

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

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

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 16 Fee: 29.00
BK-0110 PG- 4830 RPTT: 0.00



**CERTIFICATE OF THE
MICHAEL J. AND CATHERINE A. HELMS
FAMILY REVOCABLE TRUST dated 9/25/06, as amended**

THE UNDERSIGNED hereby swear (or affirm) under penalty of perjury, that the following assertions are true of their own personal knowledge:

1. Name and Date of Trust. MICHAEL J. HELMS and CATHERINE A. HELMS, as Trustors and Trustees, executed THE MICHAEL J. AND CATHERINE A. HELMS FAMILY REVOCABLE TRUST AGREEMENT on September 25, 2006, thereby creating a revocable living trust identified as THE MICHAEL J. AND CATHERINE A. HELMS FAMILY REVOCABLE TRUST. On January 25, 2010, MICHAEL J. HELMS and CATHERINE A. HELMS, as Trustors and Trustees, executed the First Amendment to THE MICHAEL J. AND CATHERINE A. HELMS FAMILY REVOCABLE TRUST AGREEMENT.

2. Identification of Successor Trustees.

A. MICHAEL J. HELMS and CATHERINE A. HELMS shall serve as Co-Trustees of all trusts created by or to be created in accordance with this Trust Agreement.

B. Should MICHAEL and/or CATHERINE become unable because of death, incompetency, or other causes to serve as a Co-Trustee, or should either of them resign as a Co-Trustee, then the remaining Co-Trustee shall serve as successor Trustee of all trusts provided for in this Agreement. Should the remaining Co-Trustee, acting as successor Trustee, become unable because of death, incompetency, or other causes to serve as successor Trustee, or should the successor Trustee resign as Trustee, then TRAVIS ANDREW BUNKOWSKI shall serve as successor Trustee of all trusts provided for in this Agreement. Should TRAVIS ANDREW BUNKOWSKI become unable because of death, incompetency, or other causes to serve as successor Trustee, or should the successor Trustee resign as Trustee, then ELISE ANN BUNKOWSKI shall serve as successor Trustee of all trusts provided for in this Agreement. Should ELISE ANN BUNKOWSKI become unable because of death,

incompetency, or other causes to serve as successor Trustee, or should the successor Trustee resign as Trustee, then MICHELLE CATHERINE HAMPTON shall serve as successor Trustee of all trusts provided for in this Agreement.

C. Whenever in this Trust Agreement reference is made to Trustees, Trustee, or successor Trustee, such reference shall include not only the original Trustees named, but also any and all successor Trustees, and any rights and powers given to the Trustees shall be vested in the successor Trustees with like rights and obligations.

3. Title of Assets. The form in which title to assets of the trust is to be taken is as follows: MICHAEL J. HELMS and CATHERINE A. HELMS, Co-Trustees of The MICHAEL J. AND CATHERINE A. HELMS FAMILY REVOCABLE TRUST dated 9/25/06, as amended.

4. Powers of Trustees.

The Trustees shall have all of the powers as set forth in Appendix A which is attached hereto and incorporated herein as if set forth in full, verbatim. Included in the powers of the Trustees is Trustors' authorization and limitation to modify the powers of the Trustees.

5. Revocation and Amendment.

A. REVOCATION BY BOTH SPOUSES DURING TRUSTORS' JOINT LIFETIMES. During the Trustors' joint lifetimes, this Trust may be revoked in whole or in part; with respect to community property, by a written instrument signed by either Trustor and delivered by certified mail to the Trustees and the other Trustor; and with respect to separate property, by a written instrument signed by the Trustor who contributed that property to the Trust and delivered by certified mail to the Trustees.

On revocation with respect to community property, the Trustees shall within ten (10) days deliver to Trustors all or the designated portion of the community property Trust assets which shall continue to be community property of Trustors and shall be held and administered as community property by Trustors. On revocation with respect to separate property, the Trustees shall promptly deliver to the contributing Trustor all or the designated portion of that property.

