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Recording Requested By:)
 FRANK E. DeNOEWER, ESQ.)
 When recorded return to:)
 ✓ William D. Bandes)
 P.O. Box 805)
 Zephyr Cove, NV 89448)

ABSTRACT OF THE WILLIAM D. BANDES SEPARATE PROPERTY TRUST AGREEMENT, AS AMENDED AND COMPLETELY RESTATED TO DATE

Trustor: WILLIAM D. BANDES

Trustee: WILLIAM D. BANDES

Successor Trustee: LISE A. St. ANDRE

Next Successor Trustee: JUDITH SEID

Next Successor Trustee: EVELYN MAST

Date of Trust: DECEMBER 17, 1982

The following provisions are found in the WILLIAM D. BANDES SEPARATE PROPERTY TRUST AGREEMENT, as amended and completely restated to date and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with any Trustee or Successor Trustee of the Trust:

1. The Trust is named.
2. Certain statements and definitions are made.
3. All of the property held in the name of the Trustor or held in the name of the Trust constitutes the original Trust Estate.
4. The Trust property is the sole property of the Trustor. The legal description of the real property that is part of the Trust Estate is described as follows:

(a) A 50% Tenant-in-Common interest in the real Property located at 6413 El Porto Lane, Citrus Heights, California, 95621, and legally described as follows:

Lot 96, as shown on the revised Plat of Crosswoods Unit No. 8, recorded in Book 137 of Maps, Map No. 1,

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records of said County.

Assessor's Parcel Number 229-0880-017

(b) All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

PARCEL NO. 1

Lot 130 as shown on the official plat of "PINEWILD UNIT NO. 2, A CONDOMINIUM", filed for record in the office of the County Recorder, Douglas County, Nevada, on October 23, 1973 as Document No. 69660.

PARCEL NO. 2

The exclusive right to the use and possession of those certain patio areas adjacent to said units designated as "Restricted Common Area" on the Subdivision Map referred to in Parcel No. 1 above.

PARCEL NO. 3

An undivided interest as tenants in common as such interest is set forth in Book 377, at Page 417 thru 421, of the real property described on the Subdivision Map referred to in Parcel No. 1 above, defined in the Amended Declaration of Covenants, Conditions and Restrictions of PINEWILD, A CONDOMINIUM project, recorded March 11, 1974, in Book 374 of Official Records at page 193, and Supplement to Amended Declaration of Covenants, Conditions, and Restrictions of Pinewild, a Condominium Project, recorded March 9, 1977 in Book 377 of Official Records at Page 411, as Limited Common Area and thereby allocated to the unit described in Parcel No. 1 above, and excepting unto Grantor non-exclusive easements for ingress and egress, utility services, support encroachments, maintenance and repair over the common areas defined and set forth in said Declaration of Covenants, Conditions and Restrictions.

PARCEL NO. 4

Non-exclusive easements appurtenant to Parcel No. 1 above, for ingress and egress utility services, support encroachments, maintenance and repair over the Common Areas defined and

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set forth in the Declaration of Covenants, Conditions and Restrictions of PINEWILD, more particularly described in the description of Parcel No. 3, above.

Assessor's Parcel Number 05-212-79

5. The Trust contains dispositive provisions. During the lifetime of the Trustor he shall receive the entire net income from the Trust Estate. Upon the death of the Trustor, the Trust Estate shall be held, administered, and distributed to certain specified heirs of the Trustor.

6. The Trust may terminate upon the death of the Trustor and within the period required by the rule against perpetuities.

7. The Trust contains spendthrift provisions which do not apply to the Trustor.

8. To carry out the purposes of the Trust, subject to any limitations stated elsewhere in the Trust, the Trustee is vested, without necessity of application to any Court, with the powers listed below as well as any powers conferred by law. The enumeration of certain powers in the Trust shall not limit the Trustee's powers. The Trustee shall have all the rights, powers, and privileges that an absolute owner of the same property would have, subject to the Trustee's fiduciary obligations and to any limitations stated elsewhere in the Trust.

