

OFFICIAL RECORD

Requested By:

GEORGE KEELE

The undersigned hereby affirms
that there is no
Social Security number
contained in this document.

When recorded, mail to:
George M. Keele, Esq.
1692 County Road, #A
Minden, NV 89423

Douglas County - NV
Karen Ellison - Recorder

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**CERTIFICATE OF THE TRUST AGREEMENT
OF R. VAUGHAN DAVIS dated 5/26/99, as amended and restated**

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

1. **Name and Date of Trust.** R. VAUGHAN DAVIS, as Settlor and Trustee, executed the TRUST AGREEMENT OF R. VAUGHAN DAVIS on May 26, 1999, thereby creating a revocable, living trust identified as the TRUST AGREEMENT OF R. VAUGHAN DAVIS. On October 28, 2008, R. VAUGHAN DAVIS, as Settlor (or Grantor) and Trustee, executed an Amendment to and Restatement of the TRUST AGREEMENT OF R. VAUGHAN DAVIS dated 5/26/99 (hereinafter: the "Trust Agreement").

2. **Successor Trustees.** Successor Trustees shall be appointed as follows:
A. R. VAUGHAN DAVIS Unable to Act. In the event R. VAUGHAN DAVIS shall resign or otherwise become unable to act as Trustee, then KATHERINE VAUGHAN MOLLET shall be appointed as successor Trustee of all trusts provided for in this Trust Agreement. If KATHERINE VAUGHAN MOLLET shall resign or otherwise become unable to act as successor Trustee, then THOMAS K. MOLLET shall be appointed as successor Trustee of all trusts provided for in this Trust Agreement. If THOMAS K. MOLLET shall resign or otherwise become unable to act as successor Trustee, then LIDA G. LOPEZ shall be appointed as successor Trustee of all trusts provided for in this Trust Agreement

B. All Named Trustees Unable to Act. In the event all Trustees named in this Trust Agreement shall resign or otherwise be unable to act hereunder, the last surviving named Trustee to resign or otherwise become unable to so act shall appoint a successor Trustee. In the event such last surviving named Trustee fails or is unable to make such an appointment, the beneficiaries under this Trust shall secure the appointment of a successor Trustee or Trustees by a court of competent jurisdiction, at the expense of this Trust, which expense shall be borne proportionately by the respective trusts and shares then constituted.

C. Incapacity of Trustee. Whenever two licensed, practicing medical doctors who are not related by blood or marriage to the Grantor or to any beneficiary or trustee of this trust certify in writing that a person serving as trustee cannot discharge the duties of trustee because of mental or physical infirmity and the certificates are personally served upon that person, then the office of that person shall be deemed vacated and the alternate trustee provisions under paragraphs A and B of this section shall apply. However, if after receipt of the certificates, the trustee alleged to be incompetent gives written notice to the person causing the certificates to be issued that he or she disagrees with the doctors, then the trustee shall continue in office unless he or she resigns or is removed by a court of competent jurisdiction. If a trustee has been removed and, at a later date, the removed trustee regains competency and can evidence said competency with written affidavits from two licensed, practicing medical doctors who are not related by blood or marriage to the Grantor or to any beneficiary or trustee of this trust, and serves said affidavits upon the acting trustees, the removed trustee shall replace the acting trustee(s) and resume duties as trustee hereunder. Anyone dealing with the trust may rely upon written medical certificates, or a photocopy of them, presented by the successor trustee(s), or original trustee(s), and shall incur no liability to any beneficiary for any dealings by that person with any designated trustee(s) or successor trustee(s), provided that his or her reliance on said certificates is exercised in good faith. This provision is inserted in this document to encourage third parties to deal with any trustee or successor trustee(s) without the need for court proceedings.

