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GEORGE M KEELE ESQ

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**CERTIFICATE OF THE
JAMES L. RICHARDSON TRUST, AS AMENDED**

THE UNDERSIGNED hereby swears (or affirms) under penalty of perjury, that the following assertions are true of his own personal knowledge:

1. Name of Trust. JAMES L. RICHARDSON, as Trustor and Trustee, executed THE JAMES L. RICHARDSON TRUST AGREEMENT on December 22, 1999, thereby creating a revocable living trust identified as THE JAMES L. RICHARDSON TRUST. On February ___ / ___, 2006, JAMES L. RICHARDSON, as Trustor and Trustee, executed the first amendment to the James L. Richardson Trust Agreement.

2. Identification of Successor Trustees.

In the event JAMES L. RICHARDSON shall resign or otherwise become unable to act as Trustee, then CONNIE S. RICHARDSON, if she is married to Trustor at the time, shall be appointed as successor trustee of all trusts provided for in this Trust Agreement. If CONNIE S. RICHARDSON shall resign or otherwise become unable to act as successor Trustee, then MARY S. RICHARDSON, if she has attained the age of 25 years, shall be appointed as successor trustee of all trusts provided for in this Trust Agreement. In the event MARY S. RICHARDSON has not attained the age of 25 years, or in the event MARY S. RICHARDSON shall resign or otherwise become unable to act as successor Trustee, then GAIL A. MEIER shall be appointed as successor trustee of all trusts provided for in this Trust Agreement. In the event GAIL A. MEIER shall resign or otherwise become unable to act as successor Trustee, then ALAN B. MORTIMER shall be appointed as successor trustee of all trusts provided for in this Trust Agreement.

3. Powers of Trustees.

A. Introduction. During the time Trustor is acting as Trustee, or during the time any other individual is acting as Trustee, Trustor shall have the following powers, duties, and discretions in addition to those otherwise granted herein or by law except as herein specifically restricted. To this end, Trustor hereby incorporates all of the powers

of Trustee set forth in NRS 163 for the use by the Trustee, all as in the Trustee's discretion it deems proper.

B. Management Powers.

1. General Property Powers. The Trustee shall have such powers and is authorized to do all such acts, take all such proceedings, and exercise all such rights and privileges in the management of the trust estate as of the absolute owner thereof, including without limiting the generality of the terms, the right to manage, control, sell, convey, exchange, partition, assign, divide, subdivide, improve, or repair; to grant options and to sell upon deferred payments; to lease for terms and purposes within or extending beyond the duration of the trust; including the exploration for and removal of oil, gas, and other minerals; to enter into community oil leases, pooling and utilization agreements; to create restrictions, easements, and other servitudes; to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust; to institute, compromise and defend actions and proceedings at the expense of the trust estate, and to carry such insurance as the Trustee may deem advisable.

2. Authority to Grant Special Power of Attorney. The Trustee is authorized to delegate any powers under this Trust Agreement to an attorney-in-fact pursuant to a special power of attorney for the purpose of carrying out the delegated assignment specified in the special power of attorney. The special power of attorney may be issued for any purpose by the Trustee to the recipient of such power; provided, however, that such power shall be limited to carrying out the terms and conditions of this Trust Agreement. Any third party receiving a power of attorney from the Trustee shall have a right without further investigation to rely upon any such power received by the third party.

3. Determination of Income and Principal. The Trustee shall have the power and the authority to determine income and principal, and to determine how receipts and disbursements, including Trustee's fees, shall be credited, charged, or apportioned as between income and principal; however, each such determination shall be made in accordance with the law of the state of Nevada, and the decision of the Trustee in accordance with said provisions shall be binding on all persons in interest.

Notwithstanding the foregoing, the Trustee shall:

(a) Allocate to principal all dividends or other payments made by any corporation or mutual investment company which are designated by the company as a distribution of capital gains;

(b) Where a premium has been paid or a discount received in connection with the purchase of a bond, amortize such premium or discount by making an appropriate charge or credit to income as the case may be; and

(c) Charge income from time to time with a reasonable reserve for:

(i) Depreciation of all income-producing, depreciable real or personal property, and capital improvements and extraordinary repairs on income producing property;

(ii) Depletion of all depletable natural resources;

(iii) All intangible property having a limited economic life.

