

APN# 1220-21-510-147

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Douglas County - NV
Karen Ellison - Recorder

Page: 1 of 11 Fee: 24.00
BK-1209 PG- 5835 RPTT: 0.00



Mail Tax Statements to:
Diane L. Hall
4758 Mason Street
Pleasanton, CA 94588

**CERTIFICATE OF INCUMBANCY/CERTIFICATION OF THE LEE A. PARODI
REVOCABLE TRUST**

I, DIANE L. HALL, as successor trustee of the LEE A. PARODI REVOCABLE TRUST dated May 30, 1997, certify as follows:

1. Creation of Trust; Identity of Trustee. On May 30, 1997, LEE A. PARODI, as settlor and trustee, created the LEE A. PARODI REVOCABLE TRUST ("the Trust"). LEE A. PARODI served as trustee of the Trust until her Resignation on January 28, 2007. Pursuant to the terms of the Trust, the undersigned, DIANE L. HALL, succeeded to and accepted the office of Successor Trustee upon the Resignation of LEE A. PARODI as trustee, and DIANE L. HALL is the currently acting Successor Trustee of the Trust. A copy of the Resignation of LEE A. PARODI is attached hereto as Exhibit 1.
2. Irrevocability of Trust. The Trust became irrevocable on the death of LEE A. PARODI on November 17, 2008.
3. Powers of Trustee. Attached hereto are true and correct copies of the first and signature pages of the Trust instrument, and the pages which designate the successor trustee and list the powers of the trustee.
4. Taxpayer Identification Number. The taxpayer identification number of the LEE A. PARODI Revocable Trust is 26-6728183.
5. Status of Trust. The Trust has not been revoked, modified or amended in any manner which would cause the representations contained in this certification of trust to be incorrect. This certification is being signed by the sole currently acting trustee of the Trust.
6. Enforceability; Authority. This certification of trust is made pursuant to California Probate Code Section 18100.5. Any transaction entered into by a person acting in reliance upon this certification of trust shall be enforceable against the assets of the Trust.



THE LEE A. PARODI TRUST
U/D/T DATED MAY 30, 1997

RESIGNATION OF TRUSTEE
OF
THE LEE A. PARODI TRUST DATED MAY 30, 1997

LEE A. PARODI, as Settlor and Trustee, executed a declaration of trust dated May 30, 1997 (the "Trust"). LEE A. PARODI now desires to, and does hereby, resign as Trustee of the Trust, effective on the consent of the successor trustee to act. Pursuant to Section 7.1 of the Trust, the settlor's daughter, DIANE L. HALL, shall succeed to the office of trustee of the Trust.

Date: 1/28/07

Lee A. Parodi
LEE A. PARODI, Settlor and Trustee

STATE OF CALIFORNIA)
COUNTY OF Alameda) ss.

On Jan. 28, 2007, before me, Leigh L. Oldenkamp a notary public, personally appeared LEE A. PARODI personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument, and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Leigh L. Oldenkamp
(Signature of Notary Public)

LEIGH L. OLDENKAMP
NOTARY PUBLIC
Comm. # 1454104
Exp. 12/2/07

CONSENT TO ACT
AS TRUSTEE

I hereby consent to act as trustee of the LEE A. PARODI TRUST dated May 30, 1997, effective immediately.

