

DOC # 0755324
12/10/2009 01:42 PM Deputy: SG

OFFICIAL RECORD

Requested By:

JAMES R HALES

APN: 1320-32-710-024
RECORDING REQUESTED BY AND
MAIL TO:

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 12 Fee: 50.00
BK-1209 PG- 2491 RPTT: 0.00

JAMES R. HALES, ESQ.
✓ 1638 Esmeralda Avenue
Minden, NV 89423



Pursuant to NRS 239B.030(4), I affirm that
the instrument contained below (or attached hereto)
does not contain the social security number
of any person.

CERTIFICATE OF TRUST

COOPER

**CERTIFICATE IN INCUMBENCY,
CERTIFICATE OF TRUST,
ABSTRACT OF TRUST POWERS
AND DESIGNATION OF SUCCESSOR TRUSTEES**

I, John Perkowski, hereby declare:

1. That I am the trustor and the original co-trustee of The Perkowski Family Trust dated January 15, 1999 (referred to herein as the "Trust"), which trust was executed on January 15, 1999. The trust was originally revocable and upon the death of the first trustor became irrevocable.

2. That Jean E. Perkowski and John Perkowski were the original Co-Trustors and Co-Trustees of the Trust. Jean E. Perkowski died on June 23, 2009. A certified copy of her Death Certificate is attached hereto as Exhibit A.

3. That pursuant to the terms of the Trust, as amended. I am now the incumbent sole trustee and Daniel Anthony Perkowski and John Willet Perkowski are the successor Co-Trustees who shall serve in the event I cease to serve as trustee.

4. That the trustee, including without limitation any successor trustee, under the Trust is vested with the powers concerning the management of trust property set forth in the Trust and any powers now or hereafter conferred under the laws of the State of Nevada. The relevant portions of the Trust pertaining to trustee powers is attached hereto as Exhibit B and by reference incorporated herein.

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Prepared by

ROWE & HALES, LLP

P.O. Box 2080, Minden, Nevada, 89423 • Telephone (775) 782-8141

5. That the trust has not been revoked or amended in such a way to cause any representation set forth in this document to be incorrect.

6. That this document is signed by all those currently acting as trustee.

7. For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, title company, transfer agent, taxing authority, governmental agency, or party to act in reliance upon this Certificate of Incumbency, Certificate of Trust, Abstract of Trust Powers and Designation of Successor Trustees, I hereby represent, warrant and agree that:

(a) If the trust is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any person, organization, corporation or entity (hereinafter referred to in the aggregate as "Person") harmless from any loss suffered, or liability incurred by such Person acting in accordance with the instructions of the trustee acting under the trust agreement or this Certificate of Incumbency, Certificate of Trust, Abstract of Trust Powers and Designation of Successor Trustees prior to the receipt by such Person of actual notice of any such revocation or amendment.

(b) The powers conferred on the trustee by the trust agreement as set out in this Certificate of Incumbency, Certificate of Trust, Abstract of Trust Powers and Designation of Successor Trustees may be exercised by the trustee alone and the trustee's signature or acts under the authority granted in the trust agreement may be accepted by Persons as fully authorized by me and with the same force and effect as if I was personally present, competent, and acting on my own

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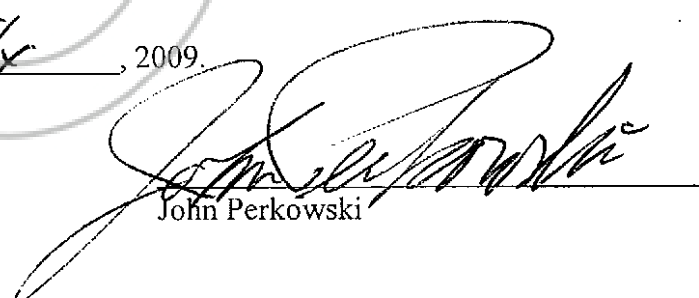
behalf. Consequently, all acts lawfully done by the trustee hereunder are done with my consent and shall have the same validity and effect as if I was personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns and personal representatives.

