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Assessor's Parcel Number: 1318-15-715-021
Recording Requested By:
Name: Janus R. Halles, Esq.
Address: <u>PO BOX 2080</u>
City/State/Zip Minden, NV 89423
Real Property Transfer Tax:

DOC # 0644841 05/20/2005 08:11 AM Deputy: KLJ OFFICIAL RECORD Requested By: U S DEEDS

Douglas County - NV
Werner Christen - Recorder
age: 1 Of 20 Fee: 58.00

Page: 1 Of 20 Fee: BK-0505 PG- 9075 RPTT:



0.00

Certificate Of Incumbercy (Title of Document)

V U.S. Deeds 213 Brentshire Dr Brandon Fl 33511

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.

C\bc docs\Cover page for recording

## CERTIFICATE OF INCUMBENCY, CERTIFICATE OF TRUST, ABSTRACT OF TRUST POWERS AND DESIGNATION OF SUCCESSOR TRUSTEES

I, Joyce M. Wrinkle, hereby declare:

- That I am a settlor and original trustee of THE RICHARD K. WRINKLE AND 1. JOYCE M. WRINKLE TRUST AGREEMENT OF 1985, and those certain sub trusts created under the above-named Trust, specifically: The Richard K. Wrinkle and Joyce M. Wrinkle Trust Agreement of 1985 dated April 22, 1985, as amended and restated April 6, 2001; The Wrinkle Survivor's Trust UTD April 22, 1985, established July 21, 2003; The Wrinkle Credit Shelter Trust UTD April 22, 1985, established July 21, 2003.
- That Richard K. Wrinkle is now deceased. A certified copy of his Certificate of 2. Death is attached as Exhibit "A".
- That I am unwilling to serve as trustee. Attached as Exhibit "B" is a copy of my 3. resignation.
- That Wells Fargo Bank has resigned as trustee of the Trust. Its resignation is attached 4. hereto as Exhibit "C".
- That under the terms of the Wrinkle Trust, I am authorized to continue as trustee upon 5. the passing of Richard K. Wrinkle. However, by my resigning, Michael R. Winkle is named as a

#### Page 1

Prepared by

ROWE & HALES, LLP

P.O. Box 2080, Minden, Nevada, 89423 • Telephone (775) 782-8141

Page: 2 Of 20

successor trustee. That attached as Exhibit "D" is the Acceptance of Nomination as Successor Trustee signed by Michael R. Winkle.

- 6. That as incumbent trustee, Michael R. Wrinkle is vested with the full powers concerning the management of the trust property.
- 7. That attached as Exhibit "E" is a true and correct copy of the pages from the trust instrument which define and set forth the powers and authorities of the trustee. These powers are in addition to any powers now or hereafter conferred under the laws of the State of Nevada.
- 8. For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, title company, transfer agent, taxing authority, governmental agency, or party to act in reliance upon this Certificate of Incumbency, Certificate of Trust, Abstract of Trust Powers and Designation of Successor Trustees, I hereby represent, warrant and agree that:
  - (a) If any trust identified in paragraph 1 is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any person, organization, corporation or entity (hereinafter referred to in the aggregate as "Person") harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of the trustee acting under the trust agreement or this Certificate of Incumbency, Certificate of Trust, Abstract of Trust Powers and Designation of Successor Trustees prior to the receipt by such Person of actual notice of any such revocation or amendment.

Page 2

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BK- 0505 PG- 9077 (b) The powers conferred on the trustee by the trust agreement as set out in this Certificate of Incumbency, Certificate of Trust, Abstract of Trust Powers and Designation of Successor Trustees may be exercised by the trustee alone and the trustee's signature or acts under the authority granted in the trust agreement may be accepted by Persons as fully authorized by me and with the same force and effect as if I was personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by the trustee hereunder are done with my consent and shall have the same validity and effect as if I was personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns and personal representatives.

(c) No Person who acts in reliance upon this Certificate of Incumbency, Certificate of Trust, Abstract of Trust Powers and Designation of Successor Trustees or any representations my trustee may make as to: the fact that the trustee's powers are then in effect, the scope of the trustee's authority granted under the trust agreement, my competency at the time the trust agreement is executed, the fact that the trust agreement has not been revoked, or the fact that the trustee continues to serve as trustee, shall incur any liability to me, my estate, my heirs or assigns for permitting the trustee to exercise any such authority.

