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

When recorded, mail to: George M. Keele, Esq. 1692 County Road, #A Minden, NV 89423 DOC # 0785097 06/17/2011 12:51 PM Deputy: PK OFFICIAL RECORD Requested By: GEORGE KEELE

> Douglas County - NV Karen Ellison - Recorder

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CERTIFICATE OF THE JOYCE BEDELL MARTIN 2011 SEPARATE PROPERTY TRUST

THE UNDERSIGNED hereby swears (or affirms) under penalty of perjury, that the following assertions are true of her own personal knowledge:

- 1. Name and Date of Trust. JOYCE BEDELL MARTIN, as Trustor and Trustee, executed the JOYCE BEDELL MARTIN 2011 SEPARATE PROPERTY TRUST on ________, 2011, thereby creating a revocable living trust identified as The JOYCE BEDELL MARTIN 2011 SEPARATE PROPERTY TRUST.
- 2. Successor Trustees. Successor Trustees shall be appointed as follows: JOYCE BEDELL MARTIN Unable to Act. Upon the death, resignation, or inability of Trustor to act as Trustee, GEORGE W. MARTIN II shall become Successor Trustee. Upon the death, resignation, or inability of GEORGE W. MARTIN II to act as Trustee, BARRY TORGE MARTIN shall become Successor Trustee. The Successor Trustee shall determine whether at any time Trustor is unable to manage the trust affairs as Trustee, and in making such determination, may rely upon Trustor's written request of him to act as Successor Trustee. If Trustor has not made such a request or is incapable of doing so, the Successor Trustee shall consult with Trustor's physician and Trustor's attorney in making such determination. The Successor Trustee in determining to act or cease acting under this paragraph may conclusively rely on written medical opinions issued by two licensed medical doctors, one of whom shall be the Trustor's treating physician, or a Court Order directing the appointment of a Successor Trustee. Any person or corporation dealing with any Successor Trustee shall rely on the statement of any Successor Trustee that he is the acting Trustee of this Trust, and no further evidence of authority shall be required. No person or corporation who transfers, reregisters, or pays over any securities or other property to the Successor Trustee, shall be required to inquire or take notice of any of the provisions of this instrument or administer the application or disposition of the property transferred,

reregistered or paid over, and the receipt of the Successor Trustee to any person or corporation shall be effectual to release and discharge such person or corporation for any transfer, reregistration, or payment so made and shall be binding on every beneficiary of the Trust.

The Successor Trustee may resign at any time. Such resignation shall be effective after delivery of thirty (30) days' written notice to the beneficiaries of all trusts created by this trust instrument. The Successor Trustee who has resigned shall have no duty, obligation, or right to appoint a Successor Trustee. An alternate Successor Trustee shall be appointed in accordance with the provisions of this Trust and if no provision has been made for the appointment of an alternate Successor Trustee, then the appointment shall be made in accordance with the laws of the State of Nevada.

All questions concerning construction of any power conferred upon the Trustee in connection with the administration of this Trust shall be determined by the Trustee, and resolved in the Trustee's discretion, subject always to the Trustee's fiduciary duties.

No Successor Trustee shall be liable for any act, omission or default of a predecessor Trustee. A Successor Trustee shall have no responsibility or accountability for the acts of a predecessor Trustee and no duty to audit or investigate the administration of a prior Trustee. A Successor Trustee may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the Trust.

Any Successor Trustee appointed as provided in Section 5.01 of this Trust Agreement because of the death, resignation, or other act of the Trustee, shall, on such appointment being made, immediately succeed to all title of the Trustee to the Trust Estate and to all powers, rights, discretions, obligations, and immunities of the Trustee under this Trust Agreement with the same effect as though such successor were originally named as Trustee in this Trust Agreement.

- 3. **Title of Assets**. The form in which title to assets of the trust is to be taken is as follows: JOYCE BEDELL MARTIN, Trustee of The JOYCE BEDELL MARTIN 2011 SEPARATE PROPERTY TRUST dated ______, 2011.
 - 4. Powers of Trustees.
- A. <u>Retain Investments of Trustor.</u> The Trustee is authorized to retain in the trust for such time as it may deem advisable any property, including shares of its own stock, received by it from the Trustor, whether or not such property is of the character permitted by law for the investment of trust funds, and to operate at the risk of the Trust Estate any business or property received by it from the Trustor.