(c) No Person who acts in reliance upon this Certificate of Incumbency, Certificate of Trust, Abstract of Trust Powers and Designation of Successor Trustees or any representations my trustee may make as to: the fact that the trustee's powers are then in effect, the scope of the trustee's authority granted under the trust agreement, my competency at the time the trust agreement is executed, the fact that the trust agreement has not been revoked, or the fact that the trustee continues to serve as trustee, shall incur any liability to me, my estate, my heirs or assigns for permitting the trustee to exercise any such authority.

Pursuant to NRS 239B.030(4), I affirm that the instrument contained below (or attached hereto) does not contain the social security number of any person.

I declare under penalty of perjury that the foregoing statements are true and correct and that the Trust is in full force and effect as of the date of this Certificate of Incumbency, Certificate of Trust, Abstract of Trust Powers and Designation of Successor Trustees.

Dated this 22nd day of July, 2009.


John Perkowski

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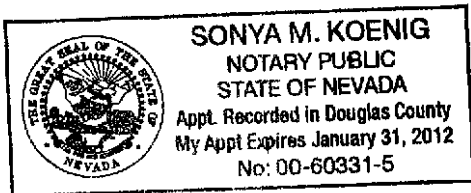
Prepared by

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STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

Signed and sworn to (or affirmed) before me on July 22, 2009 by John Perkowski.



Sonya M. Koenig
NOTARY PUBLIC

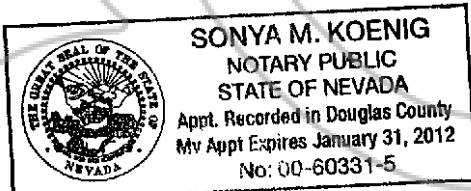
I, John Perkowski hereby acknowledge my acceptance of the appointment of trustee and confirm that I am currently functioning in this capacity in the above-named Trust.

Dated this 22nd day of July, 2009.

John Perkowski
John Perkowski

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

Signed and sworn to (or affirmed) before me on July 22, 2009 by John Perkowski.



Sonya M. Koenig
NOTARY PUBLIC

**STATE OF NEVADA
CERTIFICATION OF VITAL RECORD**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH
VITAL STATISTICS**

