

OFFICIAL RECORD

Requested By:
GEORGE M KEELE

The undersigned hereby affirms
that there is no
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Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 8 Fee: 21.00
BK-1110 PG- 4253 RPTT: 0.00



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

**CERTIFICATE OF THE
SWARTZ FAMILY REVOCABLE TRUST
DATED 3/11/97, 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. SAMUEL R. SWARTZ and BRENDA J. SWARTZ, as Settlers and Trustees, executed THE SWARTZ FAMILY REVOCABLE TRUST on March 11, 1997, thereby creating a revocable living trust identified as THE SWARTZ FAMILY REVOCABLE TRUST (hereinafter "Trust"). On February 21, 2002, the Settlers and Trustees executed a First Amendment to the Trust; on April 30, 2002, the Settlers and Trustees executed a Second Amendment to the Trust; and on NOVEMBER 17, 2010, the Settlers and Trustees executed a Third Amendment to the Trust.

2. Identification of Successor Trustees.

A. Initial Trustees. SAMUEL R. SWARTZ and BRENDA J. SWARTZ shall serve as the initial Trustees of the Trust. If either of the initial Trustees shall die, resign, or for any other reason cease to act as Trustee, then the remaining Trustee shall have the right to act as Sole Trustee under this Trust, and may then transact all Trust business with his or her sole signature during the joint lives of the initial Trustees or after the death of one of the initial Trustees.

In all Subparagraphs of Paragraph 7.01 of the Trust, the determination that either of the initial Trustees is incompetent to act as Trustees shall be based on a written opinion by two licensed physicians not related by blood or marriage to either settlor or any beneficiary of this Trust that such incompetence exists. The initial Trustee who has been so determined to be incompetent shall always have the right to petition the Court for a determination that no incompetency exists.

B. Successor Trustee. If both of the initial Trustees die, resign, or for any other reason cease to act as Trustee, then WILLIAM A. SWARTZ shall act as Successor Trustee. If WILLIAM A. SWARTZ ceases, refuses, or for any other reason does not act as Successor Trustee, then WALTER JARED SWARTZ shall serve as Successor Trustee. Except as specifically limited in Article 8, all Successor Trustees shall have all of the powers of the original Trustees.

3. Title of Assets. The form in which title to assets of the trust is to be taken is as follows: SAMUEL R. SWARTZ and BRENDA J. SWARTZ, Trustees of The SWARTZ FAMILY REVOCABLE TRUST DATED 3/11/97, AS AMENDED.

4. Powers of Trustees.

In the administration of any Trust established in the SWARTZ FAMILY REVOCABLE TRUST DATED 3/11/97, AS AMENDED, the Trustees and Successor Trustees shall have the following powers and duties, all of which shall be exercised in a fiduciary capacity, in the best interests of the Beneficiaries of the Trust involved.

A. Property Received. The Trustees shall have the power to hold as an investment the property received hereunder, and any additional property which they may receive, as long as they deem proper and to invest and reinvest in any securities or property they deem to be for the best interests of the Trusts and the Beneficiaries hereunder, without being limited to trust or chancery investments provided by law, and, notwithstanding that the same may constitute leaseholds, royalty interests, patents, interests in mines, oil and gas wells, or timberlands, or other wasting assets, and without any responsibility for any depreciation or loss by or on account of such investments.

B. Property Leased. The Trustees shall have the power to rent or lease any property of the Trusts for such time and upon such terms and for such price or prices as in their best discretion and judgment may seem just and proper and for the best interests of the Trusts and the Beneficiaries hereunder, regardless of the provisions of any statute.

C. Sale of Property. The Trustees shall have the power to sell and convey any of the property of the Trusts or any interest therein, or to exchange the same for other property, for such price or prices and upon such terms as in their discretion and judgment they deem for the best interests of the Trust and Beneficiaries hereunder, and to execute and deliver any deeds (with or without warranty), receipts, releases, contracts, or other instruments necessary in connection therewith.

D. Action Without Court Permission. The Trustees shall have the power to make all repairs and improvements at any time, including the exercise of conversion, subscription, purchase, or other options; the deposit, surrender, or exchange of securities; the entrance into voting Trusts; and the making of agreements or subscriptions which they may deem necessary or advisable in connection therewith, all without applying to any Court for permission to do so, and to hold and redeem or sell or otherwise dispose of any securities or other property which they may acquire.

E. Legal Action. The Trustees shall have the power to compromise, settle, arbitrate, or defend any claim or demand in favor of or against the Trusts; to enforce any bonds, mortgages, or other obligations or liens thereunder; and to enter

upon such contracts and agreements and to make such compromise or settlements of debts, claims or controversies as they may deem necessary or advisable.

