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REQUESTED BY  
*George Keele*  
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DOUGLAS CO., NEVADA

2004 SEP 20 PM 12: 31

WERNER CHRISTEN  
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\$ *18.00* PAID *BC* DEPUTY

**CERTIFICATE OF THE  
SHURTLIFF FAMILY TRUST**

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

THE UNDERSIGNED hereby swear (or affirm) under penalty of perjury, that the following assertions are true of their own personal knowledge:

**1. Identifying Number and Name of Trust.** RICHARD BRYANT SHURTLIFF, social security number [REDACTED] 8962, and JANIS KATHERINE SHURTLIFF, social security number [REDACTED] 8499, as Trustors and Trustees, executed THE SHURTLIFF FAMILY TRUST AGREEMENT on *September 17*, 2004, thereby creating a revocable living trust identified as THE SHURTLIFF FAMILY TRUST.

**2. Identification of Successor Trustees.**

Should RICHARD BRYANT SHURTLIFF or JANIS KATHERINE SHURTLIFF become unable because of death, incompetency, or other causes, to serve as co-trustees, or should either of them resign as a co-trustee, then the remaining co-trustee shall serve as successor trustee of all trusts provided for in this agreement.

Should RICHARD BRYANT SHURTLIFF or JANIS KATHERINE SHURTLIFF become unable because of death, incompetency, or other causes, to serve as co-trustees, or should either of them resign as a co-trustee, then the remaining co-trustee shall serve as successor trustee of all trusts provided for in this agreement.

Should the remaining co-trustee, acting as successor trustee, become unable because of death, incompetency, or other cause, to serve as successor trustee, or should the successor trustee resign as trustee, MICHAEL TERRY SCHRAMM shall serve as successor trustee of all trusts provided for in this agreement. Should MICHAEL TERRY SCHRAMM become unable because of death, incompetency, or other cause, to serve as successor trustee, or should he resign as trustee, then KARI MARIE PECTOL shall serve as successor trustee of all trusts provided for in this agreement. Should KARI MARIE PECTOL become unable because of death, incompetency, or other cause, to serve as successor trustee, or should she resign as trustee, then CAREY SHURTLIFF shall serve as successor trustee of all trusts provided for in this agreement.

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Whenever two licensed, practicing medical doctors who are not related by blood or marriage to either trustor or to any beneficiary or trustee of this trust certify in writing that a person serving as trustee cannot discharge the duties of trustee because of mental or physical infirmity and the certificates are personally served upon that person, then the office of that person shall be deemed vacated and the alternate trustee provisions of this section shall apply. However, if after receipt of the certificates, the trustee alleged to be incompetent gives written notice to the person causing the certificates to be issued that he or she disagrees with the doctors, then the trustee shall continue in office unless he or she resigns or is removed by a court of competent jurisdiction. If a trustee has been removed and, at a later date, the removed trustee regains competency and can evidence said competency with written affidavits from two licensed, practicing medical doctors who are not related by blood or marriage to either trustor or to any beneficiary or trustee of this trust, and serves said affidavits upon the acting trustee, the removed trustee shall replace the acting trustee(s) and resume duties as trustee hereunder. Anyone dealing with the trust may rely upon written medical certificates, or a photocopy of them, presented by the successor trustee(s), or original trustee(s), and shall incur no liability to any beneficiary for any dealings by that person with any designated trustee(s) or successor trustee(s), provided that his or her reliance on said certificates is exercised in good faith. This provision is inserted in this document to encourage third parties to deal with any trustee or successor trustee(s) without the need for court proceedings.

In the event all trustees named in this Trust Agreement shall resign or otherwise be unable to act hereunder, the last surviving named trustee to resign or otherwise become unable to so act shall appoint a successor trustee. In the event such last surviving named trustee fails or is unable to make such an appointment, the beneficiaries hereunder shall secure the appointment of a successor trustee or trustees by a court of competent jurisdiction, at the expense of this Trust, which expense shall be borne proportionately by the respective trusts and shares then constituted.

Each individual or corporation becoming a successor trustee under this Trust, or any of the other trusts created herein, shall accept the office of trustee in writing. Acceptance shall take effect immediately upon delivery of such written acceptance to trustors, or the surviving trustor, during their lifetimes, and thereafter to any trustee hereunder; and if, for any reason, there shall be no trustee then serving, to any beneficiary hereunder, without the necessity of any other act, instrument, conveyance or means of transfer.

Whenever there is only one (1) trustee in office, the decision of the sole Trustee shall be binding; if there are two (2) trustees in office, they must act unanimously; and if there are more than two (2) trustees in office, a majority of the trustees shall be required to make any decision, undertake any action, or execute any documents affecting this Trust. Nevertheless, the trustees may form checking, savings or investment accounts that require only one trustee's signature to effect transactions for such an account.

### **3. Powers of Trustees.**

(a) INVESTMENT DURING JOINT LIVES OF TRUSTORS. During the joint lives of trustors, the trustees are authorized to retain in the trusts provided for in this 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, or either of them. After the death of the first of RICHARD BRYANT SHURTLIFF and JANIS KATHERINE

SHURTLIFF to die, the trustees are authorized to retain and maintain the family residence, or suitable replacement, together with furnishings and personal possessions for so long as the survivor occupies and uses the same.

(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. 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.

(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 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 trust 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 either 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.

(c) DEALING WITH ESTATES. The trustees are authorized to lend money to the probate estate of either trustor, provided that such loan shall be adequately secured and shall bear a reasonable rate of interest; the trustees are further authorized to purchase securities or other property at its fair market value as determined by the trustees in the trustees' discretion, from the probate estate of either trustor. 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.

RICHARD BRYANT SHURTLIFF and JANIS KATHERINE SHURTLIFF, the Trustors and Trustees of THE SHURTLIFF FAMILY TRUST AGREEMENT, under the terms of the Trust Agreement, hereby certify that this Certificate of THE SHURTLIFF FAMILY TRUST 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 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.

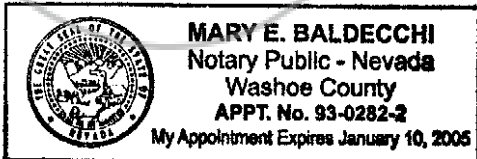
Dated this 17 day of September, 2004.

Richard Bryant Shurtliff  
RICHARD BRYANT SHURTLIFF  
TRUSTOR AND TRUSTEE

Janis Katherine Shurtliff  
JANIS KATHERINE SHURTLIFF  
TRUSTOR AND TRUSTEE

STATE OF NEVADA )  
                                  ) SS.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on Sept. 17, 2004, by RICHARD BRYANT SHURTLIFF and JANIS KATHERINE SHURTLIFF.



Mary E. Baldecchi  
NOTARY PUBLIC

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