A. The Trustee may, in the Trustee's discretion, invest and reinvest Trust funds in every kind of property (real, personal, or mixed) and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies, and mutual funds; life insurance policies; notes, real estate, bonds, debentures, mortgages, deeds of trusts, mortgage participations, market funds and index funds appropriate under the then-prevailing circumstances (specifically including, but not limited to, the factors set out in Probate Code Section 16047(c)):

1. General economic conditions.
2. The possible effect of inflation or deflation.
3. The expected tax consequences of investment decisions or strategies.
4. The role that each investment or course of action plays within the overall Trust portfolio.
5. The expected total return from income and the appreciation of capital.

6. Other resources of the beneficiaries known to the Trustee as determined from information provided by the beneficiaries.

7. Needs for liquidity, regularity of income, and preservation or appreciation of capital.

8. An asset's special relationship or special value, if any, to the purposes of the Trust or to one or more of the beneficiaries.

In so doing, the Trustee shall exercise care, skill, and caution to attain the Trustor's goals under this instrument. The Trustee shall consider individual investments as part of an overall investment strategy having risk and return objectives reasonably suited to the purposes of the Trust. The Trustee's investments may include stock in, or any common trust fund administered by, the Trustee or stock in any entity owned by the Trustee or that owns the Trustee. The Trustee also shall have the power to establish and maintain margin accounts; and to buy or sell options, puts, and calls.

B. The Trustee may, in the Trustee's discretion, 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 for as long as the Trustee considers advisable.

C. The Trustee may, in the Trustee's discretion, retain, purchase, or otherwise acquire unproductive or underproductive property.

D. The Trustee shall have all the rights, powers, and privileges of an owner of the securities held in Trust, including, but not limited to, the powers to:

- (1) Vote, give proxies, and pay assessments;
- (2) Participate in voting trusts and pooling agreements and enter into shareholders' agreements, including, but not limited to, buy-sell agreements and close corporation and S corporation shareholders' agreements;
- (3) Consent to foreclosures, reorganizations, consolidations, mergers, and liquidations;
- (4) Deposit securities with and transfer title to any protective or other committee on any terms that the Trustee, in the Trustee's discretion, considers advisable; and
- (5) Exercise or sell stock subscription or conversion rights.

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E. The Trustee may, in the Trustee's discretion, hold stocks and other securities in the Trustee's name as Trustee under this Trust, in a nominee's name, or in the name of the broker who handled the asset purchase (commonly called "street name"). The Trustee may also, in the Trustee's discretion, hold unregistered securities in "bearer" form, which enables ownership of the shares to pass by delivery.

F. The Trustee may, in the Trustee's discretion, acquire or dispose of Trust property (for cash or credit), at public or private sale or by exchange; manage, control, divide, develop, improve, exchange, partition, change the character of, repair, alter, or abandon Trust property; encumber, mortgage, or pledge Trust property for a term within or beyond the term of the Trust in connection with the exercise of any power vested in the Trustee; and grant options on Trust property.

The powers granted in this clause parallel and summarize those conferred in the California Probate Code and are not intended to limit the powers now or hereafter conferred by law.

G. The Trustee may, in the Trustee's discretion, lease Trust property for terms within or beyond the term of the Trust for any purpose, including exploration for and removal of gas, oil, minerals, and geothermal energy, and may enter into community oil leases, pooling, and unitization agreements.

H. The Trustee may, in the Trustee's discretion, lend money to the probate estate of the Trustor, regardless of whether the Executor of that estate and the Trustee of this Trust are the same person or entity.

I. The Trustee may, in the Trustee's discretion, purchase property at its fair market value from the probate estate of the Trustor.

J. The Trustee may, in the Trustee's discretion, do the following:

(1) Lend or advance the Trustee's own funds to the Trust for any Trust purpose, with interest at current rates;

(2) Receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the Trust;

(3) Purchase assets of the Trust at their fair market value; and

(4) Sell property to the Trust at a price not in excess of its fair market value.