CERTIFICATE OF DEATH

2009010060
STATE FILE NUMBER

TYPE OR
PRINT IN
PERMANENT
BLACK INK

DECEDENT

IF DEATH
OCCURRED IN
INSTITUTION
SEE HANDBOOK
REGARDING
COMPLETION OF
RESIDENCE
ITEMS

PARENTS

DISPOSITION

TRADE CALL

CERTIFIER


REGISTRAR

CAUSE OF
DEATH

CONDITIONS IF
ANY WHICH
GAVE RISE TO
IMMEDIATE
CAUSE
STATING THE
UNDERLYING
CAUSE LAST

1a. DECEASED-NAME (FIRST,MIDDLE,LAST,SUFFIX) Jean Elizabeth PERKOWSKI		2. DATE OF DEATH (Mo/Day/Year) June 23, 2009		3a. COUNTY OF DEATH Carson City	
3b. CITY, TOWN, OR LOCATION OF DEATH Carson City		3c. HOSPITAL OR OTHER INSTITUTION -Name(if not either, give street and number) Carson Tahoe Regional Medical Center		3d. If Hosp. or Inst. indicate DOA, OP/Emer. Rm. Inpatient(Specify) Inpatient	
4. SEX Female		5. RACE White (Specify)		6. Hispanic Origin? Specify No - Non-Hispanic	
7a. AGE-Last birthday (Years) 88		7b. UNDER 1 YEAR MOS		7c. UNDER 1 DAY DAYS HOURS MINS	
8. DATE OF BIRTH (Mo/Day/Yr) October 16, 1920		9a. STATE OF BIRTH (if not U.S.A., name country) Michigan		9b. CITIZEN OF WHAT COUNTRY United States	
10. EDUCATION 14		11. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Married		12. SURVIVING SPOUSE (if wife, give maiden name) John PERKOWSKI	
13. SOCIAL SECURITY NUMBER 4202		14a. USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life, Even if Retired) Proof Reader		14b. KIND OF BUSINESS OR INDUSTRY Newspaper	
15a. RESIDENCE - STATE Nevada		15b. COUNTY Douglas		15c. CITY, TOWN OR LOCATION Gardnerville	
15d. STREET AND NUMBER 1524 Hussman Avenue		15e. INSIDE CITY LIMITS (Specify Yes or No) Yes		16. FATHER - NAME (First Middle Last Suffix) Clarence D ASLING	
17. MOTHER - NAME (First Middle Last Suffix) Elizabeth WOLVERTON		18a. INFORMANT - NAME (Type or Print) John PERKOWSKI		18b. MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip) 1524 Hussman Avenue Gardnerville, Nevada 89410	
19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Removal / Burial		19b. CEMETERY OR CREMATORY - NAME Arlington National Cemetery		19c. LOCATION City or Town State Arlington Virginia	
20a. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) JAMES SMOLENSKI <i>SIGNATURE AUTHENTICATED</i>		20b. FUNERAL DIRECTOR LICENSE 217		20c. NAME AND ADDRESS OF FACILITY FitzHenry's Carson Valley Funeral Home 1380 Highway 395 N Gardnerville NV 89410	
TRADE CALL - NAME AND ADDRESS					
21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) JORGE SALLABERRY MD <i>SIGNATURE AUTHENTICATED</i>			22a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title)		
21b. DATE SIGNED (Mo/Day/Yr) July 09, 2009		21c. HOUR OF DEATH 13:55		22b. DATE SIGNED (Mo/Day/Yr)	
21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		22c. HOUR OF DEATH		22d. PRONOUNCED DEAD (Mo/Day/Yr)	
22e. PRONOUNCED DEAD AT (Hour)		23a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) Doctor JORGE SALLABERRY MD - 1600 Medical Parkway Carson City, NV 89703		23b. LICENSE NUMBER 12639	
24a. REGISTRAR (Signature) JENELLE BALDWIN <i>SIGNATURE AUTHENTICATED</i>		24b. DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) July 15, 2009		24c. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).)					
PART I				Interval between onset and death	
(a) End Stage Chronic Obstructive Pulmonary Disease				Years	
DUE TO, OR AS A CONSEQUENCE OF:				Interval between onset and death	
(b) Recurrent Lower Respiratory Tract Infection				Days	
DUE TO, OR AS A CONSEQUENCE OF:				Interval between onset and death	
(c)					
DUE TO, OR AS A CONSEQUENCE OF:				Interval between onset and death	
(d)					
PART II				26. AUTOPSY (Specify Yes or No) No	
27. WAS CASE REFERRED TO CORONER (Specify Yes or No) No					
28a. ACC., SUICIDE, HOM., UNDET. OR PENDING INVEST. (Specify)		28b. DATE OF INJURY (Mo/Day/Yr)		28c. HOUR OF INJURY	
28d. DESCRIBE HOW INJURY OCCURRED					
28e. INJURY AT WORK (Specify Yes or No)		28f. PLACE OF INJURY- At home, farm, street, factory, office building, etc. (Specify)		28g. LOCATION STREET OR R.F.D. No. CITY OR TOWN STATE	

STATE REGISTRAR


BK- 1209
PG- 2496
0755324 Page: 6 Of 12 12/10/2009

VRS-Rev-20090902

282185 CERTIFIED COPY OF VITAL RECORDS

This is a true and exact reproduction of the document officially registered and placed on file in the office of the State Registrar and Vital Records.

DATE ISSUED:

This copy is not valid unless the date, seal and signature of Registrar.