If this instrument is revoked with respect to all or a major portion of the assets subject to the instrument, the Trustees shall be entitled to retain sufficient assets to reasonably secure payment of liabilities the Trustees have lawfully incurred in administering the Trust, including Trustees' fees that have been earned, unless Trustors indemnify the Trustees against loss or expense.

B. AMENDMENT. The Trustors may at any time during their joint lifetimes amend any terms of this Trust by written instrument signed by both Trustors and delivered by certified mail to the Trustees. No amendment shall substantially increase the Trustees' duties or liabilities or change the Trustees' compensation without the Trustee's consent, nor shall the Trustees be obligated to act under such an amendment unless the Trustees accept it. If a Trustee is removed as a result of such refusal to accept an amendment, the Trustors shall pay to the Trustee any sums due

and shall indemnify the Trustee against liability the Trustee has lawfully incurred in administering the Trust.

Only the spouse who contributed separate property may amend these Trusts regarding any property owned by such spouse as his or her separate property.

C. REVOCATION AND AMENDMENT BY SURVIVING SPOUSE. On the Deceased Spouse's death, the Surviving Spouse may amend, revoke, or terminate the Survivor's Trust; but the Residual Trust and the Credit Shelter Trust may not be amended, revoked or terminated. Trustors provide that the Surviving Spouse may retain the power to designate alternative Successor Trustees for all Trusts created by this Instrument.

On the Surviving Spouse's death, none of the Trusts may be amended, revoked or terminated. On revocation or termination of the Survivor's Trust, all of its assets shall be delivered to the Surviving Spouse.

If this instrument is revoked with respect to all or a major portion of the assets subject to the instrument, the Trustees shall be entitled to retain sufficient assets to reasonably secure payment of liabilities the Trustees have lawfully incurred in administering the Trust, including Trustees' fees that have been earned, unless Trustors indemnify the Trustees against loss or expense.

Revocation and amendment shall be made in the manner provided in Section Eleven, paragraphs A and B, respectively.

D. TERMINATION OF TRUSTS. If any shares or separate trust held for any income beneficiary has at any time, in the opinion of the Trustees, reached a point where it is not economically feasible to continue, the Trustees may, in Trustees' discretion, but are not required to, terminate such Trust, and, regardless of the age of any beneficiary, distribute the principal and any accrued or undistributed net income thereon to any beneficiary, or to his or her Guardian, conservator, or other fiduciary.

MICHAEL J. HELMS and CATHERINE A. HELMS, the Trustors and Trustees of THE MICHAEL J. AND CATHERINE A. HELMS FAMILY REVOCABLE TRUST AGREEMENT, under the terms of the Trust Agreement, hereby certify that this **Certificate of THE MICHAEL J. AND CATHERINE A. HELMS FAMILY REVOCABLE TRUST dated 9/25/06, as amended**, is an accurate summary of the provisions of the Trust Agreement, that the Trust Agreement has not been revoked or amended to make any representations contained herein incorrect, and that the signatures below are of all the currently acting Trustees designated under the terms of the Trust Agreement identifying the trust, naming the Trustees 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.

Dated this 25 day of January, 2010.



