

DOC # 0637740  
02/28/2005 12:18 PM Deputy: KLJ  
OFFICIAL RECORD  
Requested By:  
GEORGE KEELE

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

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 7 Fee: 20.00  
BK-0205 PG-10219 RPTT: 0.00



**CERTIFICATE OF THE  
DOWNS FAMILY 1996 TRUST, AS AMENDED AND RESTATED**

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.** GARY JAMES DOWNS, social security number [REDACTED]-4333, and ROSE MARIE DOWNS, social security number [REDACTED]-7161, as Grantors and Trustees, executed THE DECLARATION OF THE GARY JAMES DOWNS AND ROSE MARIE DOWNS 1996 FAMILY TRUST on June 12, 1996, thereby creating a revocable living trust identified as THE DOWNS FAMILY 1996 TRUST. On February 17, 2005, Grantors and Trustees executed THE AMENDMENT TO AND RESTATEMENT OF THE DOWNS FAMILY 1996 TRUST.

2. **Identification of Successor Trustees.**

A. GARY JAMES DOWNS or ROSE MARIE DOWNS Unable to Act. If, for any reason, GARY JAMES DOWNS or ROSE MARIE DOWNS shall resign or otherwise become unable to act as a Trustee, then the survivor of them shall serve as sole Trustee, with MICHAEL JAMES DOWNS and DIANA JOAN ROWE appointed to serve as a successor Co-Trustees to make decisions regarding the invasion of principal of an Irrevocable Credit By-pass Trust (Decedent's Trust) created hereunder. If either MICHAEL JAMES DOWNS or DIANA JOAN ROWE shall resign or otherwise become unable to act as a successor Co-Trustee, then the other shall be appointed successor Co-Trustee.

B. Both GARY JAMES DOWNS and ROSE MARIE DOWNS Unable to Act. In the event both GARY JAMES DOWNS and ROSE MARIE DOWNS shall resign or otherwise become unable to act as Trustees, then MICHAEL JAMES DOWNS and DIANA JOAN ROWE shall be appointed as successor Co-Trustees of all trusts provided for in this Trust Agreement. If either MICHAEL JAMES DOWNS and DIANA JOAN ROWE shall resign or otherwise become unable to act as a

successor Trustee, then the other shall be appointed to serve alone as successor Trustee of all trusts provided for in this Trust Agreement. If both MICHAEL JAMES DOWNS and DIANA JOAN ROWE shall resign or otherwise become unable to act as a successor Trustee, then MARIE ANNETTA ROWE and SARAH LYNN ROWE shall be appointed as successor Co-Trustees.

C. Incapacity of Trustee. 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 under paragraph B of this Section 2.2 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 trustees, 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.

D. Acceptance. 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 Trustor, during his or her lifetime and, thereafter, to any Trustee hereunder; 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. However, in the event an Irrevocable Credit Bypass Trust (Decedent's Trust) is created hereunder, then a Co-Trustee who is not a spouse of the Deceased Grantor shall be appointed to make all decisions regarding the invasion of the principal held in such Decedent's Trust.



### 3. Powers of Trustees.

Subject to any limitations stated elsewhere in this instrument, the Trustees are vested with the power to do and perform all acts necessary to accomplish the proper management and distribution of the trust estate of this Trust or any trust created hereunder and which the Trustees, in their discretion, may deem to be in the best interest of this Trust and the respective trusts and shares herein created. Specifically, the Trustees are hereby vested with the following powers:

(1) Retention of Property. To hold and retain for such time as the Trustees deem advisable and prudent, any property received into this Trust at its inception or subsequently added thereto or acquired pursuant to proper authority; to retain or acquire unproductive assets which the Trustees deem advisable and prudent, as Grantors, or the survivor of them, may direct or approve.

(2) Management Powers. 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 trust property 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.

(3) Insurance. To carry insurance of such kinds and in such amounts as the Trustees may deem advisable and prudent, at the expense of the Trust, in order to protect the trust estate and the Trustees personally against any risk or hazard.

(4) Operation of Business. To continue the operation of any business lawfully received into the Trust, whether organized as a sole proprietorship, partnership, limited liability company or corporation; to do and perform all acts that Trustees deem advisable and prudent in the operation of such business; and to dissolve, liquidate or sell such business at such time and on such terms as Trustees deem advisable and prudent.

(5) Investment Powers. 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, certificates of deposit, bonds, and/or mutual funds, that men or women 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.

(6) Securities. To acquire, register or qualify for exemption from registration, and to sell any securities (including options, whether "puts" or "calls") or other property held under the Trust in the name of Trustees or in the name of a nominee with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any securities or other property held hereunder so that title thereto will pass by delivery; however, the books and records of Trustees shall show that all such investments are part of the Trust; and to enter into short sales of securities. 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.

(7) Litigate or Compromise Claims. 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 or prudent; to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

(8) Loans of Trust Assets. To make secured loans in such amounts, upon such terms, at such rates of interest and on such security as Trustees deem prudent, provided such secured loans are properly in writing; to purchase a holder's interest in a secured promissory note and the security therefor at such discount as Trustees shall deem prudent, taking into account the terms thereof, the rate of interest and the nature of the security.

(9) Borrow Money. 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 Trust Agreement, and to obligate the trusts, or any of them, provided for in this Trust Agreement to repay such borrowed money.

