

**Mail Tax Statement and  
When Recorded Mail To:**

CHARLES E. COCKEY  
614 Joette Drive  
Gardnerville, NV 89410

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 10 Fee: 23.00  
BK-0305 PG- 9502 RPTT: 0.00



**TRUSTEE'S CERTIFICATE OF TRUST**

PURSUANT TO NRS CHAPTER 164, THE CHARLES E. COCKEY 2005  
TRUST established on the 7<sup>th</sup> day of MARCH, 2005.

1. A Trust Agreement entitled the CHARLES E. COCKEY  
2005 TRUST was executed on the 7 day of MARCH,  
2005.

2. (a) The Trust was established by the following  
Trustor:

Name: CHARLES E. COCKEY  
Address: 614 Joette Drive, Gardnerville, NV 89410  
Phone Number: (775) 265-5369

(b) The present acting Trustee(s) is:

Name: CHARLES E. COCKEY  
Address: 614 Joette Drive, Gardnerville, NV 89410  
Phone Number: (775) 265-5369

3. That the Trustee(s) of said Trust has the following  
powers in addition to those provided by NRS 163.260 through

163.410. During the lifetime of the Trustor, these powers are to be exercised by the Trustee. If the Trustee, or any of them, becomes incapacitated, the powers are to be exercised by the Successor Trustee, by the remaining Trustee and; if there is no remaining Trustee, the Successor Trustee named infra., at Paragraph 6. As used herein, the term incapacitated shall be interpreted to include not only one who has been so declared by a Court of competent jurisdiction, but also one for whom a Guardian, conservator or other fiduciary of the person or the Estate or both shall have been appointed by a Court of competent jurisdiction and one whose personal physician, and another physician, have stated in writing that the Trustor cannot handle his or her own affairs.

4. POWERS OF TRUSTEE

**RETAIN INVESTMENTS OF TRUSTOR**

Section 4.01. The Trustee is authorized to retain in the trusts provided for in this Agreement, for so long as the Trustee may deem advisable and in the best interest of such trusts, any property received by Trustee from the Trustor, whether or not such property is of the character permitted by law for the investment of trust funds and to operate at

the risk of the Trust Estate any business or property received by it from the Trustor.

**MANAGEMENT OF TRUST PROPERTY**

Section 4.02. The Trustee shall, with respect to any and all property which may at any time be held by the Trustee in trust pursuant to this Agreement, whether such property constitutes principal or accumulated income of any trust provided for in this Agreement, have power, exercisable in the Trustee's discretion at any time and from time-to-time on such terms and in such manner as the Trustee may deem advisable, to:

- (a) Sell, convey, exchange, convert, improve, repair, partition, divide, allot, subdivide, create restrictions, easements, or other servitudes thereon, manage, operate, and control;
- (b) Lease for terms within or beyond the term of any trust provided for in this Agreement and for any purpose, including exploration for and removal of gas, oil, and other minerals; and enter into any covenants and agreements relating to the property so leased or any improvements which may then or thereafter be erected on such property;
- (c) Encumber or hypothecate for any trust purpose by mortgage, deed of trust, pledge, or otherwise;
- (d) Carry insurance of such kinds and in such amounts at the expense of the trusts provided for in this Agreement as the Trustee may deem advisable;
- (e) Commence or defend at the expense of the trust provided for in this Agreement such litigation with respect to any such trust or any property of the Trust



Estate as the Trustee may deem advisable, and employ, for reasonable compensation payable by any such trust, such counsel as the Trustee shall deem advisable for that purpose;

(f) Invest and reinvest the trust funds in such property as the Trustee may deem advisable, whether or not of the character permitted by law for the investment of trust funds, specifically including, but not by way of limitation, interests in any common trust fund or funds now or hereafter established and administered by the Trustee solely for the investment of trust funds.

(g) Vote, by proxy or otherwise, in such manner as the Trustee may determine to be in the best interests of the trusts provided for in this Agreement, any securities having voting rights held by the Trustee pursuant to this Agreement;

(h) Pay any assessments or other charges levied on any stock or other security held by the Trustee in trust pursuant to this Agreement;

(i) Exercise or not exercise as the Trustee may deem best any subscription, conversion, or other rights or options which may at any time attach, belong, or be given to the holders of any stocks, bonds, securities, or other instruments held by it in trust pursuant to this Agreement;

(j) Participate in any plans or proceedings for the foreclosure, reorganization, consolidation, merger, or liquidation of any corporation or organization that has issued securities held by the Trustee in trust pursuant to this Agreement, and incident to such participation, to deposit securities with and transfer title or securities on such terms as the Trustee may deem in the best interest of the trusts to any protective or other committee established to further or defeat any such plan or proceedings;

(k) Enforce any mortgage or deed of trust or pledge held by the Trustee in trust pursuant to this Agreement and at any sale under any such mortgage, deed of trust, or pledge to bid and purchase at the expense of any trust



provided for in this Agreement any property subject to such security instrument;

(l) Compromise, submit to arbitration, release with or without consideration, and otherwise adjust any claims in favor of or against any trust provided for in this Agreement; and

(m) Subject to any limitations expressly set forth in this Agreement and faithful performance of the Trustee's fiduciary obligations, to do all such acts, take all such proceedings, and exercise all such rights and privileges as could be done, taken, or exercised by an absolute owner of the trust property.