MICHAEL J. HELMS
TRUSTOR AND TRUSTEE

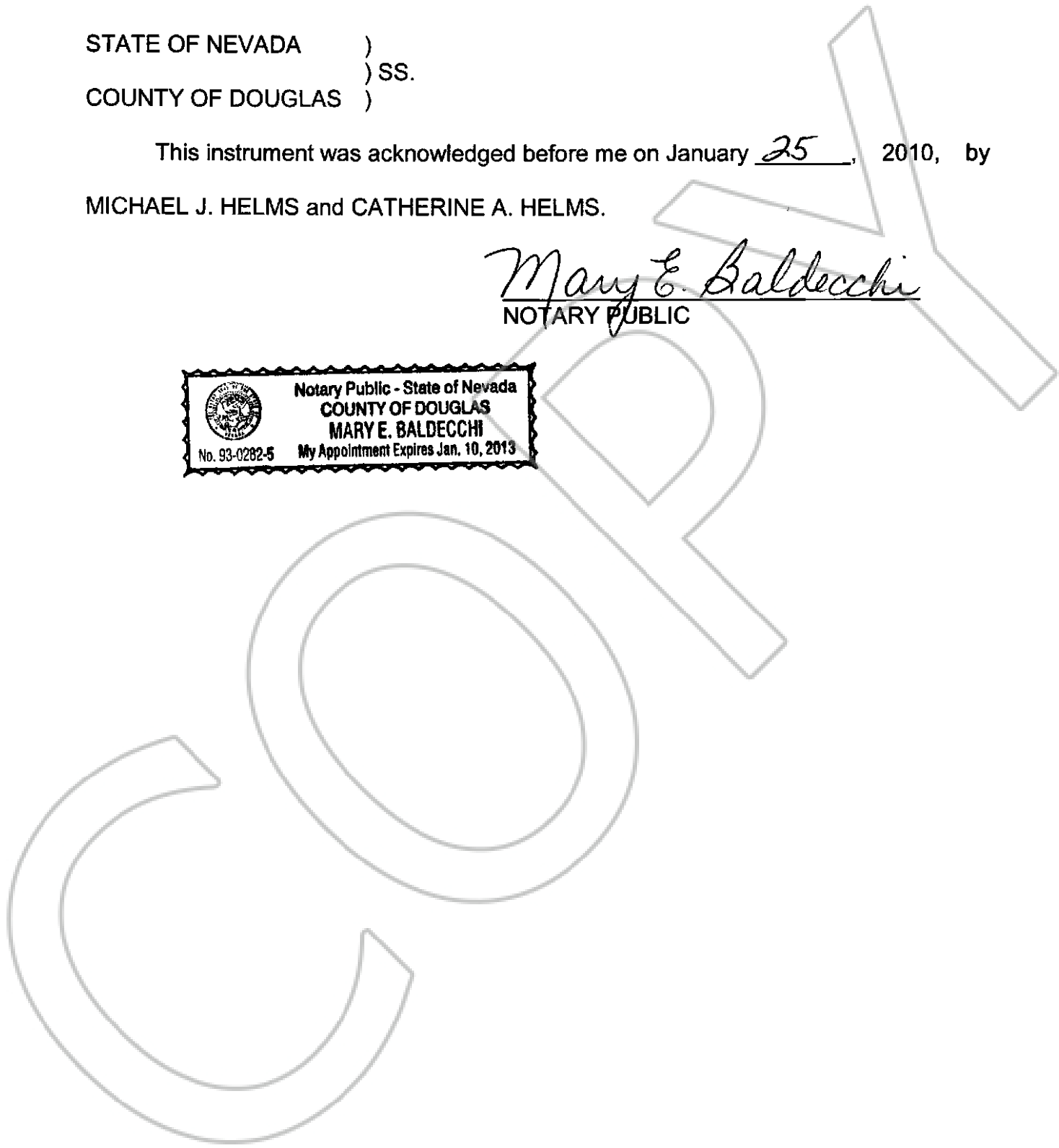
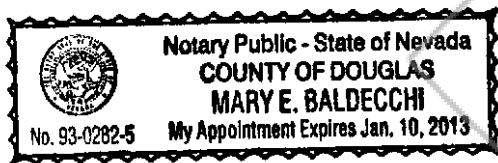


CATHERINE A. HELMS
TRUSTOR AND TRUSTEE

STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on January 25, 2010, by
MICHAEL J. HELMS and CATHERINE A. HELMS.

