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When recorded, return to:
George M. Keele
1692 County Road
Minden NV 89423

**CERTIFICATE OF THE
FIRST AMENDED DEAN SEEMAN TRUST, AS AMENDED**

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

THE UNDERSIGNED hereby swears (or affirms) under penalty of perjury, that the following assertions are true of his own personal knowledge:

1. Identifying Number and Name of Trust. DEAN SEEMAN, social security number [REDACTED] 7683, as Grantor and Trustee, executed the First Amended Dean Seeman Trust on October 2, 1990, thereby creating a revocable living trust identified as The First Amended Dean Seeman Trust (hereinafter the "Trust Agreement"). The Grantor and Trustee executed the First Amendment to the Trust Agreement on March 31, 1999, and the Second Amendment to the Trust Agreement on May 4, 1999.

2. Identification of Successor Trustees.

Should DEAN SEEMAN become unable because of death, incompetency, or other causes, to serve as trustee, then DOREEN I. STARICHA shall serve as successor trustee. Should both DEAN SEEMAN and DOREEN I. STARICHA become unable because of death, incompetency, or other causes to serve as trustee, or successor trustee, then A.G. EDWARDS TRUST COMPANY, shall serve as successor trustee of all trusts provided for in the Trust Agreement. Consistent with Section Seven of the Trust Agreement, the successor trustee shall be entitled to be compensated from the trust corpus or income at its customary hourly rate, with any compensation for extraordinary services to be applied for by the successor trustee, reviewed in a non-filed proceeding by one of the two judges of the Ninth Judicial District Court of the State of Nevada in and for the County of Douglas, and allowed or modified as the judge in his or her sole discretion deems reasonable.

3. Powers of Trustees.

(a) INVESTMENT DURING LIFE OF TRUSTOR. During the life of DEATH SEEMAN, the trustees are authorized to retain in the trusts provided for in the Trust Agreement, for so long as the trustees may deem advisable and in the best interests of such trusts, any property received by trustees from trustors.

(b) MANAGEMENT OF TRUST PROPERTY. Subject to any limitations stated elsewhere in this instrument, the trustees are vested with the following powers concerning the management of trust property, in addition to any power now or hereafter conferred by law affecting the trust and the trust estate:

(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.

(2) To invest and reinvest the trust estate in every kind of property, real, personal, or mixed, and every kind of investment.

(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; to create restrictions, easements, and other servitudes; to compromise claims existing in favor of or against the trust; to carry insurance 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; 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 for repayment.

(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.

(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.

(8) To hold securities or other property in the name of the trustees, or of their nominee, with or without disclosure of this trust.

(9) To have all the rights, powers and privileges of an owner with respect to the securities held in trust.

(10) To take any action and to make any election, in the trustees' discretion, to minimize the tax liabilities of this trust and its beneficiaries.

(11) 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 the trustor.

(12) 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.

(c) DEALING WITH ESTATES. The trustees are authorized to lend money to the probate estate of the trustor, provided that such loan shall be adequately secured and shall bear a reasonable rate of interest. Trustees are authorized to sell trust property to the executor or other representative of the estate of either of the trustors at a price not in excess of its fair market value as determined by an independent appraisal.

The following provisions shall govern the administration of this Trust when Edward Jones Trust Company is serving as a Trustee:

A. Trustees' Permitted Activities. the Trustee and any individual or entity with which they are associated or affiliated in any way (including, but not limited to, any such individual or entity associated or affiliated through any direct or indirect ownership interest of any sort), (each of which is an "Authorized Party" under the Trust Agreement) may deal in their own interest

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with any trust estate created in the Trust Agreement. The Trustees may deal between such trust estate and themselves or any other Authorized Party in any principal or agency transaction, either party acting in any capacity (including, but not limited to, acting as trustee, personal representative, employee, agent, or partner), in buying, selling, pledging, leasing, and exchanging assets, in furnishing or receiving goods, services, or facilities, and in borrowing or lending funds or participating in other extensions of credit when, in their sole discretion, such transaction shall be to the benefit of the trust estate. The foregoing shall apply regardless of any compensation, gain, or profit derived by any Authorized Party acting in any capacity in connection with any such transaction.

Any Authorized Party may furnish services to any trust estate created in the Trust Agreement in any capacity as may be necessary or desirable in the Trustees' sole discretion for the proper management, protection, and sale or other disposition of any part of the trust property, and may receive and retain customary and reasonable compensation for services in any such capacity. The Trustees shall act without bond or security and shall not account to any court.