Section 4.03. All of the Trustees are given full power of investment of the Trust Estate without the supervision of any court, and are authorized to keep any and all securities or other property constituting a part or all of the Trust Estate in the name or names of the Trustees, without disclosing their fiduciary capacity, or to hold securities in the name of a nominee, together with all of the powers provided to Trustees by Nevada Revised Statutes, Section 163.260 through 163.410.

All questions concerning construction of any power conferred upon the Trustee in connection with the administration of this Trust shall be determined by the Trustee, and resolved in the Trustee's discretion, subject always to the Trustee's fiduciary duties.

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**POWER TO BORROW MONEY**

Section 4.04. The Trustee shall have the power to borrow money for any trust purpose on such terms and conditions as the Trustee may deem proper from any person, firm, or corporation, including 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.

**POWER TO LOAN MONEY TO TRUSTS**

Section 4.05. The Trustee is authorized to loan or advance Trustee's own funds to any trust provided for in this Agreement for any trust purpose and to charge for such loan or advance the rate of interest that the Trustee, at the time such loan or advance is made, would have charged had such loan or advance been made to a person not connected with such trust having a net worth equal to the value of the principal of such trust. Any such loan or advance, together with the interest accruing on such loan or advance, shall be a first lien against the principal of the trust to which such loan or advance is made and shall be repaid from the income or principal of such trust as in the discretion of the Trustee appears for the best interests of such trust and its beneficiaries.

**DEALINGS WITH ESTATE OF TRUSTOR**

Section 4.06. The Trustee is authorized to purchase securities or other property from and to make loans and advances from the Trust Estate with or without security to the executor or other representative of the Trustor's Estate.

**MANNER OF HOLDING TRUST SECURITIES**

Section 4.07. The Trustee may hold securities or other property held by Trustee in trust pursuant to this Agreement in Trustee's name as Trustee under this Agreement, in Trustee's own name without a designation showing it to be Trustee under this Agreement, in the name of Trustee's nominee, or the Trustee may hold such securities unregistered in such condition that ownership will pass by delivery.

**ALLOCATION OF PRINCIPAL AND INCOME**

Section 4.08. Except as otherwise specifically provided in this Agreement, the Trustee shall allocate all receipts and expenditures received or incurred by Trustee in administering the trusts provided for in this Agreement to the income or principal of each such trust in the manner provided by the Revised Uniform Principal and Income Act in effect on the date of this Agreement in the State of Nevada.

5. Person or persons dealing with the Trustee(s) are expressly exonerated from any duty to inquire and to any further authority or power of the Trustee or to see to the application of money or property delivered to the Trustee, the Trustee is not authorized to furnish copies of the Trust to any person except as may be required by order of the Court having jurisdiction of the Trust or Trustee, or as required by law, or upon express written permission.

6. That JAMES T. LEWIS is named Successor Trustee to assume the responsibilities of Trustee upon the resignation, disability or death of the original Trustee. Should JAMES T. LEWIS fail, refuse or neglect to qualify as Successor Trustee, or be discharged, removed, resign or die, then VIRGINIA GOLDBERG is hereby appointed as Successor Trustee of any and all Trusts created herein. The Successor Trustee shall have the same powers and duties of the Trustee replaced, but shall not be liable for any acts of the previous Trustee.

7. This Trust is funded and is in full force and effect as of the date of my signing this Affidavit.

8. The Trust is entirely revocable by the Trustor during the lifetime of Trustor.

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Initials     





9. If more than one Trustee is currently acting, all currently acting Trustees must consent to the exercise of any of the Trustee powers, except as set forth above.

10. The current Tax ID Number is \_\_\_\_\_. If the Trust is revocable, the ID is the Trustor's Social Security Number.


11. Assets of the Trust should be titled as follows:  
CHARLES E. COCKEY, Trustee(s) of the CHARLES E. COCKEY 2005 Trust, dated the 7<sup>th</sup> day of MARCH, 2005.

12. The Trust has not been revoked or amended in such a manner as to make any representations contained in this Certificate incorrect.

13. The signature(s) at the bottom of this Certificate are those of all of the currently acting Trustee(s).

DATED this 7<sup>th</sup> day of MARCH, 2005.

TRUSTEE:

  
\_\_\_\_\_  
CHARLES E. COCKEY

STATE OF NEVADA )  
                          ) ss.  
COUNTY OF WASHOE )

On this 7<sup>th</sup> day of March, in the year 2005, before me, Adrienne Thunder, a Notary Public in and for said state, personally appeared CHARLES E.

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Initials CCC



COCKEY, personally known to me to be the person who executed the above instrument, and acknowledged to me that he executed the same for purposes stated therein.

**ADRIENNE THUNDER**  
Notary Public - State of Nevada  
Appointment Number 99-50322-2  
My Appt. Expires Jan. 1, 2007

Adrienne Thunder  
NOTARY PUBLIC in and for said  
County and State.

The property that is held by Trustee of this Trust and which is subject to this Certificate of Trust is described as:

All that real property situate in the City of Gardnerville, County of Douglas, State of Nevada, described as follows:

Lot 115, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 7, filed for record in the Office of the County Recorder of Douglas County, Nevada, on March 27, 1974, in Book 374, Page 676, as File No. 72456.

Initials WCC  
dlc