Mary E. Baldecchi
NOTARY PUBLIC



APPENDIX A

POWERS OF TRUSTEES

A. INVESTMENT DURING JOINT LIVES OF TRUSTORS. During the joint lives of Trustors, the Trustees are authorized to retain in the trusts provided for in this Agreement for so long as the Trustees may deem advisable and in the best interest of such trusts any property received by Trustees from Trustors, or either of them. After the death of either MICHAEL J. HELMS and CATHERINE A. HELMS, the Trustees are authorized to retain and maintain the family residence, or suitable replacement, together with furnishings and personal possessions for so long as the survivor occupies or uses the same.

B. PRUDENT INVESTOR RULE APPLIED. For all of the actions of the Trustees, and on review of any action taken by them, the actions of the Trustee shall be governed by the Prudent Investor Rule as stated in the Restatement (Third) of Trusts.

C. MANAGEMENT OF TRUST PROPERTY. Subject to any limitations stated elsewhere in this instrument, the Trustees are vested with the following powers concerning the management of trust property, in addition to any power now or hereafter conferred by law affecting the trust and the trust estate. (NRS 163.261 to NRS 163.410, inclusive; incorporated herein by this reference).

(1) **Power to Invest.** To buy, sell, invest and reinvest all or

any part of the trust estate in any common or preferred stocks, shares of investment trusts and investment companies, bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, or other property the Trustees in the Trustees' discretion select. The Trustees may continue to hold in the form in which received (or the form to which changed by reorganization, split-up stock dividend, or other like occurrence) any securities or other property the Trustees may at any time acquire under this Trust, it being the Trustors' express desire and intention that the Trustees shall have full power to invest and reinvest the trust funds without being restricted to forms of investments that the Trustees may otherwise be permitted to make by law; and the investments need not be diversified provided, however, the aggregate return on all investments of the Trust from time to time shall be reasonable in light of the then existing circumstances.

(2) Power to Hold Property. To continue to hold any property, including any shares of the Trustee's own stock, and to operate at the risk of the trust estate any business that the Trustees receive or acquire under the trust for as long as the Trustees consider advisable.

(3) Power to Purchase Bonds and Pay Premiums. To purchase or sell bonds and to pay any premiums connected with the purchase that the Trustees in the Trustees' discretion consider advisable, provided, however, each premium is repaid periodically to principal from the interest on the bond in a reasonable manner as the

Trustees determine and, to the extent necessary, from the proceeds on the sale or other disposition of the bond.

(4) **Power to Purchase Bonds at a Discount.** To purchase or sell bonds at a discount as the Trustees in the Trustees' discretion consider advisable. If, however, the Trustees determine in the Trustees' discretion that the current yield on the bonds is materially less than the rate of return that the trust could otherwise obtain with equivalent safety, all or a portion of the discount shall be credited periodically to income of the trust in a reasonable manner as the Trustees determine and, to the extent necessary, paid from the proceeds on the sale or other disposition of the bond or from principal.

(5) **Power to Retain Unproductive Property.** Subject to Section Eight, paragraph D, the Trustees shall be authorized to retain, sell, purchase, or otherwise acquire unproductive property.

(6) **Power Over Securities.** To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations; incident to such participation, to deposit securities with and transfer title to any protective or other committee on any terms the Trustees consider advisable; and to exercise or sell stock subscription or conversion rights.

(7) **Power to Hold Securities.** To hold securities or other

property in the Trustees' names as Trustees under this trust, in the Trustees' own names or in a nominee's name, or to hold securities unregistered in such condition that ownership will pass by delivery.

(8) **Power Over Trust Property.** To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property.

(9) **Power to Lease Trust Property.** To lease trust property for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling, and unitization agreements.

(10) **Power to Lend Money.** To lend money to any person, including the probate estate of either Trustor, provided any such loan shall be adequately secured and shall bear a reasonable rate of interest.

