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Douglas County - NV
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CERTIFICATE OF THE
FRANK NIETO AND CYNTHIA NIETO 2003 FAMILY TRUST
DATED 1/15/03, 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.** FRANK NIETO and CYNTHIA NIETO, as Trustors and Trustees, executed THE DECLARATION OF THE FRANK NIETO AND CYNTHIA NIETO 2003 FAMILY TRUST on January 15, 2003, thereby creating a revocable living trust identified as THE FRANK NIETO AND CYNTHIA NIETO 2003 FAMILY TRUST. On June 28, 2012, the Trustors and Trustees executed a First Amendment to THE DECLARATION OF THE FRANK NIETO AND CYNTHIA NIETO 2003 FAMILY TRUST dated 1/15/03.

2. **Identification of Successor Trustees.**

A. FRANK NIETO or CYNTHIA NIETO Unable to Act. If, for any reason, FRANK NIETO or CYNTHIA NIETO shall resign or otherwise become unable to act as a Trustee, then the survivor as between the two of them or the one of the two of them who is still able to act as a Trustee, shall serve as sole Trustee of all trusts provided for in this Trust Agreement, with MARK ANTHONY NIETO and CORIE ANNE NIETO being appointed to serve as successor Co-Trustees only for the purpose of making decisions, which must be unanimous, regarding the invasion of principal of an irrevocable credit bypass trust (Decedent's Trust) created hereunder that exceeds the allowable invasion provided in paragraph 6.2.B(4) of this Trust Agreement. If either MARK ANTHONY NIETO or CORIE ANNE NIETO shall resign or otherwise become unable to act as such a successor Co-Trustee, then the other shall be appointed such successor Co-Trustee.

B. Both FRANK NIETO and CYNTHIA NIETO Unable to Act. In the event both FRANK NIETO and CYNTHIA NIETO shall resign or otherwise become unable to act as Trustees, then MARK ANTHONY NIETO and CORIE ANNE NIETO shall be appointed as successor Co-Trustees of all trusts provided for in this Trust Agreement. If either MARK ANTHONY NIETO or CORIE ANNE NIETO shall resign or otherwise become unable to act as a successor Co-Trustee, then the other shall be appointed as successor Trustee of all trusts provided for in this Trust Agreement.

All references in this Trust Agreement to the term "Independent Trustee" shall be deemed to refer to the Trustee or successor Trustee other than FRANK NIETO and CYNTHIA NIETO. In addition, the term "Independent Trustee" shall not be deemed to refer to any of the Trustors' grandchildren with respect to any Trust or portion of a Trust which may be created herein.

3. Title of Assets. The form in which title to assets of the trust is to be taken is as follows: FRANK NIETO and CYNTHIA NIETO, Trustees of The FRANK NIETO AND CYNTHIA NIETO 2003 FAMILY TRUST dated 1/15/03, as amended.

4. Powers of Trustees.

A. General Powers of Trustee. In addition to the powers, authority and discretion conferred upon the Trustee by the provisions of this instrument or by law, under N.R.S. 163.265 to 163.410, but not limited thereto, the Trustee is authorized and empowered in the Trustee's discretion as follows:

- (1) To hold trust property in the name of a nominee or nominees, with or without disclosing the trust character of such property (including securities in such condition that ownership may pass upon delivery) or in the name of the Trustee as such Trustee;
- (2) To sell, convey, lease without limitation as to term, borrow upon, and hypothecate all or any part of the trust property;
- (3) To carry insurance, at the expense of any trust provided for in this instrument, with such carriers and coverages as the Trustee deems advisable;
- (4) To commence or defend, at the expense of any trust provided for in this instrument, legal actions relating to any trust property as the Trustee deems advisable;
- (5) To pay assessments or other charges levied on any trust stocks or other securities;
- (6) To exercise or not exercise, as the Trustee may deem advisable, subscriptions, conversion rights, or other rights or options which may devolve upon holders of any trust stocks or other securities;
- (7) To participate in any plans or proceedings for foreclosure or consolidations, merger, liquidation, or other reorganization of any corporation or organization having securities which are a part of the trust estate and, in connection therewith, to deposit securities with and transfer title to securities upon such terms as the Trustee deems advisable to any protective or other committee established in connection with any such plan or proceeding;
- (8) To compromise, submit to arbitration, settle, or release (with or without consideration) or otherwise adjust any claims in favor of or against any trust under this instrument.

B. Retention of Residence. After the death of the first Trustor, the Trustee may retain in any trust or trusts provided for under this instrument for the personal use of the surviving spouse, any property occupied by the Trustors as a principal place of residence at the time of the first Trustor's death, for as long as the surviving spouse desires to occupy the residence. On the sale of said residence,

following the death of the surviving spouse, or should said spouse lose the desire to live there, the net proceeds of sale shall be distributed in accordance with the estate plan set forth above. The Trustee may, in selling the residence, dispose of it upon such terms as the Trustee deems advisable, including a contract of sale, an installment note, a lease with option to purchase, or any other desirable method of disposing of the residence. If the surviving spouse becomes subject to a conservatorship or guardianship of his or her estate or person, the conservator or guardian shall be empowered to act for the surviving spouse.

C. Retention of Business Interests. The Trustee may retain, manage, and operate any property, business, or enterprise (including a sole proprietorship or interest in a general or limited partnership or corporation) received or acquired pursuant to this trust instrument.

D. Allocation Between Principal and Income. The Trustee shall determine, unless otherwise directed by the terms of this instrument, whether all or any part of any payment or property received, or charge or expense (including taxes) incurred, shall be credited to or charged against income or principal, or both, in the manner provided by the Revised Uniform Principal and Income Act, Nevada Revised Statutes sections 164.140 through 164.310.

