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Assessor's Parcel Number: _____

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✓ Name: WEGMAN HESSLER & VANDERBURG _____

Address: 6055 ROCKSIDE WOODS BLVD STE 200 _____

City/State/Zip CLEVELAND OH 44131 _____

Real Property Transfer Tax: \$ _____

REQUESTED BY
Wegman Hessler et al
 IN OFFICIAL RECORDS OF
 DOUGLAS CO., NEVADA
 2004 AUG 26 AM 10:41
 WERNER CHRISTEN
 RECORDER
 \$21⁰⁰ PAID *KJ* DEPUTY

MEMORANDUM OF TRUST

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

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MEMORANDUM OF TRUST

On the 18th day of August, 2004, a Trust identified as being the Karie L. Cahlik Trust Agreement dated August 18, 2004, was entered into between Karie L. Cahlik, the Grantor of the Trust, and Karie L. Cahlik, as Trustee. This Memorandum of that Trust is presented for recording.

1. Name and address of the Grantor:
Karie L. Cahlik
15811 Rapids Road
Burton, OH 44021
2. Name and address of the Trustee:
Karie L. Cahlik
15811 Rapids Road
Burton, OH 44021
3. The Trust document provides the following powers relative to the acquisition, sale, or encumbering of real property by the Trustee or the conveyance of real property by the Trustee, and any restrictions upon those powers:

ARTICLE IX Powers of Administration and Management

(a) Trustee Powers. In the administration of each trust estate created hereunder, the Trustee or any Successor Trustee shall have the following powers in addition to powers otherwise conferred upon the Trustee by law or by this Agreement, such powers to be exercised from time to time in the Trustee's sole discretion and without order of court:

(1) To hold, manage, sell, exchange, convey or transfer the trust property, and to lease or make contracts respecting such property for any term irrespective of the duration of the trust, all at such prices and upon such terms and conditions and in such manner as the Trustee shall determine;

(2) To retain without liability for depreciation or loss any investments originally received or purchased from me or from my estate, and to invest and reinvest all or any part of the trust property in stocks (both preferred and common), bonds, notes and other obligations of corporations, bonds or other interest-bearing obligations of the United States or any state or territory of the United States, or of any county, city, village, school district, or other legally constituted political taxing subdivision of any state or territory of the United States, shares in real estate trusts, mutual funds (either stock or bond mutual funds, including but not limited to international or global funds), and in any other kind of property, including real estate and common funds operated by any corporate Trustee or custodian hereunder, regardless of the proportion which any investment or any class or type of investment of similar character may bear to the value of the trust property hereunder and without being limited to the classes of investments which a trustee is authorized by law or any rule of court to make;

(3) To continue or permit the continuation of any business, incorporated or unincorporated, which I may own or in which I may have an interest at the time of my death; to liquidate, sell or dissolve such business at such time and upon such terms and conditions as the Trustee, in the Trustee's sole discretion, may determine; to incorporate or otherwise change the legal organization of such business; to form or reform a general or limited partnership with others (including any Trustee or beneficiary hereunder); to act as or to select other persons (including any Trustee or beneficiary hereunder) to act as directors, officers or other employees of any such business, such persons to be entitled to receive reasonable compensation in addition to any compensation as a Trustee hereunder; and to make such other arrangements in respect to such business as the Trustee shall determine;

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(4) To participate in reorganizations, recapitalizations, consolidations, mergers, exchanges, liquidations and creditors' and bondholders' agreements or any similar plan, to consent to such plan and any action thereunder or to any contract, lease, mortgage, purchase, sale or other action by any corporation or other business organization;

(5) To register or hold share certificates, bonds or any other trust property hereunder in the name of the Trustee's nominee, provided that the Trustee shall be responsible for the acts of the Trustee's nominee;

(6) To make advances and to borrow money upon such terms and conditions as the Trustee shall determine, to issue a promissory note or notes, and to secure the payment thereof by mortgaging or pledging any part or all of the trust property, including the power to borrow from and mortgage or pledge trust property to any Trustee, Successor Trustee or beneficiary hereunder;

(7) To exercise voting rights and issue proxies, which may be discretionary and with power of substitution, in connection with any stock or other securities held hereunder;

(8) To exercise rights and options to purchase shares of stock or other property, to borrow money for such purposes, and to sell or redeem fractional shares of stock or other property;

(9) To compromise, compound, release and discharge debts and claims of every kind, nature or description owing to or by any trust estate hereunder, and to pay taxes, expenses, costs and charges incurred or arising in connection with the administration and management of the trust property;

(10) To make any division or distribution hereunder in cash, in kind or in both, and to make any allocation of assets between trust estates established hereunder without regard to any requirement to effect a proportionate allocation of each asset and without the consent of any beneficiary, provided that any trust property so divided or distributed in kind shall be valued at its fair market value at date of distribution;

