16

DOC # 0741906 04/24/2009 11:30 AM Deputy: PK OFFICIAL RECORD Requested By: HENRY W CAVALLERA

Mail Tax Statement and When Recorded, Mail To:

JOHN W. HILL 1617 Johnson Lane Minden, NV 89423 Douglas County - NV Karen Ellison - Recorder

Page: 1 Of 13 Fee: BK-0409 PG-5996 RPTT:

26.00



TRUSTEE'S CERTIFICATE OF TRUST

| also known as, JOHN W. HILL 2009 TRUST AGREEMENT established on the |
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| 1. A Trust Agreement entitled the JOHN WILLIAM HILL, also known as, JOHN W. HILL 2009 TRUST AGREEMENT was executed on the 31 day of |
| also known as, JOHN W. HILL 2009 TRUST AGREEMENT was executed on the 31 day of |
| executed on the 31 day of MACH , 2009. 2. (a) The Trust was established by the following |
| 2. (a) The Trust was established by the following |
| |
| Trustor: |
| |
| Name: <u>JOHN WILLIAM HILL</u> , also known as, JOHN W. |
| HILL |
| |
| Address: 1617 Johnson Lane, Minden, Nevada 89423 |
| (b) The present acting Trustee(s) is: |
| Name: <u>JOHN WILLIAM HILL</u> , also known as, JOHN W. |
| HILL |
| Address: 1617 Johnson Lane, Minden, Nevada 89423 |

That the Trustee(s) of said Trust has the following powers in addition to those provided by the Nevada Revised Statutes. During the lifetime of the Trustor, these powers are to be exercised by the Trustee. If the Trustee, or any of them, becomes incapacitated, the powers are to be exercised by the Successor Trustee, 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 Trustor cannot handle his or her own affairs.

4. POWERS OF TRUSTEE

Section 4.01. Retain Investments of Trustor. The Trustee is authorized to retain in the trust for such time as it may deem advisable any property, including shares of its own stock, received by it from the Trustor, whether or

Trustor

0741906 Page: 2 Of 13

BK- 0409 PG- 5997 not such property is of the character permitted by law for the investment of trust funds, and to operate at the risk of the Trust Estate any business or property received by it from the Trustor.

Section 4.02. Management of Trust Property. The

Trustee shall with respect to any and all property which may
at any time be held by it 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 Trustee may deem advisable, to:

- (a) Sell, convey, exchange, convert, improve, repair, 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.

Trustor

0741906 Page: 3 Of 13

- (e) Commence or defend at the expense of any trust provided for in this Agreement such litigation with respect to any such trust or any property of the Trust Estate as it may deem advisable.
- (f) Invest and reinvest the trust funds in such property as the Trustee may deem advisable, whether or not of the character permitted by law for the investment of trust funds, specifically including, but not by way of limitation, interests in any common trust fund or funds now or hereafter established and administered by the Trustee solely for the investment of trust funds. Hence, this trust is not subject to the prudent investor rule.
- (g) Vote and give proxies to vote any securities, including stock of the Trustee, held by it in trust pursuant to this Agreement, having voting rights.
- (h) In the event any Trust property is encumbered or conveyed as security for repayment of a Home Equity Conversion Mortgage ("HECM") loan to the Beneficiary, the Trustee will immediately, in writing, notify the lend and any servicer of the HECM loan of any of the following events:
 - 1. The death of any Beneficiary, or

or

- 2. Any change of occupancy by any Beneficiary,
 - 3. Any conveyance of the property, or
- 4. Any transfer of any beneficial interest in the property

The Trustee shall also ensure that Trust will abide by written instruments or agreements executed by the Beneficiary in connection with any such HECM loan.

(i) Pay any assessments or other charges levied on any

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PG- 5999 04/24/2009

- stock or other security held by it in trust pursuant to this Agreement.
- (j) Exercise 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.
- (k) 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 it in trust pursuant to this Agreement, and incident to such participation to deposit securities with and transfer title of securities to any protective or other committee established to further or defeat any such plan or proceeding.
- (1) Enforce any mortgage or deed of trust or pledge held by it 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.
- (m) 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.
- (n) Subject to any limitations expressly set forth in this Agreement and the faithful performance of its 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.

All of the Trustees are given full power of investment

Trustor

BK- 0409 PG- 6000 04/24/2009

5

of the Trust Estate without the supervision of 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.

Section 4.03. <u>Power to Borrow Money</u>. The Trustee shall have power to borrow money from any person, firm, or corporation, for any trust purpose on such terms and conditions as the Trustee may deem proper and to obligate the trust to repay such borrowed money.

Section 4.04. Power to Loan Money to Trust. The

Trustee is authorized to loan or advance Trustee's own funds
to the trust for any trust purpose at the rate of interest

Trustor

741906 Page: 6 Of 13

being charged by commercial banks in Minden, Nevada at the time such loan or advance is made to other persons having a net worth equal to that of the Trust Estate for similar loans or advances. Any such loan or advance, together with the interest accruing on such loan or advance, shall be a first lien against and shall be repaid from the Trust Estate.

