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OFFICIAL RECORD

Requested By:
MARK TOMPKINS

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 7 Fee: 20.00
BK-1111 PG- 4282 RPTT: 0.00



Assessor's Parcel Number: _____

Recording Requested By:

✓ Name: MARK TOMPKINS

Address: 1760 MAHOGANY CIR.

City/State/Zip MINDEN, NV. 89423

Real Property Transfer Tax:

\$ _____

(Title of Document)

CERTIFICATE OF THE TOMPKINS FAMILY TRUST

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

CERTIFICATE OF THE
TOMPKINS FAMILY 1988 TRUST

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

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

1. Identifying Number and Name of Trust ROBERT R. TOMPKINS, and BERNICE H. TOMPKINS as Grantors and Trustees, executed TOMPKINS FAMILY REVOCABLE TRUST Agreement U/D/T January 18, 1988, thereby creating a revocable living trust identified as THE TOMPKINS FAMILY 1988 TRUST.

2. Identification of Successor Trustees. In the event either ROBERT R. TOMPKINS or BERNICE H. TOMPKINS shall resign or otherwise become unable to act as a Trustee, then the other shall be the sole Trustee. In the event of the death, inability to serve or resignation of both ROBERT R. TOMPKINS, and BERNICE H. TOMPKINS, then MARK A. TOMPKINS shall become the successor Trustee.

Any person or entity serving as Trustee hereunder shall, while acting as a Trustee of any Trust(s) established by this instrument, have the power to designate a successor trustee (to act when he or she shall become unable or unwilling to act), when all persons or entities named herein to succeed the then-acting Trustee decline to act or will be unable or unwilling to act as such successor trustee.

The Trustee, or any successor, may resign at any time upon giving written notice, thirty (30) days before such resignation shall take effect, to the successor Trustee named in Section A, above, if any, and to the Trustor, or, after the death of both Trustors, to all adult beneficiaries and to the guardians, conservators, or other fiduciaries of the estate of any minor or incompetent beneficiaries who may then be receiving or entitled to receive income hereunder. The successor Trustee next designated in Section A shall succeed the resigning Trustee. In the event a successor trustee shall not be so designated, then any person or entity named as Trustee in Section A shall have the power to designate a successor trustee, in the manner specified in Section B, above.

The resigning Trustee shall transfer and deliver to its successor the entire Trust Estate and it shall thereupon be discharged as Trustee of this Trust and shall have no further powers, discretions, rights, obligations, or duties with reference to the Trust Estate and all such powers, discretions, rights, obligations, and duties of the resigning Trustee shall inure to and be binding upon such successor Trustee.

3. Duties of Successors.

No successor Trustee acting hereunder shall be held responsible for the willful or negligent defaults of any prior Trustee; nor shall it be the duty of any successor Trustee to audit or obtain auditing of the Trust Estate or to demand an accounting by the prior Trustee or to investigate the administration of the Trust Estate of any prior Trustee; nor shall it be the duty of any successor Trustee to initiate or conduct any proceedings to redress a breach of trust committed by a prior Trustee, unless so requested in writing by a person having a present or future beneficial interest under a Trust hereunder; but any successor Trustee shall be liable only for its own willful misconduct or breach of good faith.

The Trustee, whether individual or corporate, serving hereunder, shall be entitled to payment of reasonable compensation for its services, payable without prior court order.

No bond shall be required of any person named in this instrument as Trustee, or of any person appointed as the Trustee in the manner specified herein, whether acting as co-Trustee or as sole Trustee, for the faithful performance of his or her duties as Trustee.

4. Powers of Trustees. Subject to any limitations stated else where in the Trust Agreement, the Trustees are vested with the power to do and perform all acts necessary to accomplish the proper management and distribution of the Trust and the trust estate and which the Trustees, in their discretion, may deem to be in the best interest of the Trust and the respective trusts and shares therein created. Specifically, the Trustees are hereby vested with the following powers:

GENERAL POWERS.

1. Retention of Property. To continue to hold any property, including shares of stock of any corporate trustee which may be serving under this Trust, and to operate at the risk of the Trust Estate any business received or acquired under the Trust by the Trustee as long as the Trustee deems advisable; provided, however, that unproductive or underproductive property shall not be held as an asset of Trust A for more than a reasonable time during the lifetime of the surviving Trustor without the consent of the surviving Trustor.

2. Management of Property. To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair Trust property.

3. Leasing of Property. To lease Trust property for terms within or beyond the term of the Trust and 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.

4. Borrowing. To borrow money, and to encumber or hypothecate Trust property by mortgage, deed of trust, pledge or otherwise, and to invest in margin accounts with stockbrokers.

5. Insurance. To carry, at the expense of the Trust, insurance of such kinds and in such amounts as the Trustee shall deem advisable to protect the Trust Estate and the Trustee against any hazard.

