

ABSTRACT

of

THE WALTER J. MATTHEWS LIVING TRUST

NOTE: This document is an abstract of certain key provisions of the above named Revocable Living Trust. The Settlor intends that this abstract may be presented to interested third parties as proof of the Trust's validity and the authorities and powers of the Trustee. The undersigned Settlers affirm that the abstracted provisions are herein set forth below exactly as they appear in the original document, and that this document and the original were executed on the same date.

I, Walter J. Matthews, a single person, acting as both Settlor and Trustee, declare that I have set aside and hold in Trust \$10.00 and any other property described in Schedule A attached to this instrument.

THE PRIMARY BENEFICIARIES of this Trust estate is the Settlor, a single person as named above.

THE EFFECTIVE DATE of this Trust shall be the date that I sign this instrument.

I. GENERAL PURPOSE AND FACT

A. PURPOSE: This Trust was created to hold the Settlers' combined estate and provide continuity of management of the estate, both during the Settlers' lifetime and upon the Settlers' death, and to avoid probate of the estate. During the life of the Settlor, all Trust benefits shall accrue to the Settlor. At the death of a Settlor, any property remaining outside the Trust may pass to the Trust estate through the provisions of the deceased Settlers' Last Will And Testament (Pour-Over Will). After the death of the Settlor, all Trust benefits shall pass to their beneficiaries as provided herein.

B. THIS TRUST IS REVOCABLE AND AMENDABLE by the Settlor as provided under the terms of this agreement.

C. BENEFICIAL INTEREST: The Settlor has intentionally omitted naming any successor beneficiaries in this Trust except those that are named herein. There shall be no other beneficiaries unless the Settlers die without any living descendants.

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SCHEDULE "A"

Incorporated by reference into the following Revocable Living Trust

THE WALTER J. MATTHEWS LIVING TRUST

The undersigned Settlor herein confirms that the following property is conveyed and transferred to that above named Revocable Living Trust, as of the date given.

1. REAL ESTATE:

655 Bowles Lane, Gardnerville, NV 89410

2. BANK & SAVINGS ACCOUNTS/SECURITIES & INVESTMENTS:

(Stocks, Bonds, Commodities, Partnership Interests, Notes Receivable, etc.)

Evern Securities	LX0752923493	Mutual Fund	144,000
Merrill Lynch	41845747	Portfolio	241,600 ✓
Fidelity Investments	T015460010	Mutual Fund	43,000
Norwest Bank	03332749	Checking ✓	2,000 mm
Norwest Bank	03160926	Checking ✓	2,000

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Transfer & Funding Instructions

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II. ORIGINAL AND SUCCESSOR TRUSTEES

A. THE TRUSTEES shall serve with all powers, authority and obligations as provided in this Trust, and may act jointly or severally in conducting the business of this Trust and, unless specifically restricted, all trusts created hereunder.

B. THE FIRST SUCCESSOR TRUSTEE, if serving as a sole Trustee, shall have authority to appoint the Second Successor Trustee as a full Co-Trustee. If Co-Trustees have a difference of opinion in respect to conducting any aspect of Trust business, the senior Trustee's decision shall prevail. If, for any reason, the First Successor Trustee ceases to serve as Trustee, the Second Successor Trustee nominated herein shall, without court approval, serve as Trustee hereunder. The Successor Trustees as nominated herein, to serve as Trustee(s) in line of succession are as follows:

1. First Successor Trustee: Barbara Schmidt
2. Second Successor Trustee: Barbara Murphy
3. Third Successor Trustee: Vincent Matthews

C. TERM OF OFFICE: A Trustee may serve until death or resignation as provided herein.

D. BONDS: No Trustee shall be required to post a bond or a security for performance of duties while Trustee.

III. POWERS OF TRUSTEE

A. THE TRUSTEE shall have the following powers, duties and discretion's in addition to all common law and statutory authority with regard to property held in this Trust or any Trust created hereunder, except as specifically restricted elsewhere in this Trust.