(11) **Power to Purchase Property.** To purchase or sell property at its fair market value, as determined by the Trustees in the Trustees' discretion, from the probate estate of either trustor.

(12) **Power to Loan Funds to Trust.** To loan or advance the Trustees' own funds to the Trust for any Trust purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, or deed of trust, or other encumbrance of any assets of the Trust; to purchase assets of the 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.

(13) Power to Release or Restrict Trustees' Powers. To release or to restrict the scope of any power that the Trustee may hold in connection with the Trust created under this instrument, whether this power is expressly granted in this instrument or implied by law. The Trustee shall exercise this power in a written instrument specifying the powers to be released or restricted and the nature of any restriction. Any released power shall pass to and be exercised by the other acting Trustee or successor Trustee, as the case may be.

(14) Power to Minimize Tax Liability. To take any action and make any election in the Trustees' discretion to minimize the tax liabilities of this trust and its beneficiaries. The Trustees shall have the power to allocate the benefits among the various beneficiaries, and 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 that the Trustees believe has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

(15) Power to Pay Taxes. Except as otherwise specifically provided in this instrument, or in either Trustor's Will, federal estate taxes imposed on or by reason of the inclusion of any

portion of the trust estate in the gross taxable estate of either Trustor under the provisions of any federal tax law shall be paid by the Trustees and charged to, prorated among, or recovered from the trust estate or the persons entitled to the benefits under these trusts, as and to the extent provided by any applicable tax law or any proration statute. Except when otherwise specifically provided, state death taxes shall be paid and charged to the trust estate or deducted and collected as provided by law.

(16) Power to Pay Taxes Upon Surviving Spouse's Death. Subject to the provisions of this trust pertaining to Treasury bonds, unless the Surviving Spouse's Will directs otherwise, all estate and inheritance taxes payable at the Surviving Spouse's death that are attributable to any trust created under this instrument shall be paid from the trust-Estate and charged to, or recovered from, the persons entitled to benefit under this instrument without giving effect to Internal Revenue Code Section 2207A.

(17) Power to Borrow Money. To borrow money and to encumber trust property by mortgage, deed of trust, pledge, or otherwise, for the debts of the trust or the joint debts of the trust and a co-owner of the property in which the Trust has an interest, or for a Trustor's debts, or to guarantee a Trustor's debts.

(18) Power to Initiate or Defend Litigation. To initiate or defend, at the expense of the trust, any litigation relating to the trust or any property of the trust estate the Trustees consider advisable, and to compromise or otherwise adjust any claims or

litigation against or in favor of the trust.

(19) **Power to Carry Insurance.** To carry insurance of the kinds and in the amounts the Trustees consider advisable, at the expense of the trust, to protect the trust estate and the Trustees personally against any hazard.

(20) **Power to Withhold Distribution.** To withhold from distribution in the Trustees' discretion at the time for distribution of any property in any trust, all or part of the property, if the Trustees determine in the Trustees' discretion that the property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise.

(21) **Power to Purchase Flower Bonds.** To purchase in the Trustees' discretion, 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 the amounts the Trustees consider advisable. For that purpose the Trustees may partition a portion of the community property of the trust estate and make the purchases from either or both portions. The Trustees shall exercise the Trustees' discretion and purchase these obligations if the Trustees believe that either Trustor is in substantial danger of death, and may borrow funds and give security for that purpose. The Trustees shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchasing a larger, even though somewhat excessive, amount. The Trustees shall not be liable to

either Trustor, any heir of either Trustor or any beneficiary of this trust for losses resulting from purchases made in good faith. Notwithstanding anything in this instrument to the contrary, the Trustees are directed to pay the federal estate tax due on either Trustor's death in an amount not less than the par value plus accrued interest of the obligations that are eligible for redemption to pay the deceased Trustor's federal estate taxes, without apportionment or charge against any beneficiary of the trust estate or transferee of property passing outside the trust estate. The legal representative of the deceased Trustor's Estate or, if none was appointed, the Trustees acting under this instrument, shall select the redemption date of these obligations. The direction to use accrued interest on Treasury bonds to pay death taxes shall not deprive the Surviving Spouse of any income to which the spouse may be entitled under the provisions of the marital deductions trust created under this instrument, and this income shall be considered in determining the amount of income allocable to that trust.