(11) To improve or develop real estate; to construct, alter or repair buildings or structures; to settle boundary lines; to grant easements and other rights; and to partition and to join with co-owners and others (including any Trustee or beneficiary hereunder) in dealing with real estate;

(12) To employ and rely upon the advice of brokers, agents, accountants and attorneys, including any such who may be a Trustee hereunder, and including any firm of accountants or attorneys with which the Trustee may be associated or in which he or she may be a partner;

(13) To receive additions to any trust estate hereunder and to hold and administer the same under the provisions hereof; provided, however, that if any property is accepted by the Trustee for addition to any trust estate hereunder, or if any trust property held hereunder is directed to be added to a particular trust estate hereunder, the Trustee may hold such property in one or more separate trust estates hereunder, subject to the identical terms and provisions of the trust estate to which it was directed to be added and may allocate such property disproportionately among the separate trust estates established by the division of any trust property otherwise allocable to a single trust estate hereunder to which such property is directed to be added, including an allocation of all of such property to one of such separate trust estates;

(14) To execute deeds, leases, transfers, assignments and any other instruments necessary to carry out the Trustee's powers hereunder;

(15) To use the principal of any trust estate hereunder to make loans to my estate and to purchase any of the assets of my estate, all on such terms and conditions as the Trustee determines to be in the best interests of such trust estate;

(16) To allocate and apportion receipts, gains, losses, disbursements and expenses to and between income and principal as the Trustee in the Trustee's sole discretion shall determine, notwithstanding the provisions of Ohio Revised Code Chapter 1340;

(17) To make payment of any income or principal otherwise payable to any beneficiary hereunder who is, in the sole judgment of the Trustee, incapable of managing financial affairs on account of illness, age, physical handicap, unavailability or for any other cause, either (i) to the parent or guardian of such beneficiary; (ii) to the person with whom or the institution in which such beneficiary resides; (iii) to the spouse or children of such beneficiary who are legally or in fact dependent upon such beneficiary for their maintenance, health, support and education; (iv) in the case of a beneficiary who has not attained twenty-one (21) years of age, by paying the same directly to such beneficiary or to a statutory custodian for such beneficiary; or (v) by applying the same for the benefit of such beneficiary, and the receipt of such permitted recipient or evidence of the application of such payment for the benefit of such beneficiary shall be a full discharge to the Trustee for such payment;

(18) To make payments or distribution of any income or principal payable to any beneficiary hereunder by directly depositing the payment or distribution into an account at any bank or savings institution carried in the beneficiary's name or jointly with another or others, but only upon receipt of written directions from the beneficiary;

(19) To add to principal whenever the Trustee determines it to be convenient any properly undistributed income of any trust estate hereunder;

(20) To use and expend the trust income and principal for the purpose of: conducting environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; taking all appropriate remedial action to contain, clean up, or remove any environmental hazard including a spill, release, discharge, or contamination, either on his own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; instituting legal proceedings concerning environmental hazards or contesting or settling legal proceedings brought by any local, state or federal agency concerned with environmental compliance, or by a private litigant; complying with any local, state, or federal agency order or court order directing an assessment, abatement, or cleanup of any environmental hazards; and employing agents, consultants, and legal counsel to assist or perform the above undertakings or actions. With respect to any closely-held business interests, to take all appropriate actions to prevent, identify, or respond to actual or threatened violations of any environmental law or regulation thereunder. The Trustee may withhold a principal distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustee against any claims filed against the Trustee as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder. The provisions of the preceding sentence shall not apply to the Grantor's spouse as the beneficiary of a trust which qualifies for a marital deduction in accordance with the provisions of Section 2056(b)(7) of the Code, or to a beneficiary of a trust which holds shares of stock in an S corporation;

(21) To purchase assets from the estate of the Grantor or any beneficiary or from any trusts created by the Grantor or any beneficiary, at their fair market value regardless of the fact that the Trustee may also be serving as executor, co-executor, or administrator of any such estate, or as trustee or co-trustee of any such trust. Any assets so purchased or any assets received by the Trustee hereunder, may be retained as an investment by the Trustee;

(22) To elect to receive any distribution payable to it under any qualified pension, profit sharing 401(k), IRA or similar retirement plan as a lump sum distribution or in installments;

(23) To enter into closing agreements with the Internal Revenue Service which bind the Trust and beneficiaries if deemed in the Trustee's absolute discretion to be in the overall best interests of the beneficiaries; and

(24) The Trustee may refuse to accept any property or any right, power, privilege or immunity with respect to any property if the Trustee, in its discretion, determines that such property, or interest in property, may cause the Trustee to incur liability under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended from time to time, or under any similar federal state or local law or regulation. The Trustee may also inspect Trust assets, to take action necessary to prevent or remedy environmental problems and to negotiate and settle environmental claims against the Trust or Trustee.

