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OFFICIAL RECORDS

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GEORGE M KEELE

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 6 Fee: \$ 19.00

Bk: 0514 Pg: 1142



Deputy gb

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

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

**CERTIFICATE OF THE
SADY FAMILY TRUST
dated 3/20/01, 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. MICHAEL BENJAMIN SADY and MARIE ASTRID SADY, as Trustors and Trustees, executed THE MICHAEL AND ASTRID SADY FAMILY TRUST AGREEMENT (hereinafter: "the Trust Agreement"), on March 20, 2001, thereby creating a revocable living trust identified as THE MICHAEL AND ASTRID SADY FAMILY TRUST. On 6 May, 2014, the Trustors and Trustees executed a First Amendment to the Trust Agreement.

2. Identification of Successor Trustees.

A. INITIAL TRUSTEES. MICHAEL BENJAMIN SADY and MARIE ASTRID SADY shall serve as Co-Trustees of all trusts created by, or to be created in accordance with, the Trust Agreement. In the event either MICHAEL BENJAMIN SADY or MARIE ASTRID SADY shall resign or otherwise become unable to act as Trustee, then the other shall serve alone as Trustee of all trusts provided for in the Trust Agreement.

B. Both MICHAEL BENJAMIN SADY and MARIE ASTRID SADY Unable to Act. In the event both MICHAEL BENJAMIN SADY and MARIE ASTRID SADY shall resign or otherwise become unable to act as Trustee, then ALICE ADRIENNE SADY, BRYCE B. SADY, and KEVIN M. SADY shall be appointed as successor Co-Trustees of all trusts provided for in the Trust Agreement. In the event any of ALICE ADRIENNE SADY, BRYCE B. SADY, and KEVIN M. SADY shall resign or otherwise become unable to act as a Co-Trustee, then the others as successor Co-Trustees, or if only one

survives, the other as successor Trustee, shall be appointed of all trusts provided for in the Trust Agreement.

C. All Named Trustees Unable to Act. In the event all Trustees named in the Trust Agreement shall resign or otherