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When recorded, return to: George M. Keele, Esq. 1692 County Road, #A Minden, NV 89423 DOC # 0673855 05/01/2006 04:42 PM Deputy: CF OFFICIAL RECORD Requested By: GEORGE M KEELE ESQ

Douglas County - NV
Werner Christen - Recorder

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CERTIFICATE OF THE JIMMY E. JOHNSON AND MARGARET M. JOHNSON REVOCABLE 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 and Date of Trust. JIMMY E. JOHNSON and MARGARET M. JOHNSON, as Trustors and Trustees, executed THE JIMMY E. JOHNSON AND MARGARET M. JOHNSON REVOCABLE TRUST AGREEMENT on November 13, 1987, thereby creating a revocable living trust identified as THE JIMMY E. JOHNSON AND MARGARET M. JOHNSON REVOCABLE TRUST. On June 21, 2001, Trustors and Trustees executed an Addendum which amended THE JIMMY E. JOHNSON AND MARGARET M. JOHNSON REVOCABLE TRUST. Margaret M. Johnson died on December 23, 2005; Jimmy E. Johnson is now the Surviving Trustor and sole Trustee.

2. Identification of Successor Trustees.

Upon the death or resignation of both of the initial trustees, DIANA A. del PRADO, of Huntington Beach, California, shall become the successor trustee. Upon the death or resignation of DIANA A. del PRADO, LESLIE J. LEVAN, of Leechfield, Arizona, shall become the successor trustee. Upon the death or resignation of LESLIE J. LEVAN, KIMBERLY A. BERRY, of Simpsonville, South Carolina, shall become the successor trustee. Upon the death or resignation of KIMBERLY A. BERRY, GARY D. JOHNSON, of Gardnerville, Nevada, shall become the successor trustee.

3. Powers of Trustee.

- 3.1. <u>Trustee's Discretion to Manage Trust Property</u>. The trustee's powers under Article Six are subject to those limitations expressly set forth in the trust agreement and shall be exercised reasonably.
- 3.2. <u>Trustee's Powers conferred by Instrument and by Law</u>. In order to carry out the purposes of any trust under the trust agreement, the trustee may exercise any of the powers, authority, and discretion conferred on the trustee by the provisions of the trust agreement and, except as limited by any of the provisions of the trust agreement,

by law, including but not limited to those powers set forth in the laws of the state of trustors' domicile at date of death.

- 3.3. <u>General Powers of Trustee</u>. Except as limited by a more specific provision of the trust agreement, the trustee is authorized and empowered in the trustee's discretion as follows:
 - (a) To sell, exchange, transfer, convey, lease without limitation as to term, borrow upon, and hypothecate all or any part of the trust property;
 - (b) To retain, maintain, repair, divide, partition, improve, and otherwise manage any trust property;
 - (c) To insure trust property against damage or loss, and the trustee against liability with respect to third persons, at the expense of the trusts, with the carriers and coverages that the trustee deems advisable;
 - (d) To commence or defend, at the expense of the trusts, legal actions relating to the trusts or any trust property as the trustee deems advisable;
 - (e) To compromise, submit to arbitration, settle, or release (with or without consideration) or otherwise adjust any claims in favor of or against the trusts:
 - (f) To hold trust property in the name of a nominee or nominees, with or without disclosing the trust character of such property (including securities in such condition that ownership may pass upon delivery), or in the name of the trustee as such trustee:
 - (g) To exercise the following powers with respect to any trust stock or other security: pay assessments or other charges levied; exercise or not exercise, as the trustee may deem advisable, subscriptions, conversion rights, or other rights or options that may devolve upon holders of such stocks or securities; and enter into shareholder agreements;
 - (h) To participate in any plans or proceedings for foreclosure or consolidation, merger, liquidation, or other reorganization of any corporation or organization having securities that are held as trust property and, in connection therewith, to deposit securities with any transfer title or securities upon the terms that the trustee deems advisable to any protective or other committee established in connection with any such plan or proceeding;
 - (i) To receive additions to the trusts from any source at any time;