1. ACCEPTANCE AND RETENTION: The Trustee shall have power to accept and retain, without liability for loss or depreciation, the original Trust corpus and all other property

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thereafter transferred, devised or bequeathed to this Trust, whether or not such property is of a character considered suitable for a Trust investment.

2. **BUSINESS OWNERSHIP:** The Trustee shall have power to accept and hold any business, whether organized as a sole proprietorship, partnership, Trust or corporation, that may become a part of the Trust estate, and to continue to operate such business solely at the risk of the Trust estate, and without liability to the Trustee for any losses resulting therefrom. In so doing, the Trustee may borrow money for business purposes, may pledge or encumber the assets of the business or Trust estate to secure a loan, and may employ officers, managers, employees or agents as the Trustee may deem advisable in the operation of such business. Further, the Trustee may incorporate such business, or dissolve, liquidate, or sell any or all of such business at such time or upon such terms as the Trustee may deem advisable.

3. **GENERAL PROPERTY:** The Trustee shall have power to do all acts and exercise all rights and privileges in the management of Trust property, whether real or personal or mixed, as if the absolute owner thereof, including, but without limitation herein, the right to control, manage, sell, convey, exchange, trade, partition, divide, subdivide, assign, improve, repair, rent, lease, grant options, abandon, create restrictions, grant easements, arbitrate, adjust claims, defend actions, institute actions, compromise actions, buy insurance or conduct any and all business respecting Trust property, as the Trustee deems, in his sole discretion, advisable. In so doing, the Trustee may rent, lease, sell, convey or option property on terms that may extend beyond the duration of the Trust, and may receive payment for such in cash or in kind. Further, the Trustee may sell Trust property at public or private sale without approval of any court, and on such terms and to such persons, including Trustees or Trust beneficiaries or any firm with which a Trustee or beneficiary is associated, as the Trustee deems proper and advisable, and without liability upon any person dealing with the Trustee to see to the application of any money of other property delivered to them.

4. **SECURITIES:** The Trustee shall have power to exercise all rights, powers and privileges of an owner as follows: the right to hold title to securities in the name of the Trustee, a nominee, the Trust estate, as bearer, in protective trusts or committees, or in registered or unregistered form; the right to vote stock, refrain from voting, and give general or limited proxies; the right to participate in partnerships, voting trusts, pooled funds, foreclosures, reorganizations, consolidations, mergers, liquidation's and the like, pay assessments, related thereto, and participate in management if deemed advisable; the right to open brokerage accounts of every kind and description, including margin accounts, and to authorize such brokerage firms or financial institutions to act upon any and all orders with respect to such accounts, or securities or money therein, received from the Trustee. The Trustee is further authorized to execute, deliver or receive any document necessary to carry out the powers contained herein, and may carry out such powers directly or through agents.

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5. LOCATION OF ASSETS: The Trustee shall have power to keep the whole or any part of the Trust state in the jurisdiction where the Trustee is located from time to time, or in any other jurisdiction deemed acceptable to the Trustee.

6. TRANSFERS TO OTHER TRUSTS: The Trustee shall have power to allocate and transfer, as provided in this Trust, all or any portion of the Trust estate to one or more other trusts created hereunder, irrespective of whether such Trust or trusts are administered under the laws of the present jurisdiction of this Trust.

7. BANK ACCOUNTS: The Trustee shall have power to open and maintain one or more savings accounts, checking accounts, term accounts, or current accounts with any bank, savings institution, or thrift, wherever located, and may deposit to such accounts all or any part of the Trust estate, whether or not such funds may earn interest, and may authorize withdrawal therefrom by check or other instrument or by such person or persons as the Trustee may from time to time authorize.