Such allocations and charges need not be made, however, if written consents are obtained from all income beneficiaries and remaindermen, vested or contingent, living and competent to act.



4. Loans.
(a) To Trust

The Trustee shall have the power, in its discretion, to advance funds to any trust herein created for any trust purpose. Such advances shall bear interest at current rates and be a first lien on principal and to be repaid out of principal as an expense of the trust.

(b) To Beneficiaries

The Trustee, at any time and upon successive occasions, may lend such sums to the beneficiaries, or to any of them, as the Trustee shall deem advisable and in the best interest of the beneficiaries. Such loan or loans, if made, shall bear interest at the prevailing rate and be unsecured or secured as the Trustee may, in the Trustee's discretion, direct. The Trustee shall have wide discretion in the making or denial of any such loan and the Trustee's judgment in the matter shall be conclusive and binding on any beneficiary requesting such loan.

Notwithstanding the foregoing power to make loans, such lending authority as authorized herein shall not be available in those situations where it specifically violates the terms of the Trust or which in any way would diminish the value of any interest of any beneficiary. No loans may be made to the Trustee in its capacity of Trustee.

5. Power to Engage Agents and Professional Services. The Trustee shall have the power and authority to employ and compensate from the trust estate any agents, assistants, accountants, attorneys, or any other kinds of professionals or experts that the Trustee may deem appropriate, in the Trustee's sole discretion, to protect and manage the trust property.

6. Right of Trustee to Petition Court. Notwithstanding any other provision of this trust, the Trustee is specifically authorized, in its sole discretion, to file a petition with a court of competent jurisdiction for instructions and approval of any transaction concerning the trust estate, including but not limited to, purchases, sales, accounting, loans, distributions, tax questions, trust administration, or any other questions which, in the sole discretion of the Trustee, should be determined by the court. The Trustee shall incur no expense in making such a petition to the Court provided such petition is made in good faith.

7. Trustee Authority Regarding Trust Divisions. The Trustee shall have authority over making any divisions of the trust estate into separate shares for the purposes of distribution, or for any other purpose, to apportion and allocate the assets of the trust estate in cash or in kind, partly in cash and partly in kind, or an undivided interest, and in such manner as the Trustee in the Trustee's sole discretion deems advisable. The Trustee may sell such property as it deems necessary to make any such division or distribution. In making any division or partial or final distribution of the trust estate, the Trustee shall be under no obligation to make a *prorate* division, or to distribute the same assets to beneficiary(ies) similarly situated. The Trustee shall have the authority in its discretion to make a non-*prorate* division between trust and trust shares and non-*prorate* distribution to such beneficiary(ies); provided, however, that the respective share allocated to separate trusts or trust shares distributed to such beneficiary(ies) shall have equivalent or proportionate fair market value.



8. **Restriction on Use of Certain Assets.** Any portion of the trust estate which was received from any qualified plan as described in Section 2039 of the Internal Revenue Code of 1986 as amended or any subsequent, like, or similar law may not be used for any purpose described in this article, the use of which would result in inclusion of said funds in the taxable federal estate of the Trustor so long as other sources of funds are available.

Further, any portion of the trust estate which was received from payment of insurance policies on Trustor's life may not be used for any purpose described in this article, the use of which would result in the imposition of a death tax so long as other sources of funds (with the exception of proceeds from qualified plans as described in the foregoing paragraph) are available; provided, however, to the extent the trust estate includes insurance in excess of the amount of insurance exemption available under the Internal Revenue Service Code, the insurance proceeds may be used for such purposes.

9. **Use of Home.** Upon Trustor's death, at the discretion of the Trustee, the home (or any interest therein) used by Trustor as a principal residence at the time of Trustor's death may be retained by the new Trustee for use as a residence by any beneficiary of this Trust. The provisions of this paragraph shall apply, notwithstanding that an interest in such home may be held by a trust for the benefit of a beneficiary not residing in such home.