In the event that any person employed by an Authorized Party shall also be acting as an officer or director of any corporation in which the trust may own stock or other securities or as an officer or director of any affiliate of such corporation or may be a candidate for election as such officer or director, such person may act as such officer or director and receive compensation therefor in the same manner as if he were not employed by an Authorized Party and shall not be disqualified from voting for his election to such office or for membership on said board of directors for the reason that he is employed by an Authorized Party, or for the reason that he may be receiving compensation for serving in any such capacity.

Grantor hereby acknowledges that A.G. Edwards, Inc., any successor to it, and each of its subsidiaries and affiliates is an Authorized Party as defined in this paragraph and that the foregoing provisions are applicable to A.G. Edwards, Inc., any successor to it, and each of its subsidiaries and affiliates. During such time as A.G. Edwards Trust Company (or any other authorized Party that is associated or affiliated in any way with A.G. Edwards Trust Company) is serving as a Trustee under the Trust Agreement, except as may otherwise be provided in the Trust Agreement, Grantor hereby directs the Trustee to engage A.G. Edwards, Inc., any successor to it, or such of its subsidiaries or affiliates as shall provide services required by the Trustees; except that the Trustees shall not be required to engage A.G. Edwards, Inc. or any of its subsidiaries or affiliates to effect principal transactions in securities.

B. Delegation of Powers. At any time and from time to time, the corporate Trustee may delegate to any Co-Trustee or any

other individual or entity, including, but not limited to A.G. Edwards, Inc., any successor to it, and any of its subsidiaries and affiliates, and any individual Trustee may delegate to the corporate Trustee, any or all of the delegating Trustee's powers and authorities conferred upon such Trustee by law or by the Trust Agreement; provided that a power or authority that is specifically conferred upon a Trustee (to the exclusion of any other Trustee or any other person or entity) shall not be delegated. The delegating Trustee may at any time revoke such delegation. Such delegation or revocation shall be evidenced by an instrument in writing signed by the delegating Trustee, acknowledged, and delivered to the Trustee or other person or entity to whom the delegation is made and a copy shall be filed with the records pertaining to the trust involved. So long as any such delegation is in effect, any power or authority hereby delegated may be exercised by the Trustee or other person or entity to whom such delegation was made with the same force and effect as if the Trustee delegating such power or authority had itself joined in the exercise of such power or authority in the taking of such action.

C. Corporate Trustee's Fees. A.G. Edwards Trust Company, and any successor corporate Trustee hereunder, shall be entitled to receive compensation for its services in accordance with its published schedule of charges in effect at the time such services are rendered. In addition to the foregoing fees, compensation may be paid to any Authorized Party and to any special Trustee in accordance with the provisions of the Trust Agreement. Any Authorized Party shall also be entitled to receive and retain from any money market fund or similar entity payments as authorized under Rule 12b-1 of the Investment Company Act, in connection with the distribution of such fund's or entity's securities.

D. No Review of Prior Trustee's Actions. No successor Trustee hereunder shall have any duty or responsibility to audit or review the actions or accounting of its predecessor Trustees, each successor Trustee hereunder being expressly relieved from any and all liability or responsibility for the actions or failure of any such predecessor.

E. Special Trustees. The Trustees (herein "primary Trustees") are authorized to appoint a person or qualified corporation at any time to act as special Trustee for the administration of property with respect to which the primary Trustees shall make the determination, in their discretion, that they are not eligible to act or cannot administer in a practicable manner. The primary Trustees may at any time revoke such appointment. So long as any such appointment is in effect, any power or authority hereunder that would be exercisable by the primary Trustees with respect to the assets to be administered by

the special Trustee, if the primary Trustees were subject to no restriction or limitation with respect to the administration of such assets, may be exercised by the special Trustee with the same force and effect as if the primary Trustees had themselves taken such action in the absence of any such restriction or limitation. The special Trustee shall act without bond or security and shall not account to any court. The special Trustee may receive and retain customary and reasonable compensation for services in such capacity in addition to the compensation to which the primary Trustees are entitled under the Trust Agreement.

F. Termination of Small Trusts. If at any time the trust estate or any of the separate shares thereof created hereunder shall, in the sole judgment of the Trustees, be of the aggregate principal value of Fifty Thousand Dollars (\$50,000) or less, the Trustees, in their discretion, may pay over the then principal of such trust or share thereof and the undistributed income, if any, to the person or persons then entitled to receive or benefit from the income therefrom in the proportions in which they are entitled to such income, and such trust or share thereof shall thereupon terminate, notwithstanding any provision to the contrary in the Trust Agreement.