8. INVESTMENT POWERS: The Trustee shall have broad investment and management powers with respect to the acquisition, holding and disposition of all assets comprising the Trust estate. The specific powers described below shall be without prejudice to the generality of the Trustee's investment powers otherwise conferred in this agreement.

a) GENERAL: The Trustee shall have power to invest and reinvest principal and income; to purchase or acquire by any legal method therewith every kind of real, personal or mixed property for investment. Specifically, but not by way of limitation, the Trustee may invest in mutual funds, common Trust funds, pooled funds, corporate obligation, preferred or common stock, warrants, restricted stock, bonds, commodities, options, state or federal government obligations, certificates of deposit, letters of credit, factoring, partnerships, joint ventures, investment contracts, mortgages, Trust Deeds, real estate, construction projects, mineral rights, precious metals, coins, gems, rare stamps, collectible, or any other investment which men of prudence might acquire for their own account, and shall have authority to manage such investments and do all things necessary thereto. Further, the Trustee is authorized to buy, sell and trade in securities, and may open and operate margin accounts with brokers, make short sales, hedges, and may pledge any securities held or purchased as collateral for loans and advances made to the Trustee.

b) LIFE INSURANCE AND ANNUITIES: The Trustee shall have power to maintain and/or purchase life insurance or annuities on the life of, or for the benefit of, the original or successor beneficiaries. The Trustee may hold such policies or annuities as investments, and may pay for the same from the Trust estate principal or earnings at the sole discretion of the Trustee. Any proceeds or dividends received by the Trustee in respect to any policy shall be treated as principal. In the event any interest is paid by an insurer, the interest shall be treated as income.

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The Trustee may accept any payments from an insurer under any settlement arrangement made before or after the death of an insured, and may exercise all rights available therein. Further, the Trustee may compromise, arbitrate or exercise any settlement options or rights available under such policies at the Trustee's discretion.

9. ALLOCATING PRINCIPAL AND INCOME: The Trustee shall have power to determine principal and income, and how receipts and disbursements, including fees to the Trustee, shall be allocated between principal and income. The decisions of the Trustee shall be binding on all persons holding a beneficial interest in the Trust estate. Notwithstanding the foregoing, the Trustee shall allocate capital gains to principal, shall have authority to amortize or not amortize bonds purchased at a premium or discount, shall have authority to add accumulated income to principal as deemed appropriate, and shall have authority to charge income with a reasonable reserve for depreciation, property improvements, repairs on income producing property, and depletion of natural resources as may from time to time be deemed advisable by the Trustee. The Trustee may also set aside and keep on hand whatever cash reserves deemed appropriate for expenses, emergencies and compensation for Trustee services.

10. BORROWING AND ENCUMBERING: The Trustee shall have power to borrow money for any Trust purpose upon such terms and conditions as the Trustee, in his sole discretion, deems proper, and to obligate the Trust estate and encumber Trust property as the trustee deems advisable. Further, the Trustee is authorized and empowered to obligate the Trust estate in whatever form the Trustee deems appropriate, and to act as a third party guarantor to guarantee private borrowings of the Settlor, or either of them, during their respective lifetimes. However, if there is a Survivor's Trust, such guarantee may be made for the surviving Settlor only from the Survivor's Trust.

11. LOANS: The Trustee shall have power to advance or loan funds from the Trust estate to any Trust created hereunder, to secure such loan as may be deemed advisable, to charge interest at current rates, and to repay such loan from the borrowing Trust's principal or income. The Trustee may also make advances and/or loans to original or successor beneficiaries named herein, under such terms as the Trustee may, in his discretion, deem appropriate. In all such matters, the judgment of the Trustee shall be binding on all concerned.