Section 4.05. <u>Dealings With Trustor's Estate</u>. The Trustee is authorized to purchase securities or other property from and to make loans and advancements from the Trust Estate with or without security to the executor or other representative of the Trustor's estate.

Section 4.06. Manner of Holding Trust Securities. The Trustee may hold securities or other property subject to this Agreement in Trustee's name as Trustee under this Agreement, in Trustee's own name without a designation showing Trustee to be Trustee under this Agreement or in the name of Trustee's nominee, or the Trustee may hold such securities unregistered in such condition that ownership will pass by delivery.

Section 4.07. Determination of Principal and Income.

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741906 Page: 7 Of 13

BK- 0409 PG- 6002 04/24/2009 Except as otherwise specifically provided in this Agreement, the Trustee shall have full power and authority to determine, in Trustee's discretion, what shall constitute principal of the Trust Estate, gross income from the Trust Estate, and net income of the Trust Estate distributable under the terms of this Agreement. The determination of the Trustee as to what constitutes principal, gross income, or net income of the Trust Estate shall, except as may be otherwise expressly provided in this Agreement, be conclusive and binding on all persons in any manner interested in any trust created or to be created pursuant to this Agreement.

Section 4.08. Taxes and Expenses of Trust. property taxes, assessments, fees, charges, and other expenses incurred by the Trustee in the administration or protection of the trusts created by this Agreement, including the compensation of the Trustee provided for in this Agreement, shall be a charge on the Trust Estate and shall be paid by the Trustee prior to final distribution of the Trust Estate in full out of the principal or in full out of the income of the Trust Estate, or partially out of the

8

principal and partially out of the income of the Trust Estate, in such manner and proportions as the Trustee may deem to be advisable. The determination of the Trustee to pay such expenses and charges from the principal or income of the Trust Estate or partially from each shall be conclusive and binding on all persons in any manner interested in any trust created by or pursuant to this Agreement.

Section 4.09. Elections Under Tax Laws The Trustee may make such elections under the federal and state income and estate tax laws applicable to the Trust Estate as the Trustee determines should be made for the benefit of the trust beneficiaries, generally. No compensating adjustments between principal and income shall be made even though the elections made under the tax laws by the executor of Trustor's estate or the Trustee may affect, beneficially or adversely, the interests of the beneficiaries. The actions of the Trustee shall be binding upon all beneficiaries.

Section 4.10. <u>No Physical Segregation</u>. The Trustee shall not be required to physically segregate or divide any Trust or share hereunder except as may be expressly required

Trustor

BK- 0409 PG- 6004

9

0741906 Page: 9 Of 13

by Section 2.04 and as may be required by termination of the Trust.

- expressly exonerated from any duty to inquire and to any further authority or power of the Trustee or to see to the application of money or property delivered to the Trustee, the Trustee is 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 Trustee, or as required by law, or upon express written permission.
- 6. That JUDIE A. ST. CROIX, is named Successor

 Trustee to assume the responsibilities of Trustee upon the resignation, disability or death of the original Trustee.

 If JUDIE A. ST. CROIX, cannot serve for any reason, then I designate and appoint WELLS FARGO BANK, N.A. as Successor Trustee. The Successor Trustee 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 Trustor

Trust

during the lifetime of Trustor.

- 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 above.
- 10. If the Trust is revocable, the ID is the Trustor's Social Security Number.
- 11. Assets of the Trust should be titled as follows:

 JOHN WILLIAM HILL, also known as, JOHN W. HILL, Trustee of
 the JOHN WILLIAM HILL, also known as, JOHN W. HILL 2009

 Trust Agreement, dated the 31 day of MARCH,
 2009.
- 12. The Trust has not been revoked or amended in such a manner as to make any representations contained in this Certificate incorrect.

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741906 Page: 11 Of 13

The signature at the bottom of this Certificate are those of all of the currently acting Trustee.

DATED this 2) day of Marc

TRUSTEE:

WILLIAM HILL, also

JOHN W. HILL

STATE OF NEVADA

ss.

COUNTY OF WASHOE)

On this 3 day of 2009, before me, Krista in the year Notary Public in and for said state, personally appeared JOHN WILLIAM HILL, also known as, JOHN W. HILL, personally known to me to be the person who executed the above instrument, and acknowledged to me that she executed the same for purposes stated therein.



NOTARY PUBLIC in and for said County and State.

The property that is held by Trustee of this Trust and which is subject to this Certificate of Trust is described

All that real property located in Duglas County, State of Nevada, and more particularly described as:

> The East Half of the Northwest Quarter of the Northwest Quarter of the

> > 12

Trustor

Northwest Quarter of Section 2, Township 13 North, Range 20 East, M.D.B. & M.

Granting and reserving therefrom for the benefit of each party hereto and their heirs and assigns a non-exclusive easement for road purposes over the East thirty-three feet.

APN: 1320-02-001-001

Trustor 13