trust or any property of the trust estate as the trustees may deem advisable and to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

(4) To loan or advance the Trustees' own funds to the trust for any trust purpose, 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; to purchase assets of the trust 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 its fair market value as determined by an independent appraisal.

(5) To borrow money for any trust purpose upon such terms and conditions as the Trustees may deem proper, and to obligate the trust estate for repayment; to encumber the trust estate or its property by mortgage, deed of trust, pledge, or otherwise, using such procedure to consummate the transaction as the Trustees may deem advisable. The power of the Trustees to borrow shall include the power to borrow money on behalf of one trust from any other trust provided for in this agreement, and to obligate the trusts, or any of them, provided for in this agreement to repay such borrowed money.

(6) To determine what is principal or income of the trust estate and apportion and allocate such principal or income in accordance with the provisions of the applicable statutes of the State of Nevada as they may now exist and may from time to time be enacted, amended, or repealed; any such matter not provided for either in this instrument or under the laws of the State of Nevada shall be determined by the Trustees in accordance with accepted accounting practices.

(7) 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 Trustees, and to sell such property as the Trustees may deem necessary to make any division or distribution. In making any division or partial or final distribution of the trust estate, the Trustees shall be under no obligation to make a pro rata division, or to distribute the same assets to beneficiaries similarly situated, but rather, the trustees may, in the Trustees' discretion, make a non-pro-rata division between the trusts or shares and non-pro rata distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries, have equivalent or proportionate fair market value. After any division of the trust estate, Trustees may make joint investments with funds from some or all of the several shares or trusts, but Trustees shall keep a separate account for each share or trust.

(8) To hold securities or other property in the name of the Trustees, or of their nominee, with or without disclosure of this trust, the Trustees being responsible for their acts and those of the nominee affecting such property.

(9) 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

281800

BOOK 692 PAGE 4476

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 Trustees may deem advisable; and to exercise and sell stock subscription or conversion rights.

(10) To release or to restrict the scope of any power that the Trustees may hold in connection with the trusts created under this instrument, whether such power is expressly granted in the instrument or implied by law. The Trustees shall exercise this power in a written instrument executed by the Trustees specifying the power to be released or restricted and the nature of the restriction.

(11) To take any action and to make any election, in the Trustees' discretion, to minimize the tax liabilities of this trust and its beneficiaries, and the Trustees shall have the power to allocate the benefits among the various beneficiaries, and the Trustees 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 administrative decision that the Trustees believe have had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

(12) To withhold from distribution, in the Trustees' discretion, at the time for distribution of any property in the trust, without the payment of interest, all or any part of the property, as long as the Trustees shall determine in the Trustees' discretion that such 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 Trustor.

(13) Notwithstanding any other provision of this trust document, all taxes, assessments, fees, charges, and other expenses incurred by the trustees in the administration or protection of this trust, including the compensation allowed by any court to the trustees for their services hereunder, shall be a charge upon the trust estate and shall be paid by the trustees out of the income therefrom, or in the event and to the extent that the income may be insufficient, then out of the principal of the trust estate, prior to final distribution of the trust property; and the determination of the trustees with respect to all such matters shall be conclusive upon all persons howsoever interested in this trust.

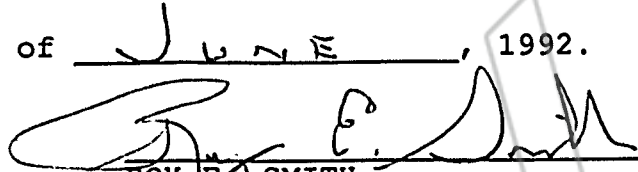
281800

4

BOOK 692 PAGE 4477

ROY E. SMITH, the Grantor and Trustee of The ROY E. SMITH Trust under the terms of the Trust Agreement, hereby certifies that this Certificate of The ROY E. SMITH Trust Agreement is an accurate summary of the provisions of the Trust Agreement identifying the trust, naming the Trustees and the successor Trustees, and specifying the powers of the Trustees. Any person or entity transacting business with the Trustees may rely upon this Certificate without reviewing the entire Trust Agreement.


Dated this 22<sup>ND</sup> day of JUNE, 1992.

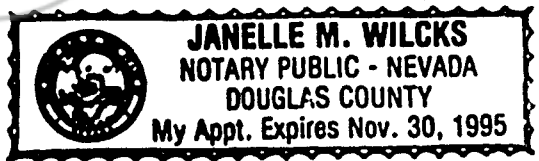
  
\_\_\_\_\_  
ROY E. SMITH  
GRANTOR AND TRUSTEE

ACKNOWLEDGMENT

STATE OF NEVADA            )  
                                      :   SS.  
COUNTY OF DOUGLAS        )

On the 22nd day of June, 1992, personally appeared before me, a notary public, ROY E. SMITH, personally known or proven to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the above instrument.

  
\_\_\_\_\_  
Notary Public



REQUESTED BY  
Sheerin, Welch & Keeler  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

92 JUN 25 A9:50

SUZANNE B. NICHEAU  
RECORDER                    281800  
\$ 9.00 PAID Ka DEPUTY  
BOOK 692 PAGE 4478