(b) Trustee Responsibility. During my lifetime and so long as the trust property comprises only assets having nominal value, the Trustee shall have no responsibility to make any investment or recommendation with respect thereto, or any responsibility to invest assets having a nominal value in income-producing property.

(c) Trustee in Fiduciary Capacity. The powers conferred upon the Trustee by this Trust Agreement and pursuant to law, singly and as a whole, are exercisable by the Trustee only in a fiduciary capacity. No such power shall be construed or exercised to enable any person to purchase, exchange, or otherwise deal with or dispose of the trust property hereunder for less than an adequate consideration in money or money's worth or to authorize loans of the trust property except on the basis of an adequate interest charge and with adequate security. No such power shall be construed or exercised to permit any distribution of income or principal to or for the benefit of any beneficiary hereunder which would discharge any legal obligation of any Trustee hereunder or of any person holding a power to remove or replace a Trustee hereunder.

(d) Powers Regarding Marital Deduction. Notwithstanding the generality of the foregoing powers of the Trustee, as to any trust estate hereunder or portion thereof which qualifies for the federal estate tax marital deduction or which my Executor has elected to qualify for such deduction:

(1) The Trustee shall not invest in or retain any unproductive asset therein for an unreasonable period of time without the written consent of my husband;

(2) The Trustee shall not make loans therefrom to my estate except for adequate and full consideration in money or money's worth and on the basis of adequate security and shall not use any property comprising such trust estate to purchase any of the assets of my estate except for fair market value as of the date of such purchase; and

(3) No power of administration and management herein conferred upon the Trustee regarding the allocation of receipts and disbursements to income and principal, the facility of payments to beneficiaries, or other matters, shall be construed to derogate from the right of my husband to receive the entire income thereof less charges legally allowable against said income.

(e) Appointment of Special Trustee. The Trustee may appoint and remove by written instrument containing such terms and conditions as the Trustee deems appropriate, any person or persons, bank, brokerage firm, or trust company, or combination thereof, as special Trustee to hold all or any part of the trust property which the Trustee determines, in the Trustee's sole discretion, he or she cannot because of legal limitations on the Trustee's powers, hold as Trustee hereunder, or which the Trustee deems inadvisable to

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hold for any reason. Such special Trustee, except as specifically limited by the appointing instrument, shall have all powers, duties and immunities herein granted to the Trustee with respect to the trust property held by such special Trustee. The Trustee shall not be liable for the neglect, omission or wrongdoing of any such special Trustee, provided that the Trustee shall have exercised reasonable care in the selection of such special Trustee.

(f) Trustee Associations. No trustee shall be prevented from serving in such capacity or prevented from performing any function or exercising any authority hereinbefore conferred upon him or her by reason of the fact that he or she is or may be interested as a director, officer, shareholder or otherwise, in one or more of the corporations which shall have issued securities held hereunder or in any corporation acting as Trustee hereunder, even though such interest may be affected thereby.

(g) Employment of Investment Advisors. The Trustee may employ one or more investment advisors, (including any such investment advisor who may be acting as a Trustee hereunder) to direct or assist the Trustee with respect to the investment and reinvestment of the trust property hereunder. Any such investment advisor shall be a qualified bank, brokerage firm, or trust company, or an investment advisor or investment advisory firm registered under the Investment Advisors Act of 1940. As to any investments or reinvestments made by the Trustee pursuant to the advice or direction of such investment advisor, the Trustee shall be liable only for neglect in the selection of the investment advisor. Furthermore, the Trustee may employ one or more custodians to have possession of any property which may comprise any trust estate held hereunder. Such custodian shall be a qualified bank, brokerage firm, or trust company, having a principal place of business within the United States.

(h) Conflict Issues. I understand that the exercise of the powers conferred upon the Trustee hereunder with respect to any business, incorporated or unincorporated, comprising trust property hereunder, may involve or appear to involve a conflict between the interests of the Trustee in the Trustee's fiduciary capacity hereunder and in other capacities. I have selected the Trustee and made provision for succession in the trusteeship with the certainty that any trustee serving hereunder will resolve appropriately any such real or claimed conflict of interest. As a result, I authorize the Trustee and the Trustee's successors to exercise the Trustee's powers hereunder in connection with any such business without regard to any such real or claimed conflict of interest. The Trustee shall not be charged with any liability, responsibility or accountability for any loss incurred by reason of any such real or claimed conflict of interest, unless the Trustee is found guilty of willful misconduct or bad faith.

(i) Trustee Authority. No person dealing with the Trustee shall be obligated to inquire into the Trustee's power or authority or into the validity of any act of the Trustee or be liable for the application of any money paid or loaned to the Trustee in the course of the management of the trust.