Date: 1/28/07

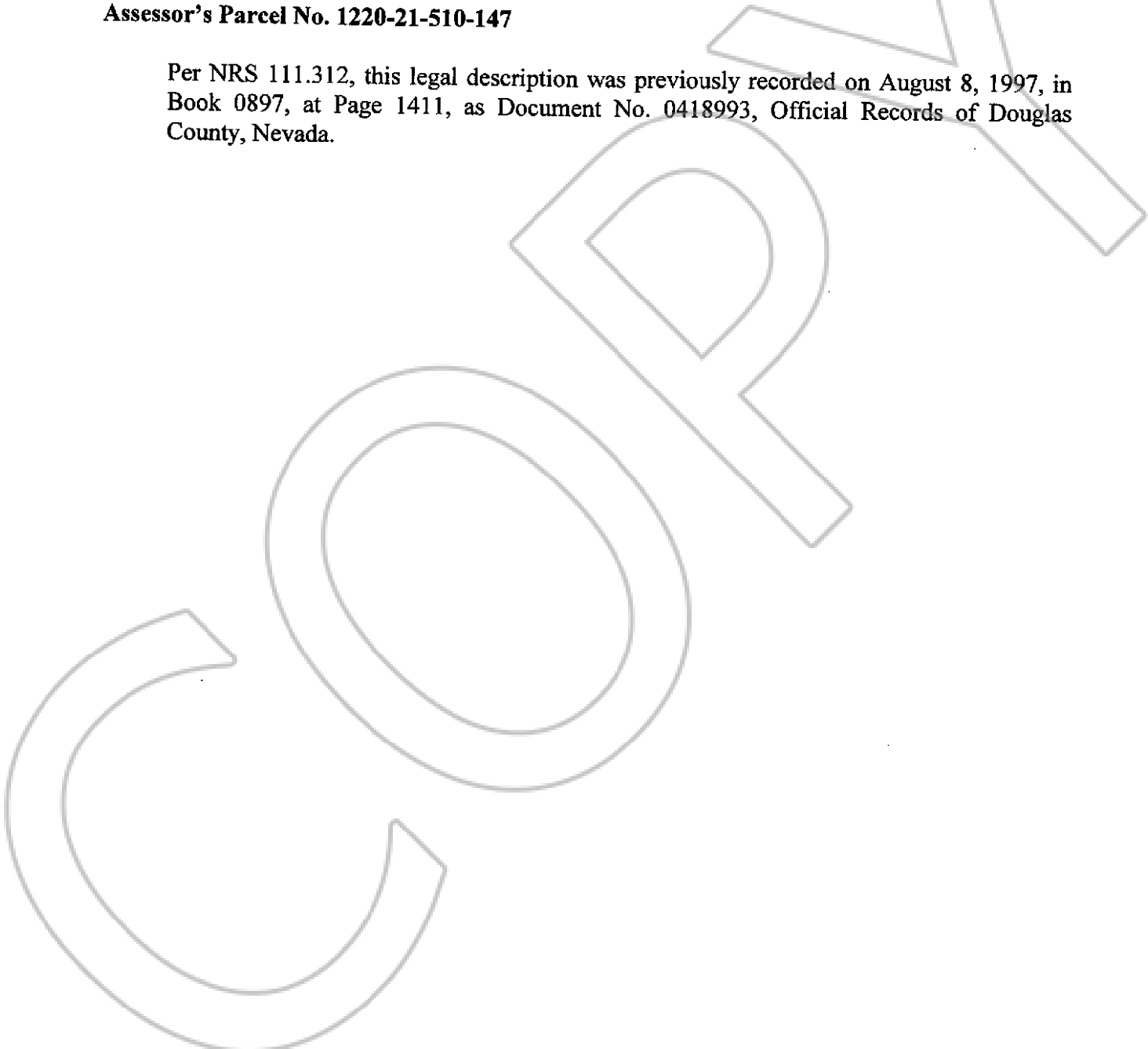
Diane L. Hall
DIANE L. HALL

EXHIBIT 2

Lot 195, as shown on the official map of GARDNERVILLE RANCHOS UNIT No. 6, filed for record on May 29, 1973, in the office of the County Recorder of Douglas County, Nevada as Document No. 66512, and on Record of Survey recorded October 1, 1982, in Book 1082, of Official Records at Page 006, as Document No. 71399

Assessor's Parcel No. 1220-21-510-147

Per NRS 111.312, this legal description was previously recorded on August 8, 1997, in Book 0897, at Page 1411, as Document No. 0418993, Official Records of Douglas County, Nevada.