12. DISTRIBUTIONS: The Trustee shall have power to distribute principal and earnings, in cash or in kind, to any beneficiary in such manner as prescribed herein or, lacking specific directives herein, as the Trustee, in his discretion, deems advisable.

a) A MINOR OR INCOMPETENT: If the beneficiary is a minor or incompetent, or a person whom the Trustee deems unable to properly manage such distributions, the Trustee may make such distributions in any one or a combination of the following ways: 1) Directly to the

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beneficiary; 2) to a guardian, conservator or fiduciary responsible for the beneficiary and his or her estate; 3) to any person or organization furnishing support for the beneficiary; and 4) by the Trustee retaining principal and making payments directly for the support of the beneficiary. In any case, the Trustee shall not be required to see to the application of any funds so paid or applied if disbursed in the good faith and best judgment of the Trustee. The Trustee may, however, in his sole discretion, require an accounting to assure that such distributions have been faithfully applied to the benefit of said beneficiary.

13. FUNERAL EXPENSES: The Trustee shall have power to pay for the last illness, funeral and burial expenses of either Settlor or of any beneficiary unless adequately provided for through his or her probate estate.

14. NOTIFICATION TO TRUSTEE: The Trustee shall have power to make decisions affecting beneficiary rights and/or distributions based upon written notification delivered to the Trustee of any date, birth, marriage, death or event. The Trustee shall bear no liability for acts made or omitted in good faith, when based upon information received.

15. EVALUATION OF ASSETS: The Trustee shall have power to make a valuation of Trust assets from time to time and to determine the value of any distribution. Such valuations shall be in the best judgment of the Trustee, and shall be binding and conclusive upon all beneficiaries.

16. DIVISION OF ASSETS: The Trustee shall have power to divide the Trust estate and to allocate portions to trusts created hereunder, and to create beneficial shares and make distributions to beneficiaries. The Trustee may make such allocations or distributions in cash or in kind, or in part cash and part kind, or in undivided interests, in such manner as the Trustee in his sole and absolute discretion deems advisable. Further, the Trustee may sell such property as he deems necessary or appropriate when making such divisions.

a) CONSOLIDATED TRUST FUNDS: The Trustee shall not be required to make physical division of the Trust property, except if necessary for distribution, but may maintain and hold assets of any separate Trust or any beneficial share in one or more consolidated Trust funds, with such entries made on the Trustee's books of account. Each separate Trust or share shall be entitled to its proportional share of principal and income from such consolidated funds, and shall be charged with its respective portion of expenses.

17. USE OF A PRINCIPAL RESIDENCE: The Trustee, upon the death of the decedent Settlor, shall allow the surviving Settlor to occupy and use, until his or her death, the home that was the Settlor's principal residence. The Trustee shall, at the discretion of the surviving Settlor, sell the home and purchase or build another, or rent the home to a beneficiary or a third party and

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make other arrangements for the surviving Settlor's housing as Trust funds permit. Such surviving Settlor shall not be required to pay rent for the use of such home or housing.

a) UPON DEATH OF SURVIVING SETTLER, the principal residence or home of the surviving Settlor may, at the discretion of the Trustee, be retained in the Trust estate for use by one or more successor beneficiaries, or their children, or it may be sold to any qualified buyer, or rented to a third party. It is understood, however, that a beneficial interest in the home may for a period of time be held by the Trustee for one or more successor beneficiaries who may or may not be living in the home, and that any such home or interests therein that is retained by the Trustee shall be part of the principal of the Trust estate or trusts created hereunder. All taxes, insurance, maintenance and expenses concerning such home shall be paid from the respective Trust estate(s).

18. POWER TO PROBATE TRUST ASSETS: Notwithstanding other provisions of the Trust, the Trustee shall have sole discretion, if he deems it in the best interest of the beneficiaries, to direct the Executor of the Will of either or both of the Settlor's to subject all or part of the Trust estate to the jurisdiction of the Probate Court.

19. ESTATE TAXES: The Trustee, upon the death of either Settlor or of any successor beneficiary, may pay at his discretion from the Trust estate any inheritance, estate, succession or other death taxes, duties, charges or assessments and costs, including Trustee's compensation and attorney's fees, unless other provisions have been made for such expenditures.