B. <u>Management of Trust Property.</u>

The Trustee shall with respect to any and all property which may at any time be held by it in trust pursuant to this Trust Agreement, whether such property constitutes principal or accumulated income of any trust provided for in this Trust Agreement, have power, exercisable in the Trustee's discretion at any time and from time to time on such terms and in such manner as Trustee may deem advisable, to:

- (1) Immediately take and retain possession of, sell, convey, exchange, convert, improve, repair, manage, operate, and control.
- (2) Lease for terms within or beyond the term of any trust provided for in this Trust Agreement and for any purpose, including exploration for and removal of gas, oil, and other minerals; and enter into any covenants and agreements relating to the property so leased or any improvements which may then or thereafter be erected on such property.
- (3) Encumber or hypothecate for any trust purpose by mortgage, deed of trust, pledge, or otherwise:
- (4) Carry insurance of such kinds and in such amounts at the expense of the trusts provided for in this Trust Agreement as the Trustee may deem advisable.
- (5) Commence or defend at the expense of any trust provided for in this Trust Agreement such litigation with respect to any such trust or any property of the Trust Estate as it may deem advisable.
- (6) Invest and reinvest the trust funds in such property as the Trustee may deem advisable, whether or not of the character permitted by law for the investment of trust funds, specifically including, but not by way of limitation, interests in any common trust fund or funds now or hereafter established and administered by the Trustee solely for the investment of trust funds.
- (7) Vote and give proxies to vote any securities, including stock of the Trustee, held by it in trust pursuant to this Trust Agreement, having voting rights.
- (8) Pay any assessments or other charges levied on any stock or other security held by it in trust pursuant to this Trust Agreement.
- (9) Exercise any subscription, conversion, or other rights or options which may at any time attach, belong, or be given to the holders of any stocks, bonds, securities, or other instruments held by it in trust pursuant to this Trust Agreement.
- (10) Participate in any plans or proceedings for the foreclosure, reorganization, consolidation, merger, or liquidation of any corporation or organization that has issued securities held by it in trust pursuant to this Trust Agreement, and incident to such participation to deposit securities with and transfer title of securities to any protective or other committee established to further or defeat any such plan or proceeding.
- (11) Enforce any mortgage or deed of trust or pledge held by it in trust pursuant to this Trust Agreement and at any sale under any such mortgage, deed of trust, or pledge to bid and purchase at the expense of any trust provided for in this Trust Agreement any property subject to such security instrument.

- (12) Compromise, submit to arbitration, release with or without consideration, and otherwise adjust any claims in favor of or against any trust provided for in this Trust Agreement.
- (13) Subject to any limitations expressly set forth in this Trust Agreement and the faithful performance of its fiduciary obligations, to do all such acts, take all such proceedings, and exercise all such rights and privileges as could be done, taken, or exercised by an absolute owner of the trust property.

All of the Trustees are given full power of investment of the Trust Estate without the supervision of any court, and are authorized to keep any and all securities or other property constituting a part or all of the Trust Estate in the name or names of the Trustees, without disclosing their fiduciary capacity, or to hold securities in the name of a nominee, together with all of the powers provided to Trustees by Sections 163.260 through 163.410 of Nevada Revised Statutes ("NRS").

All questions concerning construction of any power conferred upon the Trustee in connection with the administration of this Trust shall be determined by the Trustee, and resolved in the Trustee's discretion, subject always to the Trustee's fiduciary duties.

- C. <u>Power to Borrow Money.</u> The Trustee shall have power to borrow money from any person, firm, or corporation, for any trust purpose on such terms and conditions as the Trustee may deem proper and to obligate the trust to repay such borrowed money.
- D. <u>Power to Loan Money to Trust.</u> The Trustee is authorized to loan or advance Trustee's own funds to the trust for any trust purpose at the rate of interest being charged by commercial banks in Nevada at the time such loan or advance is made to other persons having a net worth equal to that of the Trust Estate for similar loans or advances. Any such loan or advance, together with the interest accruing on such loan or advance, shall be a first lien against and shall be repaid from the Trust Estate.
- E. <u>Dealings With Trustor's Estate.</u> The Trustee is authorized to purchase securities or other property from and to make loans and advancements from the Trust Estate with or without security to the executor or other representative of the Trustor's estate.
- F. Manner of Holding Trust Securities. The Trustee may hold securities or other property subject to this Trust Agreement in Trustee's name as Trustee under this Trust Agreement, in Trustee's own name without a designation showing Trustee to be Trustee under this Trust Agreement or in the name of Trustee's nominee, or the Trustee may hold such securities unregistered in such condition that ownership will pass by delivery.
- G. <u>Determination of Principal and Income</u>. Except as otherwise specifically provided in this Trust Agreement, the Trustee shall have full power and authority to determine, in Trustee's discretion, what shall constitute principal of the Trust Estate, gross income from the Trust Estate, and net income of the Trust Estate distributable