THE LEE A. PARODI REVOCABLE TRUST

ARTICLE ONE CREATION OF TRUST

1.1. Declaration. LEE A. PARODI of Alameda County, California, who is herein referred to as "the settlor" or "the trustee," depending on the context, hereby declares that she holds certain property (the "trust estate") in trust, to be held, administered, and distributed according to the terms of this instrument. The settlor hereby revokes the Parodi Revocable Trust dated April 10, 1995.

1.2. Names of Trusts. The trusts created by this instrument shall be known collectively as the LEE A. PARODI REVOCABLE TRUST, and each separate trust created under this instrument shall be referred to by adding the name or designation of that separate trust as it appears in the appropriate section of this instrument.

1.3. Effective Date. This declaration shall be effective immediately on execution by all the parties.

1.4. Marital Status. The settlor is not currently married.

1.5. Previous Marriage. The settlor was previously married to RAYMOND H. PARODI, who died on September 24, 1994.

1.6. Identification of Living Children. The settlor has two living, adult children, namely: RAYMOND J. PARODI and DIANE L. HALL. The settlor has no deceased children.

1.7. Definitions of Child, Children, and Issue. As used in this instrument, the terms "child" and "children" refer to all persons referred to in California Probate Code Section 26, as in effect at the time of execution of this instrument, and the term "issue" refers to all persons referred to in California Probate Code Section 50, as in effect at the time of execution of this instrument. Notwithstanding the foregoing, CHERYL PARODI, the adopted daughter of the settlor's son, RAYMOND J. PARODI, and her issue, are specifically excluded from the definition of the terms "child," "children" and "issue" for purposes of this instrument; and the settlor specifically makes no provision for said individual or her issue herein.

ARTICLE TWO TRUST ESTATE

2.1. Definition of Trust Estate. All property subject to this instrument from time to time is referred to as the "trust estate" and shall be held, administered, and distributed as provided in this instrument. The trustee shall hold, administer, and distribute the property described in any

the trustee determines that doing so will allow the trustee to carry out the settlor's intentions in creating the trusts. All decisions of the trustee under this subsection are within the trustee's discretion and shall be final and incontestable by anyone.

(g) Amendment of Trust to Reflect Changes in Tax Law. If, in the judgment of the executor or the trustee, at any time after the execution of this trust instrument, any statute, regulation, court decision, or administrative ruling imposes different or additional requirements on the trust in connection with the generation-skipping transfer tax the executor or the trustee may petition the court to amend the terms of the trust to meet those requirements and achieve the purpose of this section.

ARTICLE SEVEN TRUSTEE

7.1. Successor Trustees. If the office of trustee becomes vacant, by reason of death, incapacity, or any other reason, and no successor trustee or cotrustees have been designated under any other provision of this trust instrument, the following, in the order of priority indicated, shall be trustee:

First, DIANE L. HALL, the settlor's daughter;

Second, JENNIFER RAE HALL, the settlor's granddaughter;

Third, RAYMOND J. PARODI, the settlor's son.

Any acting trustee shall have the power to designate his or her successor, and such designation shall take priority over all earlier designations. If all those named above are unwilling or unable to serve as successor trustee, a new trustee or cotrustees shall be appointed by the court.

7.2. Definition of Trustee. Reference in this instrument to "the trustee" shall be deemed a reference to whoever is serving as trustee or cotrustees, and shall include alternate or successor trustees or cotrustees, unless the context requires otherwise.

7.3. Removal and Replacement of Trustee. The settlor shall have the power, at any time and for any reason, with or without cause, to remove any trustee acting under this instrument, and notwithstanding any other provision of this instrument, designate another trustee to replace the removed trustee. Removal shall be effected by giving a written notice of removal to the trustee to be removed and to the designated successor. The removal shall become effective on the delivery to the settlor of a written acceptance of the trust by the successor trustee, and the settlor shall promptly notify the trustee being removed of the receipt of that acceptance.

7.4. Waiver of Bond. No bond or undertaking shall be required of any individual who serves as a trustee under this instrument.