 STATE REGISTRAR
SIGNATURE AUTHENTICATED

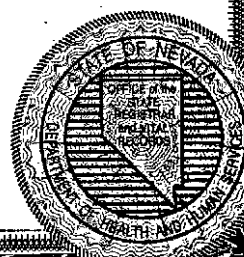
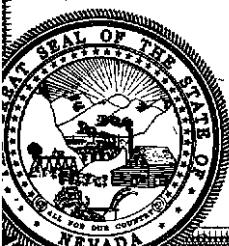


EXHIBIT "A"

POWERS OF TRUSTEE

In addition to all other powers and discretions granted or vested in a Trustee by law or by this instrument, any Trustee appointed hereunder shall have the following powers and discretions, subject always to its fiduciary obligations to carry out the purposes of each trust established hereunder:

A. General Powers

To do all such acts, take all such proceedings and exercise all such rights and privileges in the management of the Trust Estate as if it were an individual and the absolute owner thereof, including, without limiting the generality of the foregoing, the following:

- (1) To grant, bargain, sell (for cash or on deferred payments), convey, grant options, exchange or convert any real or personal property; subject to Article II, paragraph B(3), the Trustee shall be authorized to retain, sell, purchase, or otherwise acquire unproductive property.
- (2) To lease for terms either within or beyond the duration of this trust;
- (3) To enter into oil, gas and other mineral leases, pooling, unitization, repressurization, community and other types of agreements relating to the development, operation and conservation of mineral properties;
- (4) To assign, partition, divide, subdivide, repair, apply for zoning or rezoning and improve or develop any properties;
- (5) To loan, reloan, invest and reinvest the Trust Estate or any part thereof;
- (6) To vote stock, give proxies, pay calls for assessments, sell or exercise stock subscription or conversion rights;
- (7) To participate in foreclosures, reorganizations, consolidations, mergers, liquidations, pooling agreements, voting trusts, assent to corporate sales and other acts and, in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable;
- (8) To hold securities or other property in its own name or in the name of its nominee, without disclosing any fiduciary relation, including maintenance of "street name" accounts with brokers;
- (9) To procure and carry at the expense of the Trust Estate insurance of such kind and in such form and amount as the Trustee deems advisable to protect the Trustee and the Trust Estate against any hazard or liability to be carried as an expense of the Trust Estate;
- (10) To borrow money for any purpose; hypothecate the Trust

EXHIBIT A
First Page

EXHIBIT B

Estate or any part thereof and replace, renew and extend any encumbrance thereon, upon such terms, conditions and security as may be determined by the Trustee; to pay loans or other obligations of the Trust Estate, as the Trustee in its discretion deems advisable; with respect to the purchase of any property, as part of the consideration given therefor, to assume a liability of the transferor or to acquire such property subject to a liability; and to guarantee loans acquired by a Trustor;

(11) To deduct, retain, extend and pay out of any money belonging to the trust any and all necessary and proper expenses in connection with the operation and conduct of the trust including (but not by way of limitation) reasonable attorneys' fees, accountants' fees, investment counsel fees, and the like and to pay all taxes, insurance premiums, and other legal assessments, debts, claims, or charges which at any time may be due and owing by, or which may exist against the trust;

(12) To engage in business with the property of the trust as a sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual so engages in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership;

(13) To employ and pay any custodian, investment advisor, or any other agents to assist the Trustee in the administration of the trust. If investment counsel is retained, the Trustee may abide by the decision of the counsel and shall not be held liable or otherwise surcharged for losses directly attributable to investments made on the advice of independent counsel. During the period independent counsel is retained, the Trustee shall not be required to conduct reviews of trust investments, and it shall not be required to take action with respect to trust investments unless it receives written instructions from the investment counsel;

(14) To act hereunder through an agent or attorney-in-fact, or by or under a power of attorney duly executed by the Trustee, in carrying out any of the powers and duties herein authorized;

(15) To buy, sell and trade in securities of any nature (including "short" sales), to buy, sell and trade in commodities, to write options and otherwise deal in puts and calls, and for such purposes to maintain and operate margin accounts and other accounts with brokers as security for loans and advances made to the Trustee. It is the Trustors' intention that the Trustee be able to operate with respect to securities of any nature, commodities, and puts and calls as fully as any individual account could be so operated.