under the terms of this Trust Agreement. The determination of the Trustee as to what constitutes principal, gross income, or net income of the Trust Estate shall, except as may be otherwise expressly provided in this Trust Agreement, be conclusive and binding on all persons in any manner interested in any trust created or to be created pursuant to this Trust Agreement.

- H. <u>Taxes and Expenses of Trust.</u> All property taxes, assessments, fees, charges, and other expenses incurred by the Trustee in the administration or protection of the trusts created by this Trust Agreement, including the compensation of the Trustee provided for in this Trust Agreement, shall be a charge on the Trust Estate and shall be paid by the Trustee prior to final distribution of the Trust Estate in full out of the principal or in full out of the income of the Trust Estate, or partially out of the principal and partially out of the income of the Trust Estate, in such manner and proportions as the Trustee may deem to be advisable. The determination of the Trustee to pay such expenses and charges from the principal or income of the Trust Estate or partially from each shall be conclusive and binding on all persons in any manner interested in any trust created by or pursuant to this Trust Agreement.
- I. <u>Elections Under Tax Laws</u>. The Trustee may make such elections under the federal and state income and estate tax laws applicable to the Trust Estate as the Trustee determines should be made for the benefit of the trust beneficiaries, generally. No compensating adjustments between principal and income shall be made even though the elections made under the tax laws by the executor of Trustor's estate or the Trustee may affect, beneficially or adversely, the interests of the beneficiaries. The actions of the Trustee shall be binding upon all beneficiaries.
- J. <u>No Physical Segregation.</u> The Trustee shall not be required to physically segregate or divide any Trust or share hereunder except as may be expressly required by Section 2.04 and as may be required by termination of the Trust.

5. Revocation and Amendment.

- A. <u>Power to Change or Revoke Trust.</u> While living, Trustor may, at any time and from time to time, by written notice signed by the Trustor and delivered to the Trustee:
- (1) Revoke or change the interest in any trust created or to be created pursuant to this Trust Agreement, any beneficiary named in this Trust Agreement or in any amendment to this Trust Agreement.
- (2) Amend any provision of this Trust Agreement or any amendment to this Trust Agreement to such extent as may be acceptable.
- (3) Revoke in whole or in part any trust or trusts created by or to be created pursuant to this Trust Agreement.
- (4) Withdraw all or any part of the Trust Estate. The power of the Trustor to withdraw assets from the Trust may be exercised by the attorney-in-fact of the Trustor.
- B. <u>Trust Irrevocable on Death of Trustor.</u> On the death of the Trustor, the trust created by this Trust Agreement shall become irrevocable and not be subject to amendment.
- C. <u>Effect of Disability of Trustor on Power to Revoke or Amend</u>. All of the Trustor's powers to revoke and amend which are described in subsections 5.A(1)

through (4) above, are personal to the Trustor and, in the event of disability, may only be exercised on behalf of the Trustor by (1) a conservator or guardian of the estate of the Trustor with court approval.

JOYCE BEDELL MARTIN, the Trustor and Trustee of The JOYCE BEDELL MARTIN 2011 SEPARATE PROPERTY TRUST, under the terms of the Trust Agreement, hereby certifies that this Certificate of The JOYCE BEDELL MARTIN 2011 SEPARATE PROPERTY TRUST 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 signature below is of the currently acting Trustee designated under the terms of the Trust Agreement identifying the trust, naming the Trustee and the successor Trustees, and specifying the powers of the Trustees. Any person or entity transacting business with the Trustee may rely upon this Certificate without reviewing the entire Trust Agreement.

Dated this /6 day of 2011.

> JOYCE BEDELL MARTIN TRUSTOR AND TRUSTEE

STATE OF NEVADA) SS.

COUNTY OF DOUGLAS

This instrument was acknowledged before me on P Baldonohi

by JOYCE BEDELL MARTIN.

Notary Public - State of Nevada COUNTY OF DOUGLAS MARY E. BALDECCHI My Appointment Expires Jan. 10, 2013