D. Acceptance. Each individual or corporation becoming a successor Trustee under this Trust, or any of the other trusts created herein, shall accept the office of Trustee in writing. Acceptance shall take effect immediately upon delivery of such written acceptance to Grantor, during his or her lifetime and, thereafter, to any Trustee hereunder; if, for any reason, there shall be no Trustee then serving, to any beneficiary hereunder, without the necessity of any other act, instrument, conveyance or means of transfer.

E. Trust Decisions. Whenever more than two (2) Trustees are in office, a majority of the Trustees, whether individual or corporate, shall have the power to make any decision, undertake any action, or execute any documents affecting this Trust or any separate trusts and shares created herein; in the event there are two (2) Trustees in office, they must act unanimously. Nevertheless, the Trustees may form checking, savings or investment accounts that require only one Trustee's signature to effect transactions for such an account. If there is only one (1) Trustee in office, the decision of the sole Trustee shall be binding.

3. **Title of Assets.** The form in which title to assets of the trust is to be taken is as follows: R. VAUGHAN DAVIS, Trustee of the TRUST AGREEMENT OF R. VAUGHAN DAVIS TRUST dated 5/26/99, as amended and restated.

4. **Powers of Trustees.**

Generally. Subject to any limitations stated elsewhere in this instrument, the initial and successor Trustee is vested with the power to do and perform all acts necessary to accomplish the proper management and distribution of this Trust and the trust estate. In addition to the powers enumerated at NRS 163.265 through NRS 163.410, which are hereby incorporated into this Trust Agreement by this reference as though fully set forth at length, as well as any powers now or hereafter conferred by law



affecting this Trust and the trust estate, the initial and successor Trustee is hereby vested with the following powers:

A. **Retention of Property.** To hold any property received into this Trust at its inception or subsequently added to it or acquired pursuant to proper authority, which the Trustee in the exercise of his or her absolute discretion and intelligence may deem to be in the best interests of this Trust.

B. **Operation of Business.** Subject to the same restrictions and limitations set forth above, the Trustee may continue the operation of any business lawfully received into this Trust whether organized as a sole proprietorship, partnership or corporation; to do and perform all acts that Trustee, in his or her discretion, deems necessary or advisable in the operation of such business; and to dissolve, liquidate or sell such business at such time and on such terms as Trustee, in his or her discretion, deems in the best interest of this Trust and the respective trusts and shares herein created.

C. **Investment Powers.** 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 being limited to, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies, certificates of deposit, bonds, and/or mutual funds, that men or women of prudence, discretion and intelligence acquire for their own account, including any common trust fund administered by the successor Trustee. The investments need not be diversified.

D. **Management Powers.** To manage and control the trust estate and to encumber, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property or otherwise dispose of any of the trust property; to grant options; to lease trust property for any purpose and for terms within or extending beyond the duration of this Trust, including exploration for the removal of gas, oil and other minerals; and to enter into community oil leases, pooling, and utilization agreements; to create restrictions, easements, and other servitudes; to compromise claims existing in favor of or against the trust; to carry insurance of such kinds and in such amounts as the Trustee may deem advisable, at the expense of the trust; to commence or defend, at the expense of the trust, such litigation with respect to the trust or any property of the trust estate as the Trustee may deem advisable and to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

E. **Loans of Trust Assets.** To make loans in such amounts, upon such terms, at such rates of interest and on such security as Trustee deems prudent, provided such loans are evidenced by promissory notes; and to purchase a holder's interest in a secured promissory note and the security therefor at such discount as Trustee shall deem prudent, taking into account the terms thereof, the rate of interest, and the nature of the security.

F. **Money Borrowed.** To borrow money for any trust purpose upon such terms and conditions as the Trustee may deem proper, and to obligate the trust estate for repayment; to encumber the trust estate or its property by mortgage, deed of trust, pledge, or otherwise, using such procedure to consummate the transaction as the Trustee may deem advisable. The power of the Trustee to borrow shall include the power to borrow money on behalf of one trust from any other trust provided for in this Trust Agreement, and to obligate the trusts, or any of them, provided for in this Trust Agreement to repay such borrowed money.