20. TAX PLANNING: The Trustee, in the performance of his responsibilities herein, shall have absolute discretion to take any action or make any election or decision in his efforts to minimize the estate tax liabilities of either Settlor's estate, the income tax liability on the Trust estate or any trusts created hereunder, and the tax liability of any beneficiary or group of beneficiaries.

21. LITIGATION: The Trustee, at his discretion, may initiate or defend any legal action with respect to the Trust or Trust estate, and is authorized to pay for such legal fees and expenses out of the Trust estate.

A) MAY COMPROMISE CLAIMS: The Trustee may, at his discretion, adjust, compromise or settle any claims or litigation against or in favor of the Trust.

22. CO-TRUSTEES MAY ACT INDEPENDENTLY: Notwithstanding other provision wherein to the contrary, any Co-Trustee of this Trust or any Trust created hereunder shall have

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power to perform all acts and duties of a Trustee as granted under this Trust, and shall be authorized to act independently of the other Co-Trustee(s). However, so long as the original Settlers are also serving as Co-Trustees of this Trust, and so long as they share a community property interest in real property, they shall continue to act jointly in respect to all decisions involving community real property.

WITNESS HEREOF:

I, THE UNDERSIGNED Settlor, have read the provisions of this Trust, and understand the provisions herein, including provisions respecting our right to enter into contracts with each other in accordance with community property and separate property laws, and it is our intent to enter into this Trust as written.

THEREFORE, the provisions of this Trust shall bind the undersigned Settlor, and the undersigned Trustee, as well as any Successor Trustees assuming the role of Trustee hereunder, and all beneficiaries of this Trust and their successors and assignees.

Dated and signed at Las Vegas, this 1st day NOVEMBER, 1996.

SETTLOR/TRUSTEE:

Walter J. Matthews
Walter J. Matthews

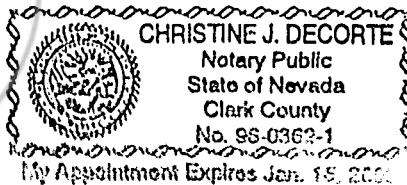
CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF NEVADA)
)
COUNTY OF Clark) ss.

On NOV 01 1996 before me Christine J. Decorte, personally appeared Walter J. Matthews, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal:

Signature Christine J. Decorte



(This area for official notary seal)

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ATTESTATION

The above Declaration of Trust, was on the above date executed and acknowledged by Walter J. Matthews, in the presence of each of us, and at the same time, we, at their request, in their presence and in the presence of each other, hereunto subscribed our names as witnesses thereto; this attestation clause having been first read aloud; and we hereby certify that at the time of execution hereof to the best of our knowledge the above named individuals are of legal age or older, of sound mind, and under no constraint or under influence; and that each witnesses is of legal age or older.

1. Carina Blanco of 2312 SOUTH 6TH ST, Las Vegas NV 89104
Witness Signature

Lena Battistone of 1390 VEGAS VALLEY DR #27 LAS VEGAS NV. 89109
Witness Signature

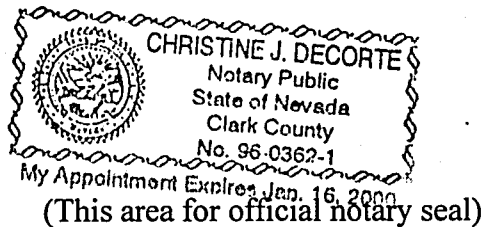
3. _____ of _____
Witness Signature

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF NEVADA)
COUNTY OF Clark)ss.

On NOV 01 1996 before me Christine J Decorte,
personally appeared CARINA BLANCO + LENOIA BATTISTONE,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal:
Signature Christ J Decorte



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REQUESTED BY
Walter Matthews
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER

\$17⁰⁰ PAID k2 DEPUTY