Subject to the foregoing occupancies, any such home (or interest therein) held by the Trustee, or the proceeds from the sale thereof, shall be part of the principal of these Trusts. All taxes, insurance, repairs, and assessments concerning such home shall, in the discretion of the Trustee, be paid out of the trust estate containing such home.

C. **Investment Powers.**

1. **General.** Trustor, as Trustee, or any other person acting as future Trustee, shall have the power to invest and reinvest principal and income, purchase or acquire therewith every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, shares in one or more mutual funds, in any common trust funds administered by the Trustee, or any other common funds, corporate obligations of every kind, and stock, preferred or common, which persons of prudence, discretion, and intelligence acquire for their own account.

The Trustee is further authorized to buy, sell, and trade in securities of any nature (including short sales), on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by it with such brokers, as security for loans and advances made to the Trustee.

The Trustee is further authorized to receive any property, whether real, personal, or mixed, through any foreclosure sale, or at any trustee's or pledgee's sale under a deed of trust, or under any judicial sale, in which property the Trustee may have an interest as a lien holder, or otherwise, and to hold and sell such property as the Trustee deems appropriate.

2. **Grant of General and Implied Powers.** The enumeration of the authority granted to the Trustee shall not limit any general or implied powers existing under applicable laws (NRS 163) or by my intent as expressed in this Trust. The



Trustee, subject to the discharge of all fiduciary obligations, is vested with all the rights, powers, and privileges which an absolute owner would have.

3. **Powers Regarding Real Estate.** The Trustee shall have the power to sell, transfer, convey and/or assign any interest held by the trust estate in real estate. Such a transfer may be in fee simple or made in the form of a life estate, or in any other form of interest deemed appropriate by the Trustee. However, any transfer shall be made in accordance with the terms and conditions of this Trust Agreement, and it must not violate the specific responsibility of the Trustee. The Trustee shall further have authority to purchase title insurance and to enter any type of escrow arrangement necessary in the purchase and sale of real estate.

The Trustee shall have authority to receive as an asset of this trust estate, any real estate as principal by purchase at a trustee's sale, or by deed-in-lieu of foreclosure, real property covered by any mortgage, or deed of trust then in default. Such property may be accepted in full satisfaction of the encumbrances thereon at the discretion of the Trustee.

4. **Authority to Borrow.** The Trustee shall have the power to borrow money for any trust purpose upon such terms and conditions as the Trustee may deem proper. The Trustee shall further have the authority to obligate the trust estate for repayment of any borrowed funds.

5. **Authority to Encumber and Pledge Trust Property.** The Trustee shall have authority to encumber the trust estate or any of its property by mortgage, deed of trust, pledge, or otherwise including the use of the filing of a Form UCC-1 using such procedure to consummate the transaction as the Trustee may deem advisable and in the best interest of the trust estate.

6. **Authority to Sign Debt and Security Documents.** The Trustee shall also have authority to sign and deliver promissory notes or other evidence of the indebtedness of this Trust, and to sign all necessary documents demonstrating a security interest to any individual or institution in conjunction with such borrowing.

7. **Powers Regarding Securities.**

The Trustee shall have authority to purchase securities of any kind deemed appropriate by the Trustee for the benefit of the trust estate. The Trustee shall further have all of the rights, powers, and privileges of an owner, including the right to vote stock, give proxies, pay assessments, and other sums deemed by the Trustee to be necessary for the protection of the Trust Estate. The Trustee shall have authority to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to open an account with a brokerage firm of Trustor's choosing, or of the Trustee in the Trustee's name, in its own behalf for the purpose of purchasing and selling of all kinds of securities or money therefrom and received from said Trustee; and to retain as an investment any securities or other property received through the exercise of any of the foregoing powers. The Trustee is further authorized to sign, deliver and/or receive any documents necessary to carry out the powers contained within this paragraph.