9. That I declare under penalty of perjury that the foregoing statements are true and correct and that THE RICHARD K. WRINKLE AND JOYCE M. WRINKLE TRUST

Page 3

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BK- 0505 PG- 9078 5/20/2005 AGREEMENT OF 1985, and the sub trusts named above are in full force and effect as of the date of this Certificate of Incumbency, Certificate of Trust, Abstract of Trust Powers and Designation of Successor Trustees, and none of the trusts have been revoked or amended to make any representation in this Certificate of Incumbency incorrect. The signatures on this document are of all the currently acting trustees.

Dated this Lot day of _	Harch	, 2005.

Joyce M. Wrinkle

STATE OF Virginia	)	
	:	SS.
COUNTY OF Fairfuy	)	

On this 10 day of Mallo, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joyce M. Wrinkle,

20°	. /	1
personally	known	to me.
porounding	TOTAL	NO IIIO

proved to me on the basis of satisfactory evidence

she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

SIGNATURE OF NOTARY

Page 4 March 31, 2004

Prepared by

Rowe & Hales, LLP

P.O. Box 2080, Minden, Nevada, 89423 • Telephone (775) 782-8141

PG- 9079

Agreed as to form and content, without granting of indemnity as set forth in paragraph 8. Dated this 16th day of March, 2005. STATE OF Lugeria )
COUNTY OF Fairfay ) On this // day of Mach, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael R. Wrinkle, personally known to me proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. Witness my hand and official seal. Page 5 Prepared by

ROWE & HALES, LLP

P.O. Box 2080, Minden, Nevada, 89423 • Telephone (775) 782-8141

BK- 0505 PG- 9080

## STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

# ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY PUBLIC HEALTH DEPARTMENT

Exhibit A

	CERTIFICATE OF DEATH 3200301005025  STATE FILE NUMBER USE BLACKWORD WHITEVER OF ALTERNOON LOCAL REGISTRATION NUMBER	
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	CERTIFIED COPY OF VITAL RECORDS	

STATE OF CALIFORNIA COUNTY OF ALAMEDA

This is a true and exact reproduction of the document officially registered and filed with the Alameda County Health Care Services Agency.

DATE ISSUED:

07/28/2003

This copy nor valid unless prepared on engraved border displaying date and signature of Registrar.

Em Local Registrar
Y California



## RESIGNATION AND NOMINATION OF TRUSTEE

I. Joyce M. Wrinkle, do hereby give notice of my resignation as the Trustee of THE RICHARD K. WRINKLE AND JOYCE M. WRINKLE TRUST AGREEMENT OF 1985, and those certain sub trusts created under the above-named Trust, specifically: The Richard K. Wrinkle and Joyce M. Wrinkle Trust Agreement of 1985 dated April 22, 1985, as amended and restated April 6, 2001; The Wrinkle Survivor's Trust UTD April 22, 1985, established July 21, 2003; The Wrinkle Credit Shelter Trust UTD April 22, 1985, established July 21, 2003, effective on the 3rd day of May. 2004, regardless of when this document is signed.

I hereby nominate Michael R. Wrinkle as the successor trustee to assume all duties and responsibilities as trustee of the above-named Trust.

Wunkle JOYCE M. WRINKLE STATE OF / SS. On this // day of Marko, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joyce M. Wrinkle, personally known to me proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Dated this 10th day of Many, 2005.

## ACKNOWLEDGMENT OF RECEIPT AND ACCEPTANCE OF REMOVAL

The Richard K. Wrinkle and Joyce M. Wrinkle Trust Agreement of 1985 dated April 22, 1985, as amended and restated April 6, 2001 The Wrinkle Survivor's Trust UTD April 22, 1985, established July 21, 2003 The Wrinkle Credit Shelter Trust UTD April 22, 1985, established July 21, 2003

Wells Fargo Bank hereby acknowledges receipt of the Resignation of Co-Trustee, Removal of Co-Trustee and Appointment of Successor Trustees, signed by Joyce M. Wrinkle on May 3, 2004. Wells Fargo Bank hereby accepts its removal as Co-Trustee of the Richard K. Wrinkle and Joyce M. Wrinkle Trust Agreement of 1985 dated April 22 1985, as amended and restated April 6, 2001, the Wrinkle Survivor's Trust UTD April 22, 1985, established July 21, 2003, and the Wrinkle Credit Shelter Trust UTD April 22, 1985, established July 21, 2003.