B. Retention of Assets and
Receipt of Other Properties

The Trustee may hold and retain any securities, properties, or other investments, including life insurance on the life of a beneficiary, and continue to hold, manage and operate any property, business or enterprise received or acquired at any time hereunder, as long as in its discretion it elects to do so, the profits or losses therefrom, if any, to

inure to or be chargeable against the Trust Estate and not the Trustee. The Trustee may receive from any source additional properties acceptable to it for addition to the Trust Estate, or if the Trust Estate has been divided into shares, for addition to one or more of such shares.

C. Investment Powers

In investing, reinvesting, purchasing, acquiring, exchanging and selling property for the benefit of this Trust, the Trustee shall exercise the judgment and care, under the circumstances then prevailing, which men of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of the foregoing standard, the Trustee is authorized to acquire 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, including stock of a Trustee, shares or other evidences of participation in regulated mutual investment companies, common trust funds, life insurance, and annuities on the life of or for the benefit of a beneficiary, which men of prudence, discretion and intelligence would acquire for their own account.

D. Principal and Income

Except as otherwise specifically provided herein, the determination of all matters relating to what is income or principal and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the law of the State of Nevada then in effect. In all instances in which such provisions do not resolve questions relating to principal and income, the Trustee shall determine the same in its discretion subject to its fiduciary obligations; while a Trustor or a Trustor's spouse is a beneficiary of any trust established hereunder the Trustee shall resolve such questions in favor of such Trustor or spouse; such person being the primary and absolutely preferred beneficiary.

Notwithstanding the foregoing, the Trustee shall: (1) Allocate to principal all dividends or other payments made by any corporation or mutual investment company that are designated by the company as a distribution of capital gains; (2) Where a premium has been paid or a discount received in connection with the purchase of a bond, amortize such premium or discount by making an appropriate charge or credit to income as the case may be; and (3) Charge income from time to time with a reasonable reserve for (a) depreciation of all income-producing depreciable real or personal property, and capital improvements and extraordinary repairs on income producing property; (b) depletion of all depletable natural resources; and (c) all intangible property having a limited economic life. Such allocations and charges need not be made, however, if written consents are obtained from all income beneficiaries and remaindermen, vested and contingent, living and competent to act. In addition, the Trustee may, with the consent of all income beneficiaries, charge expenses (such as Trustee's fees solely to income.

E. Facility of Payment - Minors and Incompetents Expenditures of Guardian

If at any time or from time to time any beneficiary entitled to receive income or principal hereunder shall be a minor or an incompetent, the Trustee may make any such payments, in its discretion, in any one or more of the following ways:

(1) Directly to such beneficiary by direct payment or by deposit in a savings account in the name of the beneficiary or an adult agent of the beneficiary, or by delivery to such person of securities, or other properties selected by the Trustee,

(2) To the natural guardian, or the legally appointed guardian, conservator, custodian or other fiduciary of the person or estate of such beneficiary,

(3) To any person or organization furnishing care, support, maintenance or education of such beneficiary, or

(4) By itself making expenditures directly for the care, support, maintenance or education of such beneficiary.

The Trustee shall not be required to see to the application of any funds so paid or applied and the receipt of such payee shall be full acquittance to the Trustee.

The decision of the Trustee as to direct payments or application of funds shall be conclusive and binding upon all parties in interest.

F. Compromise of Claims

The Trustee may, at its option, at any time, in connection with its management of the Trust Estate or the collection of any moneys due or payable to it as Trustee hereunder, compromise or abandon any claims existing in favor of or against the Trust Estate; commence or defend, at the expense of the trust, such litigation with respect to the Trust Estate as the Trustee may deem advisable.

G. Trustee's Advances

The Trustee may loan or advance its own funds for any trust purpose to this trust, said loans or advances to bear interest at the then current rate from date of advancement until paid and, together with interest, to constitute a first lien upon the entire Trust Estate until paid.