E. Property Taxes and Assessments. Anything herein to the contrary notwithstanding, the Trustee may allocate property taxes and assessments (whether paid in a single payment or installments) to income or principal, or partially to both, and pay the same accordingly.

F. Borrowing Money. The Trustee is authorized and empowered to borrow money for any trust purpose on such terms and conditions as the Trustee deems advisable and to obligate the trust estate to repay the borrowing.

G. Loaning Money to Trust. The Trustee is authorized and empowered to lend or advance the Trustee's own funds to any trust provided for in this instrument for any trust purpose at a fair rate of interest consistent with that being charged by corporate Trustees in the community where the trust is being administered. Any loan or advance with the interest thereon shall be a first lien against and repaid from the trust estate.

H. Dealings with Trustors' Estates. The Trustee is authorized and empowered to purchase property from and to advance funds from the trust estate with or without security to the personal representative of the estate of either Trustor.

I. Employment of Agents. The Trustee is authorized and empowered to employ attorneys, investment counsels, accountants, bookkeepers, or other persons to render services for the Trustee or in the Trustee's behalf with respect to all matters pertaining to any trust provided for in this instrument and to pay from the trust estate the reasonable fees and compensation of such persons for their services these fees and compensation to be paid in addition to the fees paid to the Trustee.

Q. Combining Multi-Trust Property. Except as otherwise provided in this instrument, assets held in any trust hereunder for the benefit of any one person shall constitute a separate trust and be administered accordingly; provided, however, all the assets in the several trusts may be combined for bookkeeping purposes and held for all the beneficiaries without physical division into separate trusts until the time of distribution.

R. Reserve for Death Taxes. The Trustee is hereby authorized to reserve out of principal funds, if any, which would otherwise be payable outright to beneficiaries of any trust hereby created, such sum or sums as the Trustee shall in its discretion deem necessary or proper to pay death taxes and expenses as defined in Article Nine of this instrument, or to pay any generation-skipping transfer taxes at any time payable because of a termination or distribution as defined by law; provided, however, that nothing in this paragraph shall be deemed to postpone or defer the vesting of any interest created by this instrument.

S. Adjustment for Tax Consequences. The Trustee shall have discretion to make adjustments among the beneficiaries of the trust or trusts created under this instrument, and between principal and income, to compensate for the tax consequences of any election or decision of the Trustee which has the effect of directly or indirectly preferring one beneficiary or group of beneficiaries under this instrument over others.

T. Adjustment for Payment of Death Taxes. the Trustee shall have discretion to reimburse the principal of the trust out of the income of the trust to the extent that any of the death taxes or expenses payable by the Trustee under Article Five of this instrument may have been increased by the deduction from the gross income of the trust, for federal or state income tax purposes (or both), of disbursements made by the Trustee to pay administration expenses (as defined in section 642 of the Internal Revenue Code) in connection with the estate of the decedent for whom the Trustee is authorized to pay death taxes.

U. Reserves. Notwithstanding any other provision of this instrument or of the Nevada Revised Principal and Income Act, the Trustee must establish the following reserves:

(1) A reserve for depreciation of all income-producing real and personal property and of capital improvements and extraordinary repairs.

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

(3) Distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal.

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

V. Undistributed Income. Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any trust created under this instrument, shall go to the next beneficiaries of the trust in proportion to their interest in it.

W. Allocation of Expenses. Among successive beneficiaries of each trust created by this instrument, all taxes and other current expenses shall be deemed to have been paid and charged to the period in which they first became due and payable.

5. **Revocation and Amendment.**

A. Power of Revocation While Both Trustors Are Living. So long as one Trustor is living, the trust may be revoked, in whole or in part, as follows:

(1) Trust Property. With respect to the trust estate, by both of the Trustors acting jointly. Upon exercise of the power of revocation, the Trustee shall pay to either Trustor or to both Trustors as the Trustors' community property, the trust community property over which the power has been exercised; and

(2) Separate or Quasi-Community Property. With respect to the part of the trust estate that is the separate or quasi-community property of one of the Trustors, if any, by that Trustor acting alone. Upon exercise of the power of revocation, the Trustee shall pay to the revoking Trustor, as his or her separate or quasi-community property, the trust separate or quasi-community property over which the power has been exercised.

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

B. Power of Amendment While Both Trustors Are Living. So long as both Trustors are living, the trust may be amended by an instrument in writing, in whole or in part, by both of the Trustors acting jointly. No amendment shall substantially increase the duties or liabilities of the Trustee or change the Trustee's compensation without the Trustee's consent, nor shall the Trustee be obligated to act under such an amendment unless the Trustee accepts it.

C. Power of Revocation and Power of Amendment of Initial/Primary Trust After Death of First of Trustors to Die. After the death of the first of the Trustors to die, and notwithstanding anything herein contained to the contrary, the surviving Trustor may revoke or amend, in whole or in part, this initial/primary Trust. If revoked by the surviving Trustor, all Trust assets shall be delivered to the surviving Trustor, free of Trust.

FRANK NIETO and CYNTHIA NIETO, the Trustors and Trustees of THE FRANK NIETO AND CYNTHIA NIETO 2003 FAMILY TRUST dated 1/15/03, as amended, under the terms of the Declaration, hereby certify that this **Certificate of THE FRANK NIETO AND CYNTHIA NIETO 2003 FAMILY TRUST dated 1/15/03, 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 28th day of June, 2012.

Frank Nieto
FRANK NIETO
TRUSTOR AND TRUSTEE

Cynthia Nieto
CYNTHIA NIETO
TRUSTOR AND TRUSTEE

STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on June 28, 2012, by
FRANK NIETO and CYNTHIA NIETO.

Mary E. Baldecchi
NOTARY PUBLIC