Dated: <u>∀-1</u> → , 200,4
WELLS FARGO BANK, ▷; A.
By: Wan oede
Its: Assistant Vice President
Susan Seidel
State of California )
County of <del>cos</del> Angeles ) ss.
On APRIL 14 , 2004, before me, ROSS S. BROWN,
Notary Public, personally appeared Susan Serne ,
personally known to me
proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person

acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public, State of California

## ACCEPTANCE OF NOMINATION AS SUCCESSOR TRUSTEE

I, Michael R. Wrinkle, have received notice of the resignation of Joyce M. Wrinkle as Trustee of the following named Trusts: The Richard K. Wrinkle and Joyce M. Wrinkle Trust Agreement of 1985 dated April 22, 1985, as amended and restated April 6, 2001; The Wrinkle Survivor's Trust UTD April 22, 1985, established July 21, 2003; The Wrinkle Credit Shelter Trust UTD April 22, 1985, established July 21, 2003.

I hereby accept Joyce M. Wrinkle's nomination of me as successor trustee of the above-named Trusts, and do hereby undertake and assume all responsibility to function as the Trustee of the above-named Trusts. This acceptance is effective as of May 3, 2004, regardless of the actual date of my signature on this document.

Dated this March, 2005.

Michael R. Wrinkle

STATE OF Vingenia	)
COUNTY OF Fairly	: ss.
<del>/ // /</del> )	1 / 2005 h. Grane the undersigned a Notory Dublic in
On this /C day of fy (a)	www, 2005, before me, the undersigned, a Notary Public in

and for said County and State, personally appeared Michael R. Wrinkle,

personally known to me

proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

SIGNATURE OF NOTARY

March 31, 2006

SEAL

0644841 Page: 11 Of 20

BK- 0505 PG- 9085 05/20/2005

BK-PG-B: 12 Of 20 05/20/2

ag

Exhibit E RECORDING REQUESTED BY:

RICHARD K. WRINKLE JOYCE M. WRINKLE

WHEN RECORDED MAIL TO:

RICHARD K. WRINKLE, TRUSTEE
JOYCE M. WRINKLE, TRUSTEE
WELLS FARGO BANK, TRUSTEE
C/O LAW OFFICES OF RICHARD B. JOHNSON
21550 FOOTHILL BOULEVARD, SUITE 3
HAYWARD, CA 94541-2111

#### THIRD AMENDMENT DATED APRIL 6, 2001, TO THE RICHARD K. WRINKLE AND JOYCE M. WRINKLE TRUST AGREEMENT OF 1985

We, RICHARD K. WRINKLE and JOYCE M. WRINKLE, husband and wife, hereby amend THE RICHARD K. WRINKLE AND JOYCE M. WRINKLE TRUST AGREEMENT OF 1985, by deleting each and every provision of said trust agreement and any amendments thereto and by restating said trust agreement as follows:

#### DECLARATION AND TRUST INSTRUMENT

We, RICHARD K. WRINKLE and JOYCE M. WRINKLE, husband and wife, declare as follows:

#### I. Trust Name

This trust shall be known as THE RICHARD K. WRINKLE AND JOYCE M. WRINKLE TRUST AGREEMENT OF 1985.

## II. Family Members

We have two children, namely, MICHAEL R. WRINKLE and RICHARD D. WRINKLE. We have no predeceased children.

///

to his spouse and children as they shall decide.

## K. <u>Ultimate Disposition</u>:

If at the time of the death of the Surviving Spouse, or at any later time before full distribution of the Trust estate(s), the Trustors and all their issue are deceased and no other disposition of the property is directed in this instrument, the Trust estate or the portion of it then remaining shall thereupon be distributed one-half (1/2) to the heirs of husband and one-half (1/2) to the heirs of wife.

#### VI. Trustee

For the trust created herein of which we are the Α. primary beneficiaries, we name ourselves, RICHARD K. and WELLS FARGO BANK as co-trustees, and JOYCE M. WRINKLE, provided however, that with regard to any part of the what is now 111,776 shares of United Parcel Service - Class A restricted stock and any part of the what is now 20,000 shares of Overseas Partnership Ltd. in the trust, said WELLS FARGO BANK is not a trustee and only said RICHARD K. WRINKLE and JOYCE M. WRINKLE are the trustees of the trust with regard to those assets until the death of the survivor of said RICHARD K. WRINKLE and JOYCE M. WRINKLE whereupon said assets shall be included in that part of the trust of which WELLS FARGO BANK is a co-trustee. Any vacancy created by said RICHARD K. WRINKLE and JOYCE M. WRINKLE being unable to so serve shall be filled by said MICHAEL R. WRINKLE.