7.5. Compensation of Individual Trustees. Each individual who is a trustee under this

instrument shall be entitled to reasonable compensation for services rendered, payable without court order.

7.6. Procedure for Resignation. Any trustee may resign at any time, without giving a reason for the resignation, by giving written notice, at least thirty (30) days before the time the resignation is to take effect, to the settlor, if living, to any other trustee then acting, to any persons authorized to designate a successor trustee, to all trust beneficiaries known to the trustee (or, in the case of a minor beneficiary, to the parent or guardian of that beneficiary) and to the successor trustee. A resignation shall be effective on written acceptance of the trust by the successor trustee.

7.7. General Powers of Trustee. To carry out the purposes of the trusts created under this instrument, and subject to any limitations stated elsewhere in this instrument, the trustee shall have all of the following powers, in addition to all of the powers now or hereafter conferred on trustees by law:

- (a) With or without court authorization, sell (for cash or on deferred payments, and with or without security), convey, exchange, partition, and divide trust property; grant options for the sale or exchange of trust property for any purpose, whether the contract is to be performed or the option is to be exercised within or beyond the term of the trust; and lease trust property for any purpose, for terms within or extending beyond the expiration of the trust, regardless of whether the leased property is commercial or residential and regardless of the number of units leased.
- (b) Engage in any transactions with the personal representative of the estate of the settlor that are in the best interest of any trusts created in this instrument.
- (c) Manage, control, improve, and maintain all real and personal trust property.
- (d) Subdivide or develop land; make or obtain the vacation of plats and adjust boundaries, or adjust differences in valuation on exchange or partition by giving or receiving consideration; and dedicate land or easements to public use with or without consideration.
- (e) Make ordinary or extraordinary repairs or alterations in buildings or other trust property, demolish any improvements, raze existing party walls or buildings, and erect new party walls or buildings, as the trustee deems advisable.
- (f) Employ and discharge agents and employees, including but not limited to attorneys, accountants, investment and other advisers, custodians of assets, property managers, real estate agents and brokers, and appraisers, to advise and assist the trustee in the management of any trusts created under this trust instrument, and compensate them from the trust property.
- (g) With respect to securities held in trust, exercise all the rights, powers, and

privileges of an owner, including, but not limited to, the power to vote, give proxies, and pay assessments and other sums deemed by the trustee necessary for the protection of the trust property; participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection therewith, deposit securities with and transfer title to any protective or other committee under such terms as the trustee deems advisable; exercise or sell stock subscription or conversion rights; and accept and retain as investments of the trust any securities or other property received through the exercise of any of the foregoing powers.

(h) Hold securities or other trust property in the trustee's own name or in the name of a nominee, with or without disclosure of the trust, or in unregistered form, so that title may pass by delivery.

(i) Deposit securities in a securities depository that is either licensed or exempt from licensing.

(j) Borrow money for any trust purpose from any person or entity, including one acting as trustee hereunder, on such terms and conditions as the trustee deems advisable, and obligate the trust for repayment; encumber any trust property by mortgage, deed of trust, pledge, or otherwise, whether for terms within or extending beyond the term of the trust, as the trustee deems advisable, to secure repayment of any such loan; replace, renew, and extend any such loan or encumbrance; and pay loans or other obligations of the trust deemed advisable by the trustee.

(k) Procure and carry, at the expense of the trust, insurance in such forms and in such amounts as the trustee deems advisable to protect the trust property against damage or loss, and to protect the trustee against liability with respect to third persons.

(l) Enforce any obligation owing to the trust, including any obligation secured by a deed of trust, mortgage, or pledge held as trust property, and purchase any property subject to a security instrument held as trust property at any sale under the instrument.

(m) Extend the time for payment of any note or other obligation held as an asset of, and owing to, the trust, including accrued or future interest, and extend the time for repayment beyond the term of the trust.

(n) Pay or contest any claim against the trust; release or prosecute any claim in favor of the trust; or, in lieu of payment, contest, release, or prosecution, adjust, compromise, or settle any such claim, in whole or in part, and with or without consideration.

