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When recorded, return to: George M. Keele, Esq. 1692 County Road, #A Minden, NV 89423 DOC # 0670755 03/24/2006 10:48 AM Deputy: KLJ OFFICIAL RECORD Requested By: GEORGE M KEELE ESQ

> Douglas County - NV Werner Christen - Recorder

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## CERTIFICATE OF THE LEROY H. STORKE AND LOIS E. STORKE FAMILY TRUST

THE UNDERSIGNED hereby swear (or affirm) under penalty of perjury, that the following assertions are true of their own personal knowledge:

1. Name of Trust. LeROY H. STORKE and LOIS E. STORKE, as Grantors and Trustees, executed THE LeROY H. STORKE AND LOIS E. STORKE FAMILY TRUST AGREEMENT on October 4, 1983, thereby creating a revocable living trust identified as THE LeROY H. STORKE AND LOIS E. STORKE FAMILY TRUST. LeRoy H. Storke died on May 12,1995. On September 20, 2002, Lois E. Storke resigned as Trustee and on the same date, Robert H. Storke accepted the appointment as successor Trustee.

## 2. Identification of Successor Trustees.

In the event of the death, incapacity or resignation of one of the Grantors as Trustee, the other Grantor shall act as the sole Trustee of all the trusts created hereunder. Upon the death, incapacity or resignation of both Grantors, then the Grantors nominate and appoint their son, ROBERT H. STORKE, to act as the successor Trustee of all the trusts created hereunder. upon the death, incapacity or resignation of ROBERT H. STORKE, then the Grantors nominate and appoint their daughter, KATHERINE STORKE PELTIER, to act as the successor Trustee of all the trusts created hereunder. Any Trustee then in office may resign as Trustee at any time and appoint a successor trustee if no further replacement Trustee is named herein. Any such appointment may be made only by an instrument signed by the Trustee and delivered to each adult income beneficiary, the parent or guardian of each minor income beneficiary, and the Trustee being appointed. No successor Trustee may be appointed if such an appointment could cause adverse income, estate, gift, or generation-skipping transfer tax consequences.

The Grantors hereby nominate and appoint Marilyn L. Skender, Esq., of Reno, Nevada to act as the independent trustee described in Section 5.2.3(b). Marilyn L. Skender may resign as independent Trustee at any time and appoint a successor trustee. Any such appointment of a successor independent trustee to serve under Section 5.2.3(b) may be made only by an instrument signed by the

Trustee and delivered to each adult income beneficiary, the parent or guardian of each minor income beneficiary, and the Trustee being appointed. No successor Trustee may be appointed if such an appointment could cause adverse income, estate, gift, or generation-skipping transfer tax consequences.

Incapacity of Trustee. If an individual Trustee is incapable of exercising his or her powers in the best interest of the beneficiaries of a trust, then the successor Trustee named in Section 9.1 shall during the period of such Trustee's incapacity. act as the sole Trustee. In determining the disability of the individual Trustee, the successor Trustee shall rely on a certificate or other written statement from two physicians certified by a recognized Medical Specialty Board stating that they have examined the incapacitated Trustee and that they have concluded based upon such examination by reason of accident, physical or mental illness, or other similar case. the individual Trustee is unable to exercise prudently his or her fiduciary powers. The expenses of any such examinations shall be paid from the trusts of which such individual shall be a Trustee. In the absence of such written medical evidence of the individual Trustee's incapacity, the successor Trustee shall petition any court which may acquire jurisdiction over such trusts for authority to proceed as sole Trustee under the authority of this section. If a dispute shall arise as to whether or not the incapacitated Trustee shall have recovered from his or her disability, the Trustee shall rely on a certificate or other written statement from the same two physicians (or, if the court shall have been petitioned due to lack of written medical evidence of the Trustee's incapacity, or the same two physicians shall be unavailable, from two physicians certified by a recognized Medical Specialty Board).

The individual Trustee shall be deemed to have automatically resigned, without any act on his or her part, if such incapacity shall persist for a period in excess of ninety days (any two periods separated by ten days or less being considered to be one period), or if two physicians with the qualifications described above shall state in writing that the individual Trustee has become, and is more likely than not to remain for an indefinite period of time, unable to exercise prudently his or her powers as Trustee in the best interests of the beneficiaries of any trust.

Resignation of Trustee. Any Trustee may resign at any time. Such resignation shall be effective after delivery of thirty (30) days' written notice to the income beneficiaries of all the trusts established by this Trust Agreement then in existence.

## 3. Powers of Trustees.

To carry out the purposes of any trust created under this instrument and subject to any limitations stated elsewhere in this Trust Agreement, the Trustee is vested with the following powers with respect to the trust estate and any part of it, in addition to those powers now or hereafter conferred by law:

(1) To continue to hold any property, either in the Trustee's name or its nominee's name, and to operate at the risk of the trust estate any business that

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the Trust the Trustee receives or acquires under the trust as long as the Trustee deems advisable.