G. **Income v. Principal.** To determine what is principal or income of the trust estate and apportion and allocate such principal or income in accordance with the provisions of the applicable statutes of the State of Nevada as they may now exist and may from time to time be enacted, amended, or repealed; any such matter not provided for either in this instrument or under the laws of the State of Nevada shall be determined by the Trustee in accordance with accepted accounting practices.

H. **Distribution of Assets.** To partition, allot, and distribute the trust estate, on any division or partial or final distribution of the trust estate, in money, undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee may deem necessary to make any 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 pro rata division, or to distribute the same assets to beneficiaries similarly situated, but rather, the Trustee may, in his or her discretion, make a non-pro rata division between the trusts or shares and non-pro rata distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries, have equivalent or proportionate fair market value. After any division of the trust estate, Trustee may make joint investments with funds from some or all of the several shares or trusts, but Trustee shall keep a separate account for each share or trust.

I. **Transactions with Trustee.** To loan or advance the Trustee's own funds to this Trust for any trust purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of this Trust; to purchase assets of this Trust at their fair market value as determined by an independent appraisal of those assets; and to sell property to the trust at a price not in excess of its fair market value as determined by an independent appraisal.

J. **Transactions With Grantor and Beneficiaries.** To purchase, at fair market value, securities or other property from, or otherwise contract with Grantor, the beneficiaries under this Trust or any of the respective trusts and shares herein created, or the legal representatives of their respective estates, and make secured or unsecured loans to Grantor, beneficiaries hereunder or the legal representatives of their respective estates, in such amounts, upon such terms, at such rates of interest and on such security as Trustee deems prudent.

K. **Distributions to Beneficiaries.** To make distributions hereunder directly to any beneficiary, to the guardian of such beneficiary's person or estate or to any other person deemed suitable by Trustee for the benefit of a beneficiary, or by direct payment of such beneficiary's expenses.

L. **Securities.** To acquire, register or qualify for exemption from registration, and sell any securities (including options, whether "puts" or "calls") or other property held under this Trust in the name of Trustee or in the name of a nominee with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any securities or other property held hereunder so that title thereto will pass by delivery; however, the books and records of Trustee shall show that all such investments are part of this Trust and the respective trusts herein created; and to enter into short sales of securities. To have all the rights, powers and privileges of an owner with respect to the securities held in trust including, but not limited to, the power to vote, give proxies, and pay assessments; to participate

in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and 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 subscription or conversion rights.

M. **Tax Liabilities.** To take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of this Trust and its beneficiaries, and the Trustee shall have the power to allocate the benefits among the various beneficiaries, and the Trustee shall have the power 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 have had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

N. **Administration Expenses.** To pay all taxes, assessments, fees, charges and other expenses incurred in the administration of this Trust and the respective trusts and shares herein created, and to employ and pay reasonable compensation to agents and counsel, including investment counsel. Notwithstanding any other provision of this Trust Agreement, all taxes, assessments, fees, charges, and other expenses incurred by the Trustee in the administration or protection of this Trust, including the compensation allowed by any court to the Trustee for his or her services hereunder, shall be a charge upon the trust estate and shall be paid by the Trustee out of the income therefrom, or in the event and to the extent that the income may be insufficient, then out of the principal of the trust estate, prior to final distribution of the trust property; and the determination of the Trustee with respect to all such matters shall be conclusive upon all persons howsoever interested in this Trust.

O. **Expenses of Last Illness.** To pay the expenses of the last illness, funeral and burial of Grantor and the estate, inheritance, succession and other death taxes, including any interest and/or penalties thereon, imposed under the laws of any jurisdiction by reason of the death of Grantor or with respect to the transfer or receipt of any property passing or which has passed under or outside this Trust and any amendment hereto, regardless of whether the same is included in the estate of Grantor.