(22) **Power to Divide trust estate.** To partition, allot, and distribute the trust estate on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustees, and to sell any property the Trustees consider necessary for division or distribution. In making any division or partial or final distribution of the trust estate, the

Trustees are not obligated to make a prorata division or to distribute the same assets to beneficiaries similarly situated. The Trustees may, in the Trustees' discretion, make a non-prorata division between trusts or shares and non-prorata distributions to the beneficiaries if the respective assets allocated to separate trusts or shares, or distributed to the beneficiaries, have equivalent or proportionate fair market value and income tax bases. This subparagraph shall not apply to the division of the trust established by the Credit Shelter Trust.

(23) Power to Allocate Principal and Income. 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 Trustees in accordance with accepted accounting practices.

(24) Power to Obtain Benefits. The Trustees shall have the power to explore and implement Medicaid planning strategies and options and to plan and accomplish asset preservation in the event a Trustor needs long-term health and nursing care. Such planning shall include, but is not necessarily limited to, the power and authority to: (1) make home improvements and additions to the Trustors' family residence; (2) pay off partly or in full the encumbrance, if any, on the Trustors' family residence; (3)

purchase a family residence, if the Trustors do not own one; (4) purchase a more expensive family residence; (5) transfer the family residence to the Trustor-spouse who does not need long-term medical, health or nursing care; (6) divide community property assets equally or unequally between the Trustors; (7) make gifts of assets for Estate planning purposes.

(25) Power to Support Issue of Deceased Beneficiary. If, prior to the termination of the Credit Shelter Trust, any of the Trustors' children are deceased with issue surviving, then the Trustees may, in their discretion, support such issue of deceased children as though they were children of the Trustors.

(26) Power to Avoid Generation Skipping Tax. Notwithstanding any other provision herein provided, the Trustees are specifically directed to make distributions to the children, grandchildren, and/or great grandchildren of the Trustors in such a way as to not create a Generation-Skipping Tax. The Trustees are directed and authorized to make a determination as to an equitable method by which this should be accomplished and the determination of the Trustees regarding such distribution shall be binding upon all parties.

(27) Authorization and Limitation to Modify. The Trustees are authorized to modify the language of the Trust provisions as such are contained in Appendix A "Powers of Trustees", provided, however, that such modification of language shall not materially affect the rights of beneficiaries or the method by which the Trust

would be taxed but for such modification.

The Trustors acknowledge that the purpose for providing authority to the Trustees to alter or modify the language of the Trust powers is for the sole purpose of meeting any unique requirements of any financial institution or governmental agency that may be required for the Trust to function efficiently and effectively for the purpose for which it was brought into existence.

This authorization is granted in recognition that it has commonly been found that institutions arbitrarily and periodically change their requirements as to the peculiar verbiage for a particular institution which may be required to enable the Trustee to effectively utilize the Trust powers. Hence, the authorization is granted by virtue of such arbitrary changes and internal procedures of such institutions in order to allow the Trustee to function effectively by making such written modifications.

In the event that the Trustees attempt to bring about a modification in accordance with this Section and it is found to adversely affect the rights of any beneficiary in any respect whatsoever, and/or the modification in any way would adversely affect the taxation of the Trust or its beneficiaries as it applies to income taxation, or taxation of *inter vivos* gifting or transfer imposed by virtue of the death of one or both of the Trustors, then such attempted modification of language shall be treated as void. In the event of such an unintended result, the Trustee is directed

to rescind all transactions that were performed under this section allowing change of verbiage.

END OF APPENDIX A

COPY