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- To borrow money for any trust purpose on such terms and conditions as the trustee deems advisable and to obligate the trusts to repay the borrowing; and
- To purchase property from, and to advance funds from the trust (k) property with or without security to, the personal representative of the estate of either trustor.
- In addition to the laws mentioned hereinabove, trustors intend to incorporate in the trust agreement the relevant laws of the state of domicile, upon trustors' deaths.
- 34 Employment of Agents. The trustee is authorized and empowered to employ attorneys, investment counsel, accountants, bookkeepers, or other persons to render services for the trustee or in the trustee's behalf with respect to all matters pertaining to any trust provided for in the trust agreement and to pay from the trust estate the reasonable fees and compensation of such persons for their services, these fees and compensation to be paid in addition to any fees paid to the trustee.
- Stock Voting Rights. The trustee shall have power to vote and give proxies to vote trust securities.
- Combining Multi-Trust Property. Except as otherwise provided in the trust agreement, assets held in any trust hereunder for the benefit of any one person shall constitute a separate trust and be administered accordingly; provided, however, all the assets in the several trusts may be combined for bookkeeping purposes and held for all the beneficiaries without physical division into separate trusts until the time of distribution.
- General Power to Manage Real Property. The trustee is authorized and 3.7. empowered:
 - To subdivide and resubdivide trust real property and sign applications, maps, and other documents incidental thereto;
 - To dedicate trust real property for public purposes, with or without consideration:
 - To grant and impose upon trust real property, conditions, covenants, easements, restrictions, rights of way, and other servitudes;
 - (d) To borrow against trust real property; and
 - (e) To do such other acts as may appear to the trustee advisable in connection with the exercise of any of the foregoing powers.
- Purchase at Foreclosure. The trustee is authorized and empowered to enforce the rights of the trusts with respect to any mortgage, deed of trust, pledge, or similar security device held in trust. This power includes but is not limited to the power to enforce, at a foreclosure sale (whether judicial or non-judicial) or other sale, the rights

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of the trusts in the secured property, and make bids upon and purchase, at the expense of the trusts, any property that is subject to the security device, and the power to accept a deed in lieu of foreclosure as full or complete satisfaction of the secured debt.

- 3.9. <u>Farm or Ranch Management</u>. The trustee, in connection with any farm or ranch property from time to time included in the trust estate, is authorized and empowered:
 - (a) To hire a professional farm or ranch manager or management service;
 - (b) To operate the property on a sharecrop or tenant farmer basis or by subcontract for farm or ranch services; and
 - (c) To construct, maintain, abandon, and remove structures, irrigation systems, ditches, and other improvements.
- 3.10. Compromise of Death Taxes and Expenses. The trustee is authorized and empowered to compromise (either solely as trustee hereunder or by joining in or approving any compromise made by the executor or other personal representative of any estate for which the trustee is authorized to pay death taxes and expenses as defined in Article Nine of the trust agreement) any and all controversies which may arise with respect to determination of the amount of such death taxes and expenses, upon such terms as the trustee shall in the trustee's discretion deem to be for the best interests of the trust or the other interest out of which the same are to be paid, and to pay any sum or sums which may be the subject of such compromise in the same manner as the death taxes and expenses referred to in Article Five of the trust agreement.
- 3.11. Reasonable Return. The trustee's power to retain and invest trust property is subject to the condition that the return from all investments in the aggregate is reasonable in light of the circumstances existing at the pertinent time.
- 3.12. Power to Invest and Retain Trust Property. In investing, reinvesting, purchasing, acquiring, exchanging, and selling trust property the trustee shall act with the care, skill, prudence, and diligence under the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of the trust and its beneficiaries, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, to accomplish the purposes of the trust as determined from the trust agreement. In the course of administering the trust pursuant to this standard, individual investments shall be considered as part of an overall investment strategy. Subject to the foregoing limitations, the trustee is authorized to acquire every kind of property, real, personal, or mixed, and every kind of investment, including but not limited to obligations of the United States government. The trustee is authorized to retain property received into the trust at its inception or added to it or acquired pursuant to proper authority if and as long as the trustee considers that retention in the best interests of the trust or in furtherance of the goals of the trustors as determined from the trust agreement.