B. For the CREDIT SHELTER TRUST, we name as trustee the Surviving Spouse, said MICHAEL R. WRINKLE, and WELLS FARGO

BANK as co-trustees, provided however, that with regard to any part of the what is now 111,776 shares of United Parcel Service-Class A restricted stock in the trust and any part of the what is now 20,000 shares of Overseas Partnership Ltd. in the trust, said WELLS FARGO BANK is not a trustee and only the surviving spouse and said MICHAEL R. WRINKLE are the trustees of the trust with regard to those assets until the death of the surviving spouse or until, during the life of the surviving spouse, both the surviving spouse and said MICHAEL R. WRINKLE are both unable to serve as trustee, in which event said assets shall be included in that part of the trust of which WELLS FARGO BANK is a trustee. If the Surviving Spouse and said MICHAEL R. WRINKLE are unable to so serve as trustee, the vacancy shall not be filled.

SURVIVOR'S TRUST, we name trustee as the the Surviving Spouse, said MICHAEL R. WRINKLE, and WELLS FARGO BANK as co-trustees, provided however, that with regard to any part of the what is now 111,776 shares of United Parcel Service-Class A restricted stock in the trust and any part of the what is now 20,000 shares of Overseas Partnership Ltd. in the trust, said WELLS FARGO BANK is not a trustee and only the surviving spouse and said MICHAEL R. WRINKLE are the trustees of the trust with regard to those assets until the death of the surviving spouse or until, during the life of the surviving spouse, both the surviving spouse and said MICHAEL R. WRINKLE are both unable to serve as trustee, in which event said assets shall be included in that part of the trust of which WELLS FARGO BANK is a trustee. If the

Surviving Spouse and said MICHAEL R. WRINKLE are unable to so serve as trustee, the vacancy shall not be filled.

- D. For the TRUST FOR RICHARD D. WRINKLE, we name as trustee said MICHAEL R. WRINKLE, and WELLS FARGO BANK as co-trustees. If said MICHAEL R. WRINKLE is unable to so serve, the vacancy shall not be filled.
- E. For the SPECIAL NEEDS TRUST FOR RICHARD D. WRINKLE, we name as trustee said MICHAEL R. WRINKLE and WELLS FARGO BANK as co-trustees. If said MICHAEL R. WRINKLE is unable to so serve, the vacancy shall not be filled.
- F. For the TRUST FOR PERSON UNDER AGE 27, we name as trustee the surviving parent of the beneficiary, and if that person is unable to so serve, we name WELLS FARGO BANK as trustee.
- G. Any person named herein as trustee or successor trustee shall serve without bond.

#### VII. Trustee's Powers and Duties

carry out the provisions of any trust created herein, the trustee shall have full power to sell, encumber, convey, exchange, invest, reinvest, partition, divide, improve, and repair the property constituting the trust estate, and the trustee shall have all powers conferred on the trustee by law and all powers contained in the California Probate Code Sections 16200-16249 and any successor statutes. The enumeration of certain powers in this instrument shall not limit the trustee's general powers, and the trustee shall all the rights, powers, and privileges that an absolute owner of

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the same property would have subject to the trustee's fiduciary obligations and subject to any limitations stated elsewhere in this instrument.

trustee shall have full power to make gifts The В. the trustors' children on behalf of the trustors to grandchildren to the full extent of the federal annual gift tax exclusion in effect from time to time, including the \$10,000.00 per donee annual exclusion under Internal Revenue Code Section 2503(b) or any successor statute. This provision does not apply to the trustee of the CREDIT SHELTER TRUST or the trustee of the TRUST FOR PERSON UNDER AGE 27. No gifts shall be made unless necessary or appropriate to reduce anticipated federal estate tax.