The Trustee shall have authority to retain and hold all or any stocks, bonds, or securities of any kind or nature which are part of the trust estate whether the



same are or are not of the character or class regarded by the law as legal investment or any time and from time to time, in its discretion, the Trustee may sell and dispose of all or any part thereof.

8. Powers to Invest in Special Funds. The Trustees shall have authority to invest through any financial institution in any special fund sponsored by such institution or which is recommended by such institution and to grant any necessary authority to the financial institution and/or brokerage firm involved in such special fund to allow the Trustee to invest assets of the trust estate in such funds.

9. Exercise Stock Options. The Trustee is expressly authorized in the Trustee's sole discretion to exercise any option to purchase stock under any stock option purchase plan in which Trustor, or any other decedent beneficiary, was a participant or may hold such option rights to the extent that any such option rights may be exercised by the Trustee even though the stock involved is stock of a corporation which may be serving as corporate Trustee hereunder, regardless of the amount of such stock or the percentage of the trust estate which may be invested in such stock before or after any purchase under such option.

10. Authority Regarding Life Insurance and Annuities and Casualty Insurance. The Trustee is authorized in the Trustee's discretion to maintain and/or purchase policies of life insurance and/or annuities on the life or for the benefit of any trust beneficiaries and to hold and pay for the same as an investment and asset of the Trust, at any time and upon successive occasions, the premiums to be charged against income or principal, as the Trustee shall determine.

The Trustee shall have the following powers, duties, and discretions with respect to policies of life insurance held as part of the trust estate:

(a) The Trustee may pay premiums, assessments, or other charges with respect to such policies, together with all other charges upon such policies or otherwise required to preserve them as binding contracts but shall be under no duty to do so;

(b) In the event that the Trustee intends not to pay any premium, assessment, or other charge with respect to any policy held by it, or otherwise intends to cancel, convert, or substantially modify any such policy, it shall first give the insured, or the guardian of the person of an insured under disability, at least fifteen (15) days' advance written notice of its intention to take such action.

(c) Any amounts received by the Trustee with respect to any policy as dividend shall be treated as principal;

(d) The Trustee shall accept any payments due it under any settlement arrangement made before or after the death of the insured and may exercise any rights available to it under such arrangement;

(e) The Trustee may compromise, arbitrate, or otherwise adjust claims upon any policies and may, but shall not be required to, exercise any settlement options available under such policies. The receipt of the Trustee to the insurer shall be a full discharge and the insurer is not required to see to the application of the proceeds; and

(f) The Trustee shall further have authority to purchase and carry insurance of such kinds and such amounts as the Trustee, in the Trustee's sole discretion, considers advisable at the expense of the trust estate.



D. Administrative Powers.

1. Distributions to or for a Minor or Incompetent. If at any time any beneficiary entitled to receive income and/or principal hereunder shall be a minor or an incompetent or a person whom the Trustee deems to be unable to wisely or properly handle funds if paid to him or her directly, the Trustee may make any such payments, in the Trustee's discretion, in any one or more combination, of the following ways:

- (a) Directly to such beneficiary; or
- (b) To the natural guardian or the legally appointed guardian, conservator, or other fiduciary of the person or estate of such beneficiary; or
- (c) To any person or organization furnishing support for such beneficiary; or
- (d) By the Trustee retaining the principal and making expenditures directly for the support of such beneficiary.

The Trustee shall not be required to see to the application of any funds so paid or applied or obtain receipts from the payee. The decision of the Trustee as to direct payments or application of funds in the manner herein prescribed shall be conclusive and binding upon all parties when made in good faith. The Trustee is requested to make all such disbursement in a way calculated to dispense with the necessity of guardianship proceedings.

The Trustee may, in its sole and absolute discretion, require such reports and take such steps as it may deem requisite to assure and enforce the due application of such money to the purposes aforesaid.