- (2) To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair trust property.
- (3) To lease trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for removal of gas, oil and other minerals; and to enter into community oil leases, pooling and utilization agreements.
- (4) To borrow money and to encumber or hypothecate trust property by mortgage, deed of trust, pledge, or otherwise; to borrow money on behalf of one trust from any other trust created hereunder to guarantee any loan made during the lifetime of the Grantors.
- (5) To carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the trust estate and the Trustee against any hazard.
- (6) To commence or defend such litigation with respect to the trust or any property of the trust estate as the Trustee may deem advisable at the expense of the trust.
- (7) To compromise or otherwise adjust any claims or litigation against or in favor of the trust.
- (8) 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 by way of limitation, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies, and mutual funds and mortgage participations, which men of prudence, discretion and intelligence acquire for their own account, and to invest in any common trust fund administered by the Trustee and to lend money of one trust to any other trust created hereunder.
- (9) With respect to securities held in the trust, to have all the rights, powers and privileges of an owner, including but not by way of limitation, the power to vote, give proxies and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations, sales and leases incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise and sell stock subscriptions or conversion rights.
- (10) Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the trust

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BK- 0306 PG- 8852 estate and the apportionment and allocation of receipts and expenses thereon shall be governed by the Nevada Revised Uniform Principal and Income Act then in force.

- (11) To make the Survivor's Trust productive on the request of the Survivor and to hold any property transferred to the Trust by either Grantor, without regard to the investment qualify of that investment. This shall not require the Trustee to hold such property, but the Trustee, with the permission of either Grantor may retain such property without incurring liability in so doing.
- (12) the Trustee shall have the right to incorporate or to form general or limited partnerships to hold title to any trust asset so as to better manage or distribute the said asset or to prevent fragmenting title to any assets to such a degree it would become unmanageable; all such decisions to be made by the Trustees, in their sole discretion.
- (13) To purchase stocks on margin and to sell call options on trust assets.
- (14) To seek the assistance of the courts in all matters affecting the administration of this trust, its properties, or for advice or for interpretation of the trust or for settlement of any account by invoking the jurisdiction of any District Court with jurisdiction (including quasi-in-rem) over the Trust, the Trustee, or the trust res, in a non-adversary ex-parte proceeding. The decision of the Court shall be binding upon all interested parties who were given written mailing notice of the proceedings to their last known address.
- (15) The Trustee in the Trustee's discretion may loan money to a deceased Grantor's estate as long as said loan bears a reasonable rate of interest, is adequately secured, and contains a reasonable repayment period; or the Trustee may purchase assets from a deceased Grantor's estate as long as the purchase price of said assets is their fair market value.
- (16) To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property in this trust, without the payment of interest, all or any part of the property, as long as the Trustee shall determine in the Trustee's discretion that such property may be subject to conflicting claims, to tax deficiencies, or to tax liabilities, contingent or otherwise, properly incurred in the administration of the estate.
- (17) When determining distribution of income or corpus authorized by this instrument and the person to whom it is made, to consider the tax consequences to the trust and to the beneficiaries to whom distribution may be made (including the power to allocate different classes of income to different beneficiaries).
- (18) Except as otherwise specifically provided in this instrument or in a Grantor's Will, to pay federal estate tax or state inheritance tax, if any, imposed by



984 - 0306 13/24/2006 inclusion of any portion of the trust estate in the Grantor's gross taxable estate under the provisions of any federal estate tax or state inheritance tax law and to charge to, prorate among, or recover from the trust estate or the persons entitled to the benefits under these trusts to the extent provided by any applicable law or proration statute.

(19) The Trustee is authorized to employ custodians, investment advisors, attorneys, accountants, and any other agents or advisors to assist the Trustee in the administration of this trust, and to rely on information and advice given by such agents and advisors. Reasonable compensation for all services performed by such agents and advisors shall be paid from the trust estate.

ROBERT H. STORKE, as successor Trustee of THE LeROY H. STORKE AND LOIS E. STORKE FAMILY TRUST AGREEMENT, under the terms of the Trust Agreement, hereby certifies that this **Certificate of THE LeROY H. STORKE AND LOIS E. STORKE FAMILY TRUST** 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 17 day of march, 2006.

ROBERT H. STORKE SUCCESSOR TRUSTEE

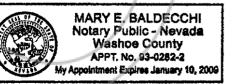
STATE OF NEVADA

SS.

COUNTY OF DOUGLAS

This instrument was acknowledged before me on March 17\_\_\_\_, 2006, by

ROBERT H. STORKE.



May E. Baldecchi NOTARY PUBLIC

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