(o) At trust expense, prosecute or defend actions, claims, or proceedings of

whatever kind for the protection of the trust property and of the trustee in the performance of the trustee's duties, and employ and compensate attorneys, advisers, and other agents as the trustee deems advisable.

7.8. Power to Retain Trust Property. The trustee shall have the power to retain property received into the trust at its inception or later added to the trust, without regard to whether the trust investments are diversified, until, in the judgment of the trustee, disposition of the property should be made.

7.9. Trustee's Power to Invest Trust Property. The trustee shall have the power to invest in and acquire every kind of property, real, personal, or mixed, including but not limited to improved and unimproved real property, corporate and government obligations of every kind, stocks (both preferred and common), shares of mutual funds of any character, shares of investment companies, interest-bearing accounts, and foreign assets. The trustee is under no duty to diversify investments. This section of the trust instrument shall be construed as allowing the trustee a broader latitude with respect to trust investments than would be permitted by the California Uniform Prudent Investor Act, as amended from time to time.

7.10. Power Over Unproductive Property. The trustee shall have the power to retain or acquire unproductive or underproductive property.

7.11. Power to Self-Deal. The trustee, acting as an individual or as a trustee of another trust not created by this trust instrument, shall have the power to perform the following acts with respect to the property of any trust under this trust instrument: purchase property from or sell property to the trust at fair market value; exchange property for trust property of equal value; lease property from or to the trust at fair rental value; borrow funds from or lend or advance funds to the trust, with interest at then-prevailing rates, and give or receive security for the loans in any commercially reasonable form; and receive from any business in which the trust has an interest a reasonable salary and reimbursement of expenses while performing duties as a trustee.

7.12. Power to Combine Trust Assets. Each trust created under this instrument shall constitute a separate trust and be administered accordingly; however, the assets of all of the trusts may be combined for bookkeeping purposes and held for the trust beneficiaries without physical division into separate trusts until time of distribution.

7.13. Division or Distribution in Cash or Kind. In order to satisfy a pecuniary gift or to distribute or divide trust assets into shares or partial shares, the trustee may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind. Property distributed to satisfy a pecuniary gift under this instrument shall be valued at its fair market value at the time of distribution. This section shall apply only to the extent that it does not conflict with the provisions in this instrument specifying allocation of assets involving generation-skipping trusts.

7.14. Payments to Legally Incapacitated Persons. If at any time any trust beneficiary is a minor, or it appears to the trustee that any trust beneficiary is incapacitated, incompetent, or for

of a professional character, in colleges, universities, or other institutions of higher learning;

(c) Specialized formal or informal training in music, the stage, the handicrafts, or the arts, whether by private instruction or otherwise; and

(d) Formal or informal vocational or technical training, whether through programs or institutions devoted solely to vocational or technical training, or otherwise.

8.7. Captions. The captions appearing in this instrument are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this instrument.

8.8. Severability Clause. If any provision of this instrument is invalid, that provision shall be disregarded, and the remainder of this instrument shall be construed as if the invalid provision had not been included.

8.9. California Law to Apply. All questions concerning the validity, interpretation, and administration of this instrument, including any trusts created under this instrument, shall be governed by the laws of the State of California, regardless of the domicile of any trustee or beneficiary.

ARTICLE NINE
SIGNATURE AND EXECUTION

9.1. Execution. I certify that I have read the foregoing declaration of trust and that it correctly states the terms and conditions under which the trust estate is to be held, administered, and distributed. As trustee of the trusts created by this declaration of trust, I approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions. As settlor of the trusts created by this declaration of trust, I approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions.

Executed on May 30, 1997, at Oakland, California.

SETTLOR-TRUSTEE:

Lee A. Parodi
LEE A. PARODI

ACKNOWLEDGMENT

State of California)

County of Alameda)

On May 30, 1997, before me, Rebecca Conradi, a notary public in and for the State of California, personally appeared LEE A. PARODI, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Rebecca Conradi

(SEAL)