F. Incurring Expenses. The Trustees shall have the power to incur and pay the ordinary and necessary expenses of administration, including (but not by way of limitation) reasonable attorney's fees, reasonable Trustee's fees, reasonable accountant's fees, reasonable investment counsel fees and the like.

G. Agency Authority. The Trustees shall have the power to act hereunder through an agent or attorney-in-fact by and under Power of Attorney duly executed by the Trustee in carrying out any of the powers and duties herein authorized.

H. Borrowing Money. The Trustees shall have the power to borrow money and encumber trust property or to guarantee debts of the Settlers for any purposes of the Trust, or incidental to the administration thereof, upon their bond or promissory note as Trustees, and to secure the repayment thereof by mortgaging or pledging or otherwise encumbering any part of or all of the property, as part of the consideration given therefor, to assume a liability of the transferor or to acquire such property subject to the liability thereon.

I. Lending Money. The Trustees shall have the power to lend money to any person or persons upon such terms and in such ways and with such security as they may deem advisable for the best interests of the Trust(s) and the Beneficiaries thereof.

J. Engaging in Business. The Trustees shall have the power to incorporate the Trust property or engage in business with the property of the Trusts in corporate form or as a sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership.

K. Securities Investments.

(1) **Prudent Investments.** The Trustees shall have the power to buy or invest in mutual funds, money market funds, investment trusts, regulated investment companies, market funds, index funds, and such shares, securities, and bonds of such companies and other similar investments and securities that informed persons of prudence, discretion and intelligence acquire for their own account.

(2) **Margin Accounts.** The Trustees shall have the power to buy or invest in mutual funds, money market funds, investment trusts, regulated investment companies, market funds, index funds, and such shares, securities, and bonds of such companies and other similar investments and securities on margin, with loaned funds, or other leveraged accounts; to buy, sell or write commodity, stock or other security options, futures, hedges, short positions, warrants, puts or other rights relating to future sales of securities, owned or not yet owned by the Trustee, calls or other rights to purchase securities at a future time, straddles or any other form of securities position or commodities position, interest or contracts; to maintain and operate margin accounts for all such transactions with such broker or brokers as the Trustee shall choose; to pledge any securities held or purchased by the Trustee through such brokers as security for loans and advances made to the Trustee, and to appoint said brokers as

agents of the Trustee with such powers necessary to maintain such accounts to conduct such securities trading.

Provided, however, that notwithstanding any provision in this Declaration to the contrary conferring full powers on any Successor Trustee, the specific powers described in Subparagraph 8.11b to invest on margin or in such investments that do not meet the standard that informed persons of prudence, discretion and intelligence establish for their own account, shall apply only to the Settlers in our capacities as initial Trustees and not to any Successor Trustee, except as the Successor Trustee might require such powers in order to complete any transactions or responsibly hold and subsequently terminate any investment positions which have been undertaken by the initial Trustee prior to the Successor Trustee's succeeding to the position.

L. Manner of Property Division; Valuation of Trust Property. In dividing the Trust Estate after the death of the Surviving Settlor, whether for further trust administration or for distribution free of trust, the Trustees shall base shares upon cash division or the monetary value of interests in real or personal property in the Trust Estate. The Trustees shall have the power to make any division or distribution required under the terms of this Trust in kind or in money, or partly in money, by pro rata or non-pro rata division, or in any combination of these ways, and to that end to allot to any Trust or Subtrust created herein such stock, securities, or other property, real or personal, as to them seems proper in their sole and absolute discretion. the Trustees shall use those property valuations or methods of evaluating property which the Federal Taxing authorities have established or from time to time establish to use in regard to Trusts or estates as the basis of all valuations.

The Trustees shall not be required to make physical division of the funds, except when necessary for distribution of principal or income, but may, in the Trustees' discretion, keep the principal of the Trusts in one or more consolidated funds in which the separate Trusts have undivided interest. The Trustees shall not be required to make any provision on account of the diminution or increase in values of any securities or investments at any time constituting a part of any Trust or Trusts herein created, or for depreciation in respect of any tangible property, or for the purpose of amortizing or making good any amounts paid in premiums on the purchase of securities or of any other property.

M. Accounting Powers and Duties. For all Trusts under this Declaration, the Trustees shall have the following powers and duties for accounting and tax matters.