(j) Good Faith Disbursement. Until the Trustee receives written notice of any event upon which the right to payments under this Trust may depend, the Trustee shall incur no liability for disbursements made in good faith to persons whose interest may have been affected by that event.

ARTICLE XI Successor Trustees

The tenure of the Trustee, the appointment of the Trustee's successors and the powers, duties and immunities of Successor Trustees shall be determined as follows:

(a) Trustee Resignation. Any Trustee hereunder may resign at any time by written notice to me during my lifetime, and after my death by written notice to the adult, competent beneficiaries and the parent or guardian of any minor or incompetent beneficiaries who are then eligible to receive distributions of income hereunder.

(b) Trustee Removal. During my lifetime when I am not incapacitated, I retain the power to remove the Trustee or any Successor Trustee or Trustees by written instrument delivered to the Trustee being removed and accompanied by a written acceptance of the trust signed by the Successor Trustee.

(c) Appointment of Successor. In the event of such removal by me or if, during my lifetime, the Trustee or any Successor Trustee dies, resigns, becomes incapacitated, or is otherwise unable to serve as Trustee hereunder, the Successor Trustee shall be such person or persons, bank, brokerage firm, or trust company or combination thereof as is designated by me if I am then living and capable of so acting. After my death, or during any period of my life when I am unable, due to any mental or physical disability or otherwise, to remove the Trustee or any Successor Trustee or Trustees, my husband, Gregory A. Cahlik, if then living and capable of so acting, shall have the power to remove the Trustee or any Successor Trustee or Trustees by written instrument delivered to the Trustee being removed and accompanied by a written acceptance of the trust signed by the Successor Trustee.

(d) Named Successors. If a vacancy in the trusteeship occurs for any reason, the Successor Trustee shall be the first of the following who is, from time to time, available and capable of so serving:

- (i) My husband, Gregory A. Cahlik as First Successor Trustee;
- (ii) My brother, Mitch Jay Brown, 6716 Meadowlark Court, Lino Lakes, MN 55038 as Second Successor Trustee;
- (iii) Such person or persons, bank, brokerage firm, or trust company, or combination thereof, as is designated in writing by the law firm of Wegman, Hessler & Vanderburg, or its successor. Such trustee may include the law firm itself, or a partner, officer, director, shareholder, or employee of Wegman, Hessler & Vanderburg, or its successor.

(e) Corporate Trustee. In the event that any corporate trustee serving hereunder shall at any time be consolidated with, merged into, purchased by or in any other manner become a part of another corporation, then such other corporation shall be substituted in the place and stead of its predecessor.

(f) Successor Trustee. Upon the execution by a Successor Trustee of a written acceptance of successor trusteeship, the Successor Trustee, without further act, shall have all of the rights and powers and be subject to all of the duties and liabilities granted to the Trustee hereunder. The previous Trustee shall however, execute and deliver to the Successor Trustee such assignments or other instruments as may be necessary or advisable. No Successor Trustee shall be charged with any default occurring prior to such Successor Trustee's becoming a Trustee hereunder.

(g) Removal by Beneficiaries. A majority of the adult beneficiaries who are authorized to receive distributions of income from the trust property may remove any Successor Trustee upon three (3) months notice and to appoint in place thereof one or more individuals or a bank, brokerage firm or trust company, or combination thereof, to serve as Successor Trustee. Provided, however, that a Successor Trustee may not be removed prior to two (2) years of service unless for just cause.

(h) Limitation of Responsibilities. Each Successor Trustee is hereby relieved of any responsibility to inquire into the actions or inactions of any prior Trustee. Each Successor Trustee is entitled to rely upon the accounts of all prior Trustees and to determine conclusively that all assets turned over to the Successor Trustee by the prior Trustee are the entire assets of the trust estate. The Successor Trustee shall be under no obligation to search for additional assets.

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Signed and acknowledged in the presence of:

Keith Vanderburg

Jean Doran

Witnesses to Karie L. Cahlik

Karie L. Cahlik
Karie L. Cahlik, Grantor and Trustee

State of Ohio)
County of Cuyahoga) SS:

Sworn to and subscribed to before me, a Notary Public, and in for said county and state, personally appeared the above-named Karie L. Cahlik, who acknowledged that she did sign the foregoing instrument as Grantor and Trustee and that the same is her free act and deed. In testimony whereof, I have hereunto set my hand and official seal this 18th day of August, 2004.

Keith Vanderburg
Keith A. Vanderburg, Attorney
Notary Public – State of Ohio
My Commission Has No Expiration Date
O.R.C. Section 147.03

SEAL

✓ Instrument prepared by:
Wegman, Hessler & Vanderburg
A Legal Professional Association
6055 Rockside Woods Blvd., Ste. 200
Cleveland, Ohio 44131
Phone: 216-642-3342
Fax: 216-642-8826