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- 3.13. <u>Duty to Convert Non-Productive Property Upon Direction</u>. Except as otherwise provided in this paragraph, in addition to the powers granted under the trust agreement, the trustee may retain, purchase, or otherwise acquire unproductive or underproductive property. However, if, after the death of the first of the trustors to die, the surviving trustor directs the trustee to convert unproductive property into income-producing property, the trustee shall do so within a reasonable time.
- 3.14. Retention of Residence. After the death of the trustor first to die. the trustee may retain in any trust or trusts provided for under the trust agreement for the personal use of the surviving spouse, any property occupied by the trustors as a principal place of residence at the time of the trustor's death, for as long as the surviving spouse desires to occupy the residence. The trustee shall pay from the trust estate all taxes and assessments levied or assessed against such property and all costs of keeping such property properly insured, maintained, and repaired. On the written request of the surviving spouse, the trustee may sell the residence and replace it with other property of comparable or lower value, suitable as a residence for the surviving spouse. If the surviving spouse becomes subject to a conservatorship or quardianship of his or her estate or person, the conservator or guardian shall be empowered to act for the surviving spouse. In deciding the terms and conditions relating to the sale of the residence, the trustee shall take into account all relevant factors, including but without limitation, the intent of the trustors that no sale be made in a "forced sale" situation or at a time when, because of high mortgage rates or otherwise, the residential real estate market is depressed. The trustee may, in selling the residence, dispose of it upon such terms as the trustee deems desirable, including a contract for sale, an installment sale, a lease with option to purchase, or any other desirable method of disposing of the residence; provided, however, that if the sale is effected for consideration other than cash, the purchaser's obligation shall be secured by a first deed of trust.
- 3.15. <u>Retention of Business Interests</u>. The trustee may retain, manage, and operate any property, business, or enterprise (including a sole proprietorship or interest in a general or limited partnership or corporation) received or acquired pursuant to the trust agreement.
- 3.16. <u>Allocation Between Principal and Income</u>. The trustee shall determine, unless otherwise directed by the terms of the trust agreement, whether all or any part of any payment or property received, or charge or expense (including taxes) incurred, shall be credited to or charged against income or principal, or both, in the manner provided by the law of the state of domicile on the date of trustors' deaths.
- 3.17. <u>Property Taxes and Assessments</u>. Anything herein to the contrary notwithstanding, the trustee may allocate property taxes and assessments (whether paid in a single payment or installments) to income or principal, or partially to both, and pay the same accordingly.
- 3.18. Rental Property. Anything herein to the contrary notwithstanding, the trustee may establish reserves for repairs, improvements, upkeep, obsolescence, and depreciation of trust property as the trustee, in the trustee's discretion, deems advisable and charge the same to income or principal as the trustee determines.
- 3.19. Property Purchased at Foreclosure. When property is purchased at foreclosure or by deed in lieu of foreclosure on sale in partial or full satisfaction of a



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debt which is secured by the encumbrances against the property, the income and expense attributable to such property and proceeds of its sale by the trustee shall be allocated between income and principal as if the property were being initially acquired as a trust investment.

- 3.20. <u>Depreciation Reserve</u>. Anything to the contrary notwithstanding, the trustee shall be required to establish appropriate reserves for depreciation.
- 3.21. Reserve for Death Taxes. The trustee is hereby authorized to reserve out of principal funds, if any, which would otherwise be payable outright to beneficiaries of any trust hereby created, such sum or sums as the trustee shall in its discretion deem necessary or proper to pay death taxes and expenses as defined in Article Nine of the trust agreement, or to pay any generation-skipping transfer taxes at any time payable because of a termination or distribution as defined by law; provided, however, that nothing in this paragraph shall be deemed to postpone or defer the vesting of any interest created by the trust agreement.
- 3.22. Reimbursement for Death Taxes. The trustee is under no duty to seek reimbursement from any source whatever for any amount which may be disbursed for the payment of death taxes and expenses as defined in Article Nine of the trust agreement. The trustee may in the trustee's discretion either pay any of the taxes, penalties, and interest included as part of death taxes and expenses directly to the taxing authorities, or to the executor or other personal representative of the estate for which the trustee is authorized to pay death taxes and expenses under Article Five of the trust agreement.

JIMMY E. JOHNSON, the Trustor and Trustee of THE JIMMY E. JOHNSON AND MARGARET M. JOHNSON REVOCABLE TRUST AGREEMENT, under the terms of the Trust Agreement, hereby certifies that this Certificate of THE JIMMY E. JOHNSON AND MARGARET M. JOHNSON REVOCABLE 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 <u>18</u> day of *APRIL* , 2006.

JIMMY E. JOHNSØN TRUSTOR AND TRUSTEE

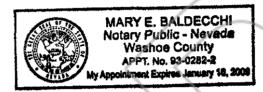
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STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on Capril 28, 2006, by JIMMY E. JOHNSON.

May E. Ballecchi
NOTARY PUBLIC



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