(1) **Private Accounting.** During the lifetime of either Settlor, the Trustee shall account only to them and their written approval shall be conclusive in respect to transactions disclosed in the account as to all beneficiaries of the Trust, including unborn and contingent beneficiaries. After the deaths of both Settlers, the Trustee shall periodically, but not less than once every second year, render an account of the Trustee's administration of all Trusts under this Declaration to all current income Beneficiaries. Such person's written approval of the accounting shall be a complete protection of the Trustee as to all matters and transactions stated or shown by the account. Failure of beneficiary to transmit to the Trustee either (a) written approval of such accounting, or (b) a written

objection to the accounting, with reasons specified, within a period of ninety (90) days after a written request by the Trustee for such approval shall constitute a written approval, provided, however, that the reporting requirements in this subparagraph shall not apply to the Settlers or the Surviving Settlor if either or both are the Trustee(s).

(2) **Principal and Income Act Governs.** The Trustee shall determine all matters with respect to what is principal and income of the Trust Estate and the apportionment and allocation of receipts and expenses between these accounts by the provisions of the ~~California Revised~~ **Nevada** Uniform Principal and Income Act from time to time existing. When this Declaration or the Act does not provide, the Trustee, in the Trustee's reasonable discretion, shall establish the characterization.

(3) **Principal and Income Requirements.** Notwithstanding the foregoing, the Trustee shall observe the following requirements with respect to any Trust created under this Declaration in which the Trustee or descendant of the Trustee is a Beneficiary:

(i) **Depreciation.** The Trustee shall charge to income a reasonable reserve for depreciation of all income producing depreciable real and personal property;

(ii) **Capital Improvements and Repairs.** The Trustee shall charge to principal capital improvements and extraordinary repairs on income producing property, and shall charge to income ordinary repairs;

(iii) **Depletion Reserve.** The Trustee shall charge to income a reasonable reserve for depletion of all natural resources, including, but not limited to, oil, gas, mineral and timber property;

(iv) **Distributions of Gains.** The Trustee shall credit to principal distributions by mutual funds and similar entities of gains from the sale or other disposition of property;

(v) **Amortization Reserve.** The Trustee shall charge to income a reasonable reserve for amortization of all intangible properties having a limited economic life, including, but not limited to, patents and copyrights.

(4) **Undistributed Income.** Except when this Declaration provides otherwise, at the time of any Trust termination, the Trustee shall distribute income accrued or held undistributed to the next succeeding Beneficiaries in proportion to their interests.

(5) **Expense Allocation.** The Trustee shall prorate all taxes and current expenses among successive Beneficiaries over the period to which they relate on a daily basis.

(6) **Tax Consequences – Adjustment.** The Trustee shall have the power in the Trustee's reasonable discretion to take any action and to make any election to minimize the tax liabilities of any Trust and its Beneficiaries, to allocate its benefits among the various Beneficiaries, and 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 or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one Beneficiary or group of Beneficiaries over others.

(7) **Multiple Trusts – No Physical Division.** If the Trustee holds more than one trust under this Declaration, the Trustee shall not be required to physically segregate or divide assets between the various trusts, except when necessary for distribution of principal or income. However, the Trustee shall keep separate accounts for the separate undivided interests, and the Trustee may, in the Trustee's discretion, hold undivided interests in the same assets.

(8) **Distributions – No Consideration of Basis.** In making non-prorata distributions to Beneficiaries, the Trustee need not consider the income tax basis of the various assets nor make any attempt to equalize the aggregate income tax basis of assets distributed or allocated. The decision of the Trustee to consider or not to consider the income tax basis shall bind all parties in interest.

(9) **Powers of Appointment.** If, on expiration of six (6) months after the death of any person holding a power of appointment created by this Declaration, the Trustee has not received any document purporting to exercise the power, then the Trustee may distribute any property according to the terms of this Declaration as if the power had not been exercised. If a document purporting to exercise the power shall be subsequently located, the Trustee shall not be liable to the appointees and the persons receiving property from the Trustee shall follow applicable law.

(10) **Distribution – Broad Powers.** On any final or partial distribution or any division of the assets of the Trust Estate into shares or partial shares, the Trustee may distribute or divide such assets in kind, may distribute or divide undivided interests in such assets or may sell all or any part of such assets and make distribution or division in cash, in kind, or partly in cash and partly in kind. Notwithstanding any provision of this Declaration to the contrary, the Trustee shall have a reasonable time prior to any distribution in which to accomplish the sale, refinancing or other transaction in regard to any asset. In the event the Trustee elects to sell any parcel of real property, the Trustee shall not be required to secure the consent of the Beneficiaries. The decision of the Trustee, either prior to or on any division or distribution of such assets, as to what constitutes a proper division of such assets of the Trust Estate shall be binding on all persons in any manner interested in any trust or Subtrust provided for in this Declaration.

