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OFFICIAL RECORD

Requested By:

LAW OFFICE OF KAREN L.

WINTERS

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 3 Fee: 16.00
BK-0712 PG- 5361 RPTT: 0.00



RECORDED AT REQUEST OF:

Kenneth & Annie Sharples
1784 Mahogany Cir.
Minden, NV 89423

WHEN RECORDED, MAIL TO:

✓ Kenneth & Annie Sharples
1784 Mahogany Cir.
Minden, NV 89423

(FOR RECORDER'S USE ONLY)

CERTIFICATE OF TRUST

The undersigned hereby certify that on February 9, 1996, they created a revocable living trust known as the: **Kenneth L. and Annie D. Sharples Revocable Living Trust** dated **February 9, 1996**, Kenneth L. Sharples and Annie D. Sharples, Trustees, for the benefit of the Sharples family.

IT IS AGREED BETWEEN PARTIES HERETO AS FOLLOWS:

Description of Trust

The undersigned hereto desire to confirm the establishment of a revocable and amendable Living Trust on February 9, 1996, and amendments thereto, for the benefit of the Settlor (as husband and wife) and containing inter alia the following provisions:

1. Kenneth L. Sharples and Annie D. Sharples are designated as the Trustees to serve until the death, resignation or incompetence of both Settlor. These original Trustees are authorized to serve jointly and severally and either shall have full authority for the Trust without the consent of the other, to act independently in performing transactions on behalf of the Trust, except as to transactions involving real property.
2. Upon the removal of one of the original Trustees, the successor Trustee is designated as Montgomery Cole and the second successor Trustee is designated as Brad Sharples, to serve consecutively.
3. Upon the death of either Settlor, the Trust property is divided into a Marital Sub-Trust and a Remainder Sub-Trust for the survivor's lifetime and the Marital Sub-Trust is fully revocable and amendable by the surviving spouse.

4. The surviving spouse retains the unlimited right to withdraw income and principal from the Marital Sub-Trust.
5. Any Trustee has the power and authority to manage and control, buy, sell and transfer the Trust property, in such manner as the Trustee may deem advisable, and shall have, enjoy and exercise all powers and rights over and concerning said property and the proceeds thereof as fully and amply as though said Trustee were the absolute and unqualified owner of same, including the power to grant, bargain, sell and convey, encumber and hypothecate, real and personal property, and the power to invest in corporate obligations of every kind, stocks, preferred or common, and to buy stocks, bonds and similar investments on margin or other leveraged accounts, except to the extent that such management would cause includability of an irrevocable Trust in the estate of a Trustee.
6. Following the death of both Settlor, the Trust continues or is distributed in whole or in part for the benefit of other named Beneficiaries according to the terms of the Trust.
7. While both Settlor are living and competent, except when there shall be a Corporate Trustee, either Trustee may add money to or withdraw money from any bank or savings and loan or checking account owned by the Trust without the approval of the Trustee or other Settlor, provided, however, that the ownership of funds received and deposited, whether community property or non-community property shall remain the same and the Settlor removing or adding funds shall gain no additional ownership interest therein than was present prior to the withdrawal from or addition to the Trust account.
8. All property transferred into the Trust is intended to be the commonly owned property of the Settlor, unless the Settlor have provided otherwise by a Separate Property Addendum to the Trust, or by a separate agreement of the parties.
9. All personal property transferred into Trust remains personal property and all real property transferred into Trust remains real property.
10. Unless otherwise indicated to a prospective transferee, the Trustee has full power to transfer assets held in the name of the Trust and subsequent transferees are entitled to rely upon such transfers provided the chain of title is not otherwise deficient.
11. The situs of the Trust is the State of California.
12. The use of this Certificate of Trust is for convenience only and the Trust is solely controlled as to provisions and interpretations, and any conflict between this abstract and the Trust shall be decided in favor of the Trust.

IN WITNESS WHEREOF, the parties have hereto executed this Certificate of Trust this 20th day of July, 2012.

SETTLORS:

TRUSTEES:

Kenneth L. Sharples
 KENNETH L. SHARPLES

Kenneth L. Sharples
 KENNETH L. SHARPLES

Annie D. Sharples
 ANNIE D. SHARPLES

Annie D. Sharples
 ANNIE D. SHARPLES

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEVADA)
 : ss.
 COUNTY OF DOUGLAS)

On this 20th day of July, 2012, before me, Karen L. Winters, a Notary Public, personally appeared KENNETH L. SHARPLES and ANNIE D. SHARPLES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures) on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Karen L. Winters
 NOTARY PUBLIC