6. Litigation. To commence or defend such litigation with respect to the Trust or any property of the Trust Estate as the Trustee may deem advisable, at the expense of the Trust.

7. Settlement of Claims. To compromise or otherwise adjust any claims or litigation against or in favor of the Trust.

8. Investment. To invest and reinvest the Trust Estate in every kind of property, real, personal, or mixed, and of limitation, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies and mutual funds, and mortgage participations, and any common trust fund administered by any corporate trustee which may be serving under this Trust; provided, however, that the aggregate property held in Trust A shall bear a reasonable return.

9. Payment of Expenses. To pay all taxes, assessments, compensation of the Trustee, and other expenses incurred in the collection, care, administration and protection of the Trust Estate.

10. Securities. With respect to securities held in trust, to have all the rights, powers and privileges of an owner, including, but not by way of limitation, power to vote, give proxies and pay assessments; to purchase or sell options on any securities; to participate in public offerings; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations, sales and leases, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee deems advisable; and to exercise or sell stock subscription or conversion rights.

11. Employment of Investment Counsel. To retain professional investment counsel of the Trustee's choice regarding trust investments in property held by these Trusts. If such 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 the independent counsel. During the period independent counsel is retained by the Trustee, the Trustee shall not be required to conduct reviews of trust investments, and the Trustee shall not be required to take action in respect to trust investments, unless the Trustee receives written instructions from the investment counsel. Reasonable compensation for all services performed by such professional investment counsel shall be paid from the Trust Estate and shall not, unless such investment counsel is retained by a corporate trustee serving hereunder, decrease the compensation to which the Trustee is entitled.

12. Employment of Attorneys, Advisers, and Other Agents. To employ any custodian, attorney, accountant, corporate fiduciary, or any other agent or agents to assist the Trustee in the administration of this Trust and to rely on the advice given by these agents. Reasonable compensation for all services performed by these agents shall be paid from the Trust Estate and shall not decrease the compensation to which the Trustee is entitled.

13. Division of Trust Estate. In any case in which the Trustee is required, pursuant to the provisions of the Trust, to divide any Trust property into parts or shares for the purpose of distribution or otherwise, the Trustee is authorized, in the Trustee's absolute discretion, to make the division and distribution (pro rata or otherwise) in kind, including undivided interests in any property, or partly in kind and partly in money, and for this purpose to make such sales of the Trust property as the Trustee may deem necessary and on such terms and conditions as the Trustee shall see fit.

14. Determination of Principal and Income. Subject to the provisions of paragraph 15 of this Section A, matters relating to the rights of beneficiaries among themselves as to principal

and income shall be governed by the provisions of the Nevada Revised Uniform Principal and Income Act from time to time existing. In the event the Nevada Revised Uniform Principal and Income Act shall contain no provision concerning a particular item, and except as provided herein, the Trustee shall have the power to determine what is principal or income of the Trust Estate and apportion and allocate, in the Trustee's reasonable discretion, receipts and expenses as between these accounts.

15. Equitable Treatment of Income and Remainder Beneficiaries. All of the foregoing powers shall be subject to the Trustee's duties to treat equitably both the income beneficiaries and remaindermen under this Trust. In the event the income beneficiary hereunder is serving as Trustee or co-Trustee, the following shall be observed by the Trustee:

(a) A reasonable reserve for depreciation of all depreciable real property, capital improvements, and extraordinary repairs thereto (such as a new roof and new plumbing system) shall be charged to income from time to time.

(b) A reasonable reserve for depletion of all depletable natural resources, including, but not limited to, oil, gas, mineral, and timber property, shall be charged to income from time to time.

(c) A reasonable reserve for amortization of all intangible property having a limited economic life, including, but not limited to, patents and copyrights, shall be charged to income from time to time.

(d) All distributions by mutual funds and similar entities of gains from the sale or other disposition shall be credited to principal.

(e) All premiums paid and all discounts received in connection with the purchase of any bond or other obligation shall be amortized by making an appropriate charge or credit to income as the case may be.

16. Trustee's Discretion Regarding Elections. Subject to any specific directions given elsewhere in this Trust, the Trustee shall have the power, in the Trustee's absolute discretion, to take any action and to make any election to minimize the tax liabilities of this Trust and its beneficiaries (including elections available to the Trustee as a recipient of the proceeds of any employee benefit plan or individual retirement account), and to allocate the benefits of said elections among the various beneficiaries, or to make adjustments in the rights of the beneficiaries, or between the income and principal accounts, to 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. The Trustee shall not be liable to any beneficiary under this Trust for the effect of any election or any allocation made pursuant to the discretion granted herein.

NO PHYSICAL DIVISION REQUIRED.

There need be no physical segregation or division of the various Trusts except as segregation or division may be required by the termination of any of the Trusts, but the Trustee shall keep separate accounts for different undivided interests.

PAYMENTS TO MINORS OR INCOMPETENTS.