G. Approval of Accountings. Prior to delivering trust assets to a successor Trustee or to making any partial or complete distribution of principal thereunder (other than a distribution that is made in the exercise of the Trustees' discretion and does not terminate the trust), the Trustees may require an approval of the Trustees' accounts and a release and discharge from all beneficiaries having an interest in the distribution, or may require court settlement of such accounts. All of the Trustees' fees and expenses (including attorneys' fees) attributable to court approval of such accounts shall be paid by the trust involved to the extent that the accounts are approved.

H. Appointment of Successor Corporate Trustee. Any corporate Trustee hereunder may resign as to any separate trust hereunder by delivering its written resignation to a majority in interest of the beneficiaries to whom income from such separate trust may then be paid hereunder. A majority in interest of the beneficiaries then entitled to receive income from such separate trust hereunder may, without liability to any present or future beneficiary of any trust created hereunder, approve the accounts of and give a full and complete release and discharge to any resigned corporate Trustee hereunder and, upon approval of the accounts of a resigned corporate Trustee, shall appoint any bank or trust company having a combined capital and surplus of not less than One Million Dollars (\$1,000,000), wherever located, as successor Trustee. Such persons have the right without the

concurrence of any remainderman or other party in interest to determine on behalf of all beneficiaries the propriety of giving any such approval, release and discharge, notwithstanding that their interest may possibly be or become adverse to those of other beneficiaries. Such approval, release and discharge shall have the same effect as a final decree of a court of competent jurisdiction. The legal representative of the estate, parent or guardian of any beneficiary under disability shall receive notice for and may act on behalf of such beneficiary under this paragraph.

I. Definitions. Unless the context otherwise requires, whenever the term "Trustees" or "Trustee" is used in the Trust Agreement, it shall mean the Trustees or Trustee then qualified and acting as such. Where required by the context thereof, singular nouns and pronouns shall be construed as plural, plural nouns and pronouns as singular and the gender of personal pronouns shall be construed as masculine, feminine or neuter.

J. Nonpublic Information; No Duty to Act. The Trustees shall be under no duty and shall not be liable to any beneficiary for failure to buy, sell or engage in any transaction directly or indirectly involving securities concerning which the corporate Trustee, in its corporate capacity or through an Authorized Party as defined in the Trust Agreement, may have acquired any information which has not been disclosed to the public.

K. Governing Law. The Trust Agreement shall be construed, administered, governed and its validity determined in all respects by the laws of the state of the domicile of the trustee.

L. Grantor Revocable Trusts. The Grantor reserves the right to direct the Trustee to invest trust assets into such assets, including mutual funds, if any, as may be approved from time to time by the Trustee. Trustee shall have investment authority over trust assets which are not directed by this or other provisions of the Trust. At the incapacity or death of the Grantor, the Trustee shall have investment authority over all trust assets and thereafter retain, increase, decrease or eliminate such investments. The Trustee may at any time sell any of the Grantor-directed investments without the authorization of the Grantor if the Trustee determines that such sale is appropriate to generate liquidity for the administration of the Trust. The Grantor further reserves the right to appoint a third party to direct the Trustee to make the above-described investments. Grantor acknowledges that mutual funds have costs for investment, administration, distribution and otherwise and that third-party investment advisors have their own fees, which might not be incurred for other investments, and acknowledges that Trustee or its affiliates may receive payments from mutual funds or their affiliates in connection with the funds sold to

the trust. Recognizing such costs and payments, Grantor authorizes Trustee to charge its fees per its published fee schedule on all assets of the trust. Grantor acknowledges that Trustee shall not be responsible for any costs, liabilities or losses incurred as a result of following the Grantor's directions on investments.

DEAN SEEMAN, the Grantor and Trustee of The First Amended Dean Seeman Trust Agreement, as amended, under the terms of the Trust Agreement, hereby certifies that this **Certificate of The First Amended Dean Seeman Trust, as amended**, is an accurate summary of the provisions of the Trust Agreement, that the Trust Agreement has not been revoked or amended to make any representations contained herein incorrect, and that the signatures below are of all the currently acting Trustees designated under the terms of the Trust Agreement identifying the trust, naming the Trustee 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 4 day of May, 1999.

Dean Seeman
DEAN SEEMAN
GRANTOR AND TRUSTEE

STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on May 4, 1999,
by DEAN SEEMAN.

Mary E. Baldecchi
NOTARY PUBLIC



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REQUESTED BY
George M Keel
IN OFFICIAL RECORDS OF
DOUGLAS CO.: NEVADA

'99 MAY -5 P12:20

LINDA SLATER
RECORDER

\$15⁰⁰ PAID K2 DEPUTY

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