N. Grant of all Necessary Powers. The powers herein granted to the Trustees may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of the Trustees pursuant to law, and shall include all powers necessary to carry the same into effect.

O. Delegation of Investment and Management Functions. The Trustee may delegate investment and management functions as prudent under the circumstances. The Trustee shall exercise prudence in the following:

- (1) Selecting an agent.
- (2) Establishing the scope and terms of the delegation, consistent with the purposes and terms of the Trust.
- (3) Periodically reviewing the agent's overall performance and compliance with the terms of the delegation.



In performing a delegated function, an agent has a duty to exercise reasonable care to comply with the terms of the delegation. Except as otherwise provided in ~~Section 46401 of the California Probate Code~~, **the Nevada Revised Statutes**, the Trustee is not liable to the Beneficiaries or to the Trust for the decisions or actions of the agent to whom the function was delegated. The Trustee may charge the compensation of such agent and any other expenses against the Trust.

By accepting the delegation of a trust function from the Trustee, an agent submits to the jurisdiction of the courts of the state of ~~California~~ **Nevada**.

P. Diversification of Investments. The Trustee or the Trustee's agent need not comply with any duty to diversify the investments of the various Trusts created by this instrument unless directed to do so by the Settlers.

5. **Revocation and Amendment.**

A. **REVOCATION**. The Settlers, jointly, or by either Settlor alone as to his or her share of the Trust Property, at any time or from time to time while living, may revoke this Declaration of Trust, in whole or in any part, only by a written notice signed by Settlers or either Settlor (as to his or her share of the Trust Property). If one Settlor or both Settlers who sign a revocation notice is not a Trustee, the notice shall be delivered (personally or by certified mail) to the Trustee. On revocation, the Trustee shall return the Trust Estate, or the revoked portion thereof, to either Settlor or both Settlers, as Settlers' community property, or as the separate property of one or the other Settlor, according to the status of that property on the date of this Declaration, as set forth in the Community Property Agreement entered on March 11, 1997.

B. **AMENDMENT**. During Settlers' joint lifetime Settlers may amend, alter or modify this Declaration of Trust, with respect to all or any part of the Trust Estate or terms, only by an instrument in writing sign by both Settlers. If neither Settlor is a Trustee, the instrument shall be delivered (personally or by certified mail) to the Trustee.

C. **SURVIVING SETTLOR'S POWER**. Except as limited by the following sentence, after the death of the first Settlor to die, the Surviving Settlor may revoke or amend the Trust, in whole or in part, by an instrument in writing signed and, if the Surviving Settlor is not the Trustee, delivered (personally or by certified mail) to the Trustee. If this Declaration has vested a remainder interest in the heirs of the first Settlor to die, the Surviving Settlor shall have no power to revoke or amend that portion of the Trust.

D. **DISABILITY OF SETTLOR(S)**. All of Settlers' powers to revoke and amend are personal to Settlers and, in the event of a mental disability amounting to incompetence, may be exercised on behalf of either Settlor only by a conservator or **guardian** with Court approval, or by the holder of a durable power of attorney for the purpose of making gifts or taking other actions that are authorized by express provision of the durable power. The incompetency of one of the Settlers shall not prevent exercise by the other Settlor of his or her power of revocation as to his or her separate property, or for the purpose of holding some or all of the property as community property outside the Trust Estate.

E. **AFTER BOTH SETTLORS DEATHS**. After the death of both Settlers, no trust established by this Declaration may be revoked or amended, except as

may be authorized by a power of appointment expressly conferred by the terms of the Trust.

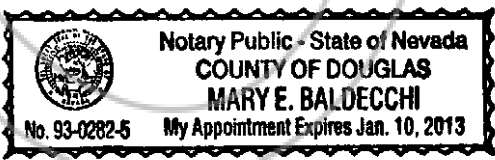
SAMUEL R. SWARTZ and BRENDA J. SWARTZ, the Settlers and Trustees of THE SWARTZ FAMILY REVOCABLE TRUST DATED 3/11/97, AS AMENDED, under the terms of the Trust Agreement, hereby certify that this **Certificate of THE SWARTZ FAMILY REVOCABLE TRUST DATED 3/11/97, AS AMENDED**, is an accurate summary of the 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 17th day of NOVEMBER, 2010.

Samuel R. Swartz
SAMUEL R. SWARTZ
SETTLOR AND TRUSTEE
Brenda J. Swartz
BRENDA J. SWARTZ
SETTLOR AND TRUSTEE

STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on Nov. 17, 2010, by SAMUEL R. SWARTZ and BRENDA J. SWARTZ.



Mary E. Baldecchi
NOTARY PUBLIC