2. Powers Regarding Taxes and Estate Taxes. Upon the death of any beneficiary, any estate, inheritance, succession or other death taxes, duties, charges, or assessments, together with interest, penalties, costs, Trustee's compensation and attorney's fees which shall become due by reason of the trust estate or any interest herein being includable in my estate or other beneficiary, may be paid from the trust estate by the Trustee in its discretion unless other adequate provision shall have been made therefore. Any such payments may be charged to the principal; or income of the trust estate at the discretion of the Trustee. The trustee may make such payments directly to the executor or other fiduciary of the beneficiary(ies) and may rely upon the written statement of such fiduciary as to the amount and propriety of such taxes, interest, penalties, and other costs. The decision of the Trustee as to any such payments shall be conclusive and binding upon all parties interested in this Trust or such estate.

3. Adjustment for Tax Consequences. The Trustee shall have the power, in the Trustee's absolute discretion, to take any action and to make any election to minimize the tax liabilities of this Trust and its beneficiaries, to allocate the benefits among the various beneficiaries, and 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 Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others. In making such a determination, the Trustee shall not be personally liable to any beneficiaries or agency.

4. Payment of Trust Expenses. The Trustee shall have the authority to pay all costs, charges, and expenses of the trust estate together with reasonable



compensation for the Trustee's services hereunder, including services in whole or partial distribution of the trust estate. The Trustee may reimburse itself from principal or accumulated income for any other loss or expense incurred by reason of the Trustee's ownership or holding of any property of this Trust.

5. Budget Income and Expenses. The Trustee shall have the power to budget the estimated annual income and expenses of the Trust or Trust share in such manner as to equalize as far as possible periodic income payments to beneficiaries.

6. Commence or Defend Litigation. The Trustee may commence or defend such litigation with respect to the Trust or any property of the Trust as the Trustee may deem advisable at the expense of the Trust.

7. Compromise Claims. The trustee may compromise or otherwise adjust any claims or litigation against or in favor of the Trust.

8. Notification of Trustee. Until the Trustee shall receive written notice of any birth, marriage, death, or other event upon which the right to payment from this Trust may depend, the Trustee shall incur no liability for disbursements made or omitted in good faith.

9. Interest. The Trustee shall not pay interest on any distributions required to be made in the Trust Agreement.

10. Distribution of Funeral and Last Illness. The Trustee may pay for Trustor's last illness, funeral and burial expenses, or those of any beneficiary of this Trust unless adequate provision shall have been made therefore through Trustor's probate estate or otherwise.

E. Actions Taken in Good Faith by Trustee and Specific Limitations.

1. Actions in Good Faith. to the extent that any action is taken by the Trustee as directed, the Trustee shall be held harmless from any liability; provided that the action was taken after appropriate due diligence in obtaining necessary facts and information prior to making such decision. In addition, the Trustee is to be held harmless when the information given to the Trustee upon which decisions are made and actions are taken comes from sources which could be reasonably relied upon in the normal course of business.

In addition to being held harmless, I direct the Trust assets be used to indemnify my Trustee for losses, including time spent defending the Trust.

It is my intent that the Trustee may act freely under all and any of the powers and authority granted in this Trust Agreement as to all matters concerning the trust estate after forming a reasonable judgment based upon all of the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the Trust and the beneficiary(ies).

2. Conflicts of Interest. The Trustee shall exercise such powers at all times in its fiduciary capacity in the interest of the beneficiary(ies) hereunder where there is not an inherent conflict of interest by virtue of such acts.

3. Disclosure of All Fees. The trustee is not accepting fees from other sources other than fees from acting as Trustee. Any potential outside fee shall be fully disclosed to the beneficiary(ies) of the Trust and the Trustee must receive a written waiver from the Beneficiary(ies) before accepting any other fee.



JAMES L. RICHARDSON, the Trustor and Trustee of THE JAMES L. RICHARDSON TRUST AGREEMENT, under the terms of the Trust Agreement, hereby certifies that this **Certificate of THE JAMES L. RICHARDSON TRUST, AS AMENDED**, 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 signature below is 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 1 day of February, 2006.


JAMES L. RICHARDSON
TRUSTOR AND TRUSTEE

STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on February 1, 2006, by JAMES L. RICHARDSON.


NOTARY PUBLIC