(10) Income v. Principal. 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.

(11) Advance Money. 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.

(12) Transactions With Grantors and Beneficiaries. To purchase, at fair market value, securities or other property from, or otherwise contract with Grantors, or either of them, the beneficiaries under the Trust or any of the respective trusts and shares herein created, or the legal representatives of their respective estates, and to make secured or unsecured loans to Grantors, either of them, beneficiaries hereunder or the legal representatives of their respective estates, in such amounts, upon such terms, at such rates of interest and on such security as Trustees deem advisable and prudent.



(13) Distribution of Assets. To partition, allot and distribute the trust estate, regarding any division or partial or final distribution of the trust estate, in money, 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; rather, the Trustees may, in their discretion, make a non-pro rata division between the trusts or shares and non-pro rata distributions to such beneficiaries, as long as the total 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.

(14) Distributions to Beneficiaries. To make distributions hereunder directly to any beneficiary, to the guardian of such beneficiary's person or estate or to any other person deemed suitable by Trustees for the benefit of a beneficiary, or by direct payment of such beneficiary's expenses.

(15) Tax Liabilities. To take any action and to make any election which, in the trustees' discretion, is necessary to minimize the tax liabilities of the Trust and its beneficiaries, and the Trustees shall have the power to allocate any resulting benefits among the various beneficiaries or to otherwise make adjustments in the rights of any beneficiary as may be necessary to compensate for the consequences of any such action or election which the Trustees in their discretion determine could result in an unfair advantage to one beneficiary or group of beneficiaries over others.

(16) Administration Expenses. To pay all taxes, assessments, fees, charges and other expenses incurred in the administration of the Trust and the respective trusts and shares herein created, and to employ and pay reasonable compensation to agents and counsel, including investment counsel. Notwithstanding any other provision of this Trust Agreement, all taxes, assessments, fees, charges and other expenses incurred by the Trustees in the administration or protection of the 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. The determination of the Trustees with respect to all such matters shall be conclusive upon all persons howsoever interested in the Trust.

(17) Expense of Last Illness. To pay the expense of the last illness, funeral and burial of each Trustor and the estate, inheritance, succession and other death taxes, including any interest and/or penalties thereon, imposed under the laws of any jurisdiction by reason of the death of either Trustor or with respect to the transfer or receipt of any property passing or which has passed under or outside of the Trust, regardless of whether the same is included in the probate estate of a deceased Trustor.

(18) Retention of Professionals. To retain such advisors, agents and counsel, including legal, tax and/or investment counsel, as Trustees deem advisable,

and to make recommendations to Trustees and to assist Trustees in exercising the powers granted to Trustees pursuant to this Trust Agreement. Such advisors, agents or counsel shall be appointed or removed by Trustees by written instrument, signed and acknowledged by Trustees and delivered to the advisors, agents or counsel so appointed or removed. The Trustees shall pay a reasonable compensation for all services performed by such advisors, agents or counsel as a cost of administration of the Trust and such payments shall not affect the compensation to which Trustees shall be entitled.

(19) Funds on Deposit. To hold funds on deposit in one or more accounts, with various financial institutions or brokerage companies, and in such form of account, whether or not interest bearing, as Trustees may deem advisable and prudent, without regard to the amount of any such deposit or whether it would otherwise be a suitable investment for funds of the Trust.

(20) Safe Deposit Boxes. To open and maintain safe deposit boxes in the name of Trustees.

(21) Power to Terminate Trust. If any trust created herein has at any time, in the opinion of the Trustees, reached a point where it is not economically feasible to continue, the Trustees may, in their discretion but are not required to, terminate such trust and, regardless of the age of the beneficiaries thereof, distribute the principal and any accrued or undistributed net income thereof to such beneficiaries, or to their guardian or other fiduciary.

(22) Release/Restriction of Powers. To release or restrict the scope of any power that the Trustees may hold in connection with the Trust, whether such power is expressly granted herein 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.

Powers Not Limited. The enumeration of the powers set forth in this Article shall not limit the general or implied powers of Trustees. No exercise of any power granted to Trustees shall operate to increase the estate tax or income tax liability of this Trust nor any of the separate trusts or shares herein created. Trustees shall have such additional powers as are now or may hereafter be conferred upon trustees by law necessary to administer and carry out the express and implied purposes of this Trust, as well as the respective trusts and shares herein created, subject only to any limitations expressly provided herein. In no event shall this paragraph be construed as giving Trustees the authority to possess a power which will cause the Trust, or any beneficiary herein, to incur any additional tax liability.

GARY JAMES DOWNS and ROSE MARIE DOWNS, the Grantors and Trustees of THE DOWNS FAMILY 1996 TRUST AGREEMENT, under the terms of the Trust Agreement, hereby certify that this **Certificate of THE DOWNS FAMILY 1996 TRUST as amended and restated** 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 Feb., 2005.

Gary J. Downs  
GARY JAMES DOWNS  
GRANTOR AND TRUSTEE

Rose Marie Downs  
ROSE MARIE DOWNS  
GRANTOR AND TRUSTEE

STATE OF NEVADA     )  
                                  ) SS.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on February 17 2005, by GARY JAMES DOWNS and ROSE MARIE DOWNS.

Mary E. Baldecchi  
NOTARY PUBLIC