P. **Retention of Professionals.** To retain such advisors, agents, and counsel, including legal, tax and/or investment counsel, as Trustee deems advisable, to make recommendations to Trustee and to assist Trustee in exercising the powers granted to Trustee pursuant to this Trust Agreement. Such advisors, agents or counsel shall be appointed or removed by Trustee by written instrument, signed and acknowledged by Trustee and delivered to the advisors, agents or counsel so appointed or removed; and reasonable compensation for all services performed by such advisors, agents or counsel shall be paid by this Trust, or the respective trusts and shares herein created, as a cost of administration thereof and shall not affect the compensation to which Trustee shall be entitled.

Q. **Funds on Deposit.** To hold funds on deposit in one or more accounts, with various financial institutions or brokerage companies, and in such form of account, whether or not interest bearing, as Trustee may determine, without regard to the amount of any such deposit or whether it would otherwise be a suitable investment for funds of this Trust.

R. **Safe Deposit Boxes.** To open and maintain safe deposit boxes in the name of Trustee.



S. **Power to Terminate Trust.** If any trust created herein has at any time, in the opinion of the Trustee, reached a point where it is not economically feasible to continue, the Trustee may, in his or her discretion but is not required to, terminate such trust and, regardless of the age of the beneficiaries thereof, distribute the principal and any accrued or undistributed net income thereof to such beneficiaries, or to their guardian or other fiduciary.

T. **Release/Restriction of Powers.** To release or restrict the scope of any power that the Trustee may hold in connection with this Trust, whether such power is expressly granted herein or implied by law. The Trustee shall exercise this power in a written instrument executed by the Trustee specifying the power to be released or restricted and the nature of the restriction.

5.2 Powers Not Limited. The enumeration of the powers set forth in this Article shall not limit the general or implied powers of Trustee. No exercise of any power granted to Trustee shall operate to increase the estate tax or income tax liability of this Trust nor any of the separate trusts or shares herein created. Trustee shall have such additional powers as are now or may hereafter be conferred upon Trustee by law that may enable Trustee to administer this Trust and the respective trusts and shares herein created, subject only to limitations expressly provided herein. In no event shall this paragraph be construed as giving Trustee the authority to possess a power which will cause this Trust, or any beneficiary herein, to incur any additional tax liability.

5. **Revocation and Amendment.**

A. **Revocation During Grantor's Lifetime.** During the lifetime of Grantor, this Trust may be revoked, in whole or in part, as follows: by a written instrument signed by Grantor, acknowledged before a notary public and delivered to Trustee.

B. **Amendment During Grantor's Lifetime.** At any time during the lifetime of Grantor, Grantor may amend any of the terms of this Trust Agreement by a written instrument signed by Grantor, which instrument shall be duly acknowledged before a notary public and delivered to Trustee. No amendment shall substantially increase the duties or liabilities of Trustee or change Trustee's compensation without Trustee's written consent, nor shall Trustee be obligated to act under such an amendment unless Trustee accepts same.

C. **Revocation and Amendment After the Death of Grantor.** After the death of Grantor, no portion of this Trust Agreement may be amended, revoked or terminated, except as otherwise stated herein.

D. **Retention of Property Sufficient to Satisfy Liabilities.** If this Trust Agreement is revoked with respect to all or a major portion of the property subject hereto, Trustee shall be entitled to retain sufficient property reasonably necessary to secure payment of liabilities lawfully incurred by Trustee in the administration of this Trust, including Trustee's fees that have been earned, unless Grantor shall indemnify Trustee against all loss or expense.

R. VAUGHAN DAVIS, the Grantor and Trustee of the TRUST AGREEMENT OF R. VAUGHAN DAVIS dated 5/26/99, as amended and restated, under the terms of the Trust Agreement, hereby certifies that this Certificate of the TRUST AGREEMENT OF R. VAUGHAN DAVIS dated 5/26/99, as amended and restated, is an accurate summary of the provisions of the Trust Agreement, that the Trust Agreement has not



