

Mail Tax Statements and  
When Recorded Mail To:

JOHN S. METZGER  
JUANITA A. METZGER  
1334 Granborough Drive  
Gardnerville, NV 89410

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 11 Fee: 24.00  
BK-0206 PG-1785 RPTT: 0.00



TRUSTEES' CERTIFICATE OF TRUST

PURSUANT TO NRS CHAPTER 164, The JOHN S. METZGER and  
JUANITA A. METZGER 2005 FAMILY TRUST AGREEMENT established  
on the 3rd day of October, 2005.

1. A Trust Agreement entitled the JOHN S. METZGER and  
JUANITA A. METZGER 2005 FAMILY TRUST was executed on the  
3rd day of October, 2005.

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

Names: JOHN S. METZGER and JUANITA A. METZGER  
Address: 1334 Granborough Drive, Gardnerville, NV 89410  
Phone No.: (775) 782-6169

(b) The present acting Trustees are:

Names: JOHN S. METZGER and JUANITA A. METZGER  
Address: 1334 Granborough Drive, Gardnerville, NV 89410  
Phone No.: (775) 782-6169

3. That the Trustees of said Trust have the following  
powers in addition to those provided by NRS 163.260 through

163.410. During the lifetime of the Trustors, and the lifetime of the survivor, these powers are to be exercised by the Trustees. If one Trustee becomes incapacitated, the powers are to be exercised 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 Trustors, or either of them cannot handle their own affairs.

4. POWERS OF TRUSTEE

**RETAIN INVESTMENTS OF TRUSTORS**

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 Trustors, or either of them, whether or not such property is of the character permitted by law for the investment of trust funds. After the death of the first Trustor to die, the



Trustee may retain any such property in the trusts as long as the Trustee deems advisable, provided, however, if the Surviving Trustor shall by written instrument delivered to the Trustee, direct the Trustee to convert any non-income-producing property into income-producing property, the Trustee within a reasonable time after its receipt, shall comply with such direction.

#### 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, in the exercise of reasonable business judgment, may deem advisable, whether or not such property is of the character specifically permitted by law for the investment of trust funds; provided, however, that after the death of the first Trustor to die, the Trustee shall convert non-income-producing property to income-producing property if so directed by the Surviving Trustor by a written instrument delivered to the Trustee;
- (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.

(n) Power of Co-Trustees to Act Independently. Notwithstanding any other provision to the contrary, the Trustors specifically authorize either of the original Co-Trustees, namely, JOHN S. METZGER or JUANITA A. METZGER, during their joint lives and while serving as Co-Trustees, to act independently of the other and have the authority to perform all powers and acts as granted under this Agreement of Trust, except as affects an interest in real property, by example, but not limited thereto, to sell, transfer, assign, mortgage, hypothecate or otherwise encumber the real property of the Trust Estate, which will necessitate the concurrence of both original Co-Trustees as long as both are alive.

Section 4.03. All of the Trustees are given full power of investment of the Trust Estate without the supervision of

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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.

**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 TRUSTORS**

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 estate of either Trustor.

#### **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 Trustees are expressly exonerated from any duty to inquire and to any further authority or power of the Trustees or to see to the application of money or property delivered to the Trustees, the Trustees are 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 Trustees, or as required by law, or upon express written permission.

6. That LAURIE A. BROOKS, MARK A. METZGER and DAVID S. METZGER are named Successor Co-Trustees to assume the responsibilities of Trustee upon the resignation, disability

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or death of the surviving Trustee. Should one or more of them fail, refuse or neglect to qualify as Successor Co-Trustees, or be discharged, removed, resign or die, then those remaining shall hereby be appointed as Successor Co-Trustee(s) of any and all Trusts created herein. The Successor Trustee(s) 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 Trustors during the lifetime of both of them. Upon the death of the first Trustor, the surviving Trustor may also revoke any and all Trusts created herein.

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 in paragraph 4.02.(n) above.

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

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

The real property located in Douglas County, Nevada, more particularly described as:

Lot 2, Block B, as set forth on Final Subdivision Map No. 1006-7 for Chichester Estates Phase 7, filed in the Office of the County Recorder of Douglas County, State of Nevada on October 13, 2000, in Book 1000, Page 2398, as Document No. 501336.

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