#### VIII. General Administrative Provisions

- A. The validity of this trust and the construction of its beneficial provisions shall be governed by the laws of the State of California.
- B. Where co-trustees are serving, the signature of all trustees is required to conduct any act in behalf of the trust.
- C. Any person named herein as trustee shall cease to serve as trustee either upon formal written resignation by that person as trustee, or upon the certificate of a medical doctor that the person serving as trustee is not mentally competent to so serve.
- D. Any person acting as trustee shall be entitled to reasonable compensation for services rendered as trustee of any of the trusts established herein. For the trusts of which both

or either of us are/is the beneficiary, the trustee shall be entitled to compensation for services rendered in connection with our support, maintenance, and personal care, including, but not limited to, assisting with our household chores, banking, or taking us to the doctor, or other places where we need to go, assisting us to find appropriate living accommodations should we no longer be able to live in our home, and any act which entails providing for our needs. The trustee is authorized to hire persons to assist us with the above-mentioned items of personal assistance, support, and personal care. Any unpaid services of the trustee are to be considered a debt of both or either of us, as the case may be, payable from the trust estate.

E. If the trustors die in a common disaster, and it is difficult or impossible to ascertain which spouse died first, it shall be presumed that the wife survived the husband for purposes of this trust.

## IX. Revocation of Trust

- A. With regard to the trust created herein of which we are the primary beneficiaries, either one of us may revoke or modify said trust instrument, in writing, at any time while both of us are alive.
- B. When the CREDIT SHELTER TRUST is funded, it may not be modified or revoked except that the Surviving Spouse and said MICHAEL R. WRINKLE shall each have the power to name or replace the trustee to serve with or without bond as either one of them shall decide.

- C. The SURVIVOR'S TRUST may be modified or revoked by the Surviving Spouse, in writing, at any time.
- D. When the TRUST FOR RICHARD D. WRINKLE is funded, it may not be modified or revoked.
- E. When the SPECIAL NEEDS TRUST FOR RICHARD D. WRINKLE is funded, it may not be modified or revoked.
- F. When the TRUST FOR PERSON UNDER AGE 27 is funded, it may not be modified or revoked.

#### X. No Contest Clause

If any person shall contest the validity of this trust agreement, the trustee shall distribute to said person One Dollar (\$1.00) and no more in lieu of the provisions which we have made or might have made for such person so contesting this trust.

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III

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THIRD AMENDMENT DATED APRIL 6, 2001, TO THE RICHARD K. WRINKLE AND JOYCE M. WRINKLE TRUST AGREEMENT OF 1985, PAGE 23

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We certify that we have read and approve this DECLARATION AND TRUST INSTRUMENT and that it correctly states the terms and conditions under which the trust property is to be held, managed, and disposed of by the trustee(s).

Executed at Hayward, California, on APRIL 6, 2001.

RICHARD K. WRINKLE, TRUSTOR

JOJECE M. WRINKLE, TRUSTOR

RICHARD K. WRINKLE, TRUSTEE

JOYCE M. WRINKLE, TRUSTEE

See NXT

SS

WELLS FARGO BANK, TRUSTEE

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

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Maria & granques

On APRIL 6, 2001, before me, RICHARD B. JOHNSON, Notary Public in and for said County and State, personally appeared RICHARD K. WRINKLE and JOYCE M. WRINKLE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Richard B. Johnson Z Comm #1154342 NOTARY PUBLIC CALIFORNIA O ALAMEDA COUNTY Comm Exp. Oct. 1 2001

RICHARD B. JOHNSON

THIRD AMENDMENT DATED APRIL 6, 2001, TO THE RICHARD K. WRINKLE AND JOYCE M. WRINKLE TRUST AGREEMENT OF 1985, PAGE 24

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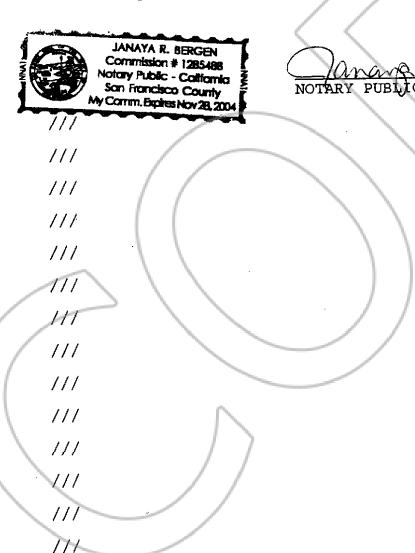
STATE OF CALIFORNIA )

Some romaisec ) SS

COUNTY OF ALAMEDA (F)

On Notion, before me, war Bergen, Notary Public in and for said County and State, personally appeared WELLS FARGO BANK by Atherias Notary Memic March Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



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