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

Page: 1 Of 3 Fee BK-1009 PG-2793 RPTT:

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## CERTIFICATE OF THE WATROUS FAMILY TRUST DATED 5/26/00, AS AMENDED

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. On May 26, 2000, GERDA WATROUS and WILMER ARNOLD WATROUS, hereinafter referred to as Settlors, together with the successor trustees designated in THE WATROUS FAMILY TRUST, designated as Trustees, executed THE WATROUS FAMILY TRUST (hereinafter sometimes referred to as "the Trust Agreement"). On June 17, 2000, WILMER ARNOLD WATROUS died, leaving GERDA WATROUS as the sole Settlor and sole Trustee.

On July 20, 2000, GERDA WATROUS, as the sole Settlor and sole Trustee executed a first Amendment to the Trust Agreement. On April 22, 2003, the sole Settlor and sole Trustee executed a second Amendment to the Trust Agreement. On August 12, 2004, the sole Settlor and sole Trustee executed a third Amendment to the Trust Agreement. On October 6, 2005, the sole Settlor and sole Trustee executed a Fourth Amendment to the Trust Agreement. On October 13, 2009, the sole Settlor and sole Trustee executed a Fifth Amendment to the Trust Agreement.

2. Successor Trustees. Successor Trustees shall be appointed as follows: If the office of trustee becomes vacant by reason of death, incapacity, or any other reason, then ADRIAAN HARM PLIJNAER and GERHARDA LINDEBOOM shall be appointed as successor co-trustees of all trusts provided for in this Trust Agreement. If either ADRIAAN HARM PLIJNAER or GERHARDA LINDEBOOM shall resign or otherwise become unable to act as a successor co-trustee, then the other shall be appointed to serve alone as successor trustee of all trusts provided for in this Trust Agreement.

- 3. **Title of Assets**. The form in which title to assets of the trust is to be taken is as follows: GERDA WATROUS, Trustee of The WATROUS FAMILY TRUST DATED 5/26/00, as amended.
- 4. **General Powers of Trustee**. To carry out the purposes of the trusts created under this instrument, the trustee shall have all of the powers enumerated in this trust instrument and all powers now or hereafter conferred on trustees under Nevada law, subject to any limitations stated elsewhere in this trust agreement.
- A. <u>Trustee's Power to Invest Property</u>. Subject to the standards of the prudent investor rule as stated in the Nevada Uniform Prudent Investor Act, as amended from time to time, the trustee shall have the power to invest and manage the trust assets as a prudent investor would, by considering the purposes, terms, distribution requirements, and other circumstances of the trust.
- B. <u>Power Over Unproductive Property</u>. The trustee shall have the power to retain or acquire unproductive or underproductive property.
- C. <u>Trustee's Liability.</u> No trustee shall be liable to any interested party for acts or omissions of that trustee, except those resulting from that trustee's willful misconduct or gross negligence. This standard shall also apply regarding a trustee's liability for the acts or omissions of any co-trustee, predecessor trustee, or agent employed by the trustee.
- D. <u>Waiver of Duty to Account.</u> Notwithstanding any provision of law to the contrary, at no time shall the trustee be required to render accounts to any person.
- E. <u>Co-trustee May Delegate Acts to Other Co-Trustee.</u> Any co-trustee may, from time to time, delegate to the other co-trustee routine acts of trust administration and may establish bank or other accounts for the trust that will honor the signature of one or of either co-trustee.

## 5. Revocation and Amendment.

- A. <u>Power and Revocation While Both Settlors Are Living.</u> During the joint lifetimes of the settlors, any trust created by this instrument may be revoked or terminated, in whole or in part, by either settlor as to any property of the settlors. Any trust created by this instrument may be modified or amended by both settlors acting jointly as to any community property of the settlors.
- B. <u>Power of Revocation and Amendment After Death of Deceased</u>
  <u>Settlor.</u> After the death of the deceased settlor, the surviving settlor may at any time amend, revoke, or terminate, in whole or in part, any trust created by this instrument other than the Disclaimer Trust, which shall be irrevocable and not subject to amendment. After the death of the surviving settlor, none of the trusts created by this instrument may be amended, revoked, or terminated.
- C. <u>Method of Revocation or Amendment</u>. Any amendment, revocation, or termination of any trust created by this instrument shall be made by written instrument signed by both settlors or by the settlor making the revocation, amendment, or termination, and delivered to the trustee. If the instrument making the revocation, amendment, or termination is signed by only one settlor and the other settlor is living at that time, a copy of the instrument making the amendment, revocation, or

termination shall also be delivered to the other settlor. An exercise of the power of amendment substantially affecting the duties, rights, and liabilities of the trustee shall be effective only if agreed to by the trustee in writing.

Delivery of Property After Revocation. After any revocation or termination with respect to community property, the trustee shall promptly deliver the designated property to the settlors. Unless otherwise provided in the revocation or this trust instrument, any community property so returned shall continue to be the community property of the settlors. After any revocation or termination with respect to separate or quasi-community property, the trustee shall promptly deliver the designated property to the contributing settlor.

GERDA WATROUS, the sole Settlor and sole Trustee of The WATROUS FAMILY TRUST DATED 5/26/00, as amended, under the terms of the Trust Agreement, hereby certifies that this Certificate of The WATROUS FAMILY TRUST DATED 5/26/00, as amended, is an accurate summary of the provisions of the Trust Agreement, as amended, that the Trust Agreement has not been revoked or amended to make any representations contained herein incorrect, and that the signature below is of the currently acting Trustee designated under the terms of the Trust Agreement, as amended, identifying the trust, naming the Trustee 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, as amended.

day of 18 Dated this // 2009.

> GERDA-WATROUS SETTLOR AND TRUSTEE

STATE OF NEVADA

SS.

**COUNTY OF DOUGLAS** 

This instrument was acknowledged before me on October 13, 2009, RDA WATROUS.

May E. Balleachi

by GERDA WATROUS.