The Trustee in the Trustee's discretion may make payments to a minor or other beneficiary under disability by making payments to the guardian of his or her person, or the Trustee may apply payments directly for the beneficiary's benefit. The Trustee in the Trustee's discretion may make payments directly to a minor if in the Trustee's judgment he or she is of sufficient age and maturity to spend the money properly.

ADDITION OF ASSETS TO TRUST.

The Trustee shall have the power to receive from any source additional properties acceptable to the Trustee.

RETENTION OF ASSETS.

The Trustee is expressly authorized to hold and retain any securities, properties or investments and to continue to hold, manage, and operate any property, business, or enterprise received by the Trustee hereunder, as long as, in the Trustee's sole and absolute discretion, the Trustee elects to do so; provided, however, that unproductive or underproductive property shall not be held as an asset of Trust A for more than a reasonable time during the lifetime of the surviving Trustor without the consent of the surviving Trustor. Profits and losses therefrom, if any, are to inure or be chargeable respectively to the Trust Estate and not to the Trustee.

TRANSACTIONS WITH ESTATE OF TRUSTOR.

Upon the death of either Trustor, the Trustee, in the Trustee's discretion, may purchase assets from the estate of the deceased Trustor at a fair value. The Trustee shall incur no liability as a result of such purchase or purchases, whether or not such assets constitute investments which may legally be made by Trustees; or at the Trustee's discretion the Trustee may lend money to the estate of the deceased Trustor upon such terms as the Trustee and the personal representative of the deceased Trustor may agree.

LOANS TO TRUST ESTATE.

The Trustee may lend 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 repaid, and together with interest to constitute a first lien upon the entire Trust Estate; but the Trustee shall in no event be required to make any loan or advancement to this Trust.

PURCHASE OF TREASURY BONDS.

The Trustee may in the Trustee's discretion 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 the Trustor, or either of them, in such amounts as the Trustee deems advisable. The Trustee shall exercise the Trustee's discretion and purchase such obligation if the Trustee has reason to believe that a Trustor is in substantial danger of death, and may borrow funds and give security for that purpose. The Trustee 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 Trustee shall not be liable to either Trustor, any heir of a Trustor, or any beneficiary of this Trust for losses resulting from purchases made in good faith. The Trustee is directed to redeem any such obligations that are part of Trust corpus to the fullest extent possible in payment of Federal estate tax liability of the Trustors.

POWERS CONSISTENT WITH MARITAL DEDUCTION.

Subject to the direction contained in Article III, Section B hereof (regarding the Trustor's intent that no election be made to treat property interests forming part of Trust B as "qualified terminable interest property"), the Trustee shall exercise power and discretion only in a manner consistent with the allowance of the full Federal estate tax marital deduction to which either Trustor's estate shall otherwise be entitled.

POWERS EXERCISABLE ONLY IN FIDUCIARY CAPACITY.

Anything herein to the contrary notwithstanding, if the surviving Trustor is serving as Trustee, any power or discretion of the Trustee over Trust B, whether granted by this instrument or conferred by law, shall be exercisable by the Trustee only in a fiduciary capacity and in such a

manner as will not be deemed to be a "general power of appointment" over Trust B within the meaning of Internal Revenue Code Section 2041, as amended, nor cause inclusion of Trust B in the gross estate of the surviving Trustor under any other applicable provision of the Federal estate tax law.

The Trustee is hereby authorized to release or to restrict the scope of any power or discretion that the Trustee may hold in connection with any Trust created under this instrument, whether such power or discretion is expressly granted in this instrument or implied by law. The Trustee shall release or restrict such power or discretion by giving written notice to the income beneficiaries specifying the powers or discretions to be released or restricted and the nature of the restriction.

ENUMERATION OF POWERS NOT LIMITATION.

The enumeration of certain powers of the Trustee shall not limit the Trustee's general powers, the Trustee, subject always to the discharge of the Trustee's fiduciary obligations, as well as to the specific limitations (such as those of Section A, paragraph 15, above) stated elsewhere in this instrument, being hereby given all the rights, powers, and privileges which an absolute owner of the same property would have; provided, however, during the joint lifetimes of the Trustors, the Trustee shall have no greater powers than those possessed by either Trustor under Nevada Revised Statute 123.230.

MARK TOMPKINS, the Successor Trustee of THE TOMPKINS FAMILY 1988 TRUST, hereby certifies that this Certificate of THE TOMPKINS FAMILY 1988 TRUST Agreement 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 his signature below is that of the currently acting Trustee designated under the terms of the Trust Agreement. Any person or entity transacting business with the Trustee may rely upon this Certificate without reviewing the entire Trust Agreement.

Dated this 10th day of November, 2011.

Mark A. Tompkins
MARK TOMPKINS
SUCCESSOR TRUSTEE

SIGNED and SWORN (or affirmed) before me on the 10th day of November, 2011 by MARK TOMPKINS.

Sherril L. Ence
Notary Public