K. The Trustee may, in the Trustee's discretion, take any action and make any election to minimize the tax liabilities of (1) any Trust created by this instrument and (2) the Trust's beneficiaries. The Trustee shall make adjustments between the income and principal accounts, to compensate for the consequences of any tax election or investment or administrative decision that has directly or indirectly benefited one beneficiary or group of beneficiaries over others.

L. The Trustee may, in the Trustee's discretion, borrow money and encumber Trust property by mortgage, deed of trust, pledge, or otherwise, for the debts of the Trust, the joint debts of the Trust and a co-owner of the property in which the Trust has an interest, or the Trustor's debts or to guarantee the Trustor's debts.

M. The Trustee may, in the Trustee's discretion, initiate or defend, at the expense of the Trust, any litigation that the Trustee considers advisable relating to the Trust or any property of the Trust Estate. The Trustee's powers under this paragraph shall apply during the term of the Trust and after distribution of Trust Assets. The Trustee shall have no duties, however, regarding any litigation or claims occurring after distribution of Trust Assets, unless the Trustee is adequately indemnified by the distributees for any loss occasioned by exercise of the powers.

N. The Trustee may compromise, submit to arbitration, abandon, or otherwise adjust any claims or litigation against or in favor of the Trust, as long as the Trustee determines, in the Trustee's discretion, that such action will be beneficial to the Trust.

The Trustee's powers under this clause shall apply during the term of the Trust and after distribution of Trust Assets. The Trustee shall have no duties, however, regarding any claims or litigation occurring after distribution of Trust Assets, unless the Trustee is adequately indemnified by the distributees for any loss occasioned by exercise of the powers.

O. The Trustee may, in the Trustee's discretion, carry, at the expense of the Trust, insurance of the kinds and in the amounts that the Trustee considers advisable to protect the Trust Estate against any hazard and the Trustee personally against liability with respect to third persons.

P. The Trustee may, in the Trustee's discretion, inspect from time to time or monitor any property held as part of the Trust Estate in order to determine compliance with any law, regulation, or ordinance that may or does affect the property. This power specifically includes the power to inspect assets controlled by any business enterprise held by the Trustee.

Q. When an event occurs on which the Trustee is required to

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divide or distribute Trust property, the Trustee may delay the division or distribution of all or part of the property (without later payment of interest) for the period of time necessary to ascertain and provide for the payment of any tax, claim, or other liability, contingent or otherwise, against the property. During this period, the Trustee may pay the net income of the Trust to the beneficiaries entitled to it, and any income not distributed shall, on resolution of any tax claim or other liability, be payable to the person entitled to it immediately after income is received by the Trustee. The provisions of this paragraph shall not be deemed to postpone or defer the vesting of any interest created by the dispositive clauses of the Trust.

R. Except as otherwise provided elsewhere in this Trust instrument, in any case in which the Trustee is required to separate any Trust property into parts or shares, whether by division, partition, allotment, allocation, or distribution, or otherwise, the Trustee is authorized to make such separation of the Trust Estate in undivided interests, in kind, or partly in money and partly in kind, either prorata or nonprorata, at reasonable values determined as of the date or dates of separation, and to sell property as the Trustee considers advisable in order to effect such separation.

9. The Trustee is prohibited from disposing of Trust assets for an inadequate consideration and from lending Trust assets without both adequate security and interest.

10. The Successor Trustee is to be compensated for his services.

11. The following are named as Trustee and Successor Trustees:

Trustee: WILLIAM D. BANDES

Successor Trustee: LISE A. St. ANDRE

Next Successor Trustee: JUDITH SEID

Next Successor Trustee: EVELYN MAST

12. Procedures for operation of the Trust by the Trustee and the Successor Trustee are set forth. Procedures for substitution and resignation of a Trustee and designation of a Successor Trustee are also set forth.

13. The governing law for the Trust is set forth according to the laws of the State of California.

14. The Trust contains several miscellaneous provisions to

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William Bowdes
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