H. Division and Distribution in Kind

Upon any division of the Trust Estate into separate shares or trusts and upon any distribution, the Trustee may apportion and allocate the assets of the Trust Estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests, in such manner and at such

valuations as the Trustee in its discretion deems advisable. Any distribution in kind may be made, in the Trustee's discretion, on either a pro rata or non-pro rata basis so long as the respective assets allocated or distributed have equivalent or proportionate fair market value. The Trustee may sell such property as it deems necessary to make any such division or distribution. After any division of the Trust Estate, the Trustee may make joint investments with funds from some or all of the several shares or trusts.

I. Partial Termination by Trustee

In the event that the share or separate trust held for any beneficiary of this trust has, at any time, in the opinion of the Trustee, a fair market value of Ten Thousand Dollars (\$10,000.00) or less, the Trustee may, in its discretion, but is not required to, terminate such trust and, regardless of the age of such beneficiary, distribute the principal and any accrued or undistributed net income thereon to such beneficiary, or to his guardian, conservator or other fiduciary.

J. Transactions with Other Trusts or the Estate of a Trustor

The Trustee may purchase assets from, sell assets at fair market value to, borrow money from or loan money (with adequate security and interest) to (1) the estate of a deceased Trustor, or (2) another trust established by a Trustor, or engage in such transactions between separate trusts established hereunder. The terms of such transactions shall be solely within the discretion of the Trustee, and the Trustee shall incur no liability with regard thereto.

K. Budget Income and Expenses

The Trustee shall have the power to budget the estimated annual income and expenses of the trust in such manner as to equalize as far as possible periodic income payments to beneficiaries.

L. Taxes

Except as otherwise provided taxes shall be paid and charged by the Trustee as follows:

(1) Upon the death of any beneficiary, including a Trustor (in which case specific provision is made hereinafter) any estate, inheritance, succession or other death taxes, duties, charges or assessments, together with interest, penalties, costs, trustees' compensation and attorneys' fees, which shall become due by reason of the Trust Estate or any interest therein being includible for such tax purposes, may be paid by the Trustee from the Trust Estate, unless other adequate provision shall have been made therefor. Except as otherwise specifically provided, such payments shall be charged to the trust against which the obligation is imposed without any proration or charge therefor against any specifically designated beneficiary thereof.

(2) The Trustee shall have full power and authority to pay from

the Trust Estate any other taxes, charges or assessments for which the Trustee, the Trust Estate or any interest therein becomes liable, and any such payments shall be made from and charged to any share or separate trust thereof, as the Trustee in its discretion deems proper, and to either income or principal as prescribed by Nevada Law.

(3) The Trustee may make any such payments directly to a personal representative or other fiduciary and the Trustee may rely upon a written statement of such fiduciary as to the amount and propriety of such taxes, interest, penalties and other costs, and shall be under no duty to see to the application of any funds so paid.

M. Release of Powers

A Trustee shall have the power to release or to restrict the scope of any power that it may hold in connection with any trust created herein, 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 powers to be released or restricted and nature of the restriction.

N. U. S. Treasury Bonds

The Trustee is authorized, in its discretion, to purchase at less than par obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of either Trustor in such amounts as the Trustee deems advisable, and for that purpose the Trustee may partition a portion of the community property of the Trust Estate and make such purchases from either or both portions. If the Trustee has reason to believe either Trustor is in substantial danger of death, the Trustee may borrow funds in order to make such purchases, and give security for that purpose. The Trustee shall not be liable to either Trustor or any beneficiary of this trust on account of the Trustee's decision, made in good faith, to purchase or not to purchase such obligations. The Trustee is directed to redeem any such obligations that are part of the Trust Estate to the fullest extent possible in payment of federal estate tax liability of either Trustor.

O. Bank Accounts and Endorsements

The Trustee is authorized to open accounts at banking or savings and loan associations for the Trust Estate in such manner that funds may be withdrawn from such accounts upon the signature of one of two acting Trustees. The signature of one of two acting Trustees shall be sufficient to endorse any check or other payment which may be received for the account of the trust, and such endorsement shall be a sufficient receipt to the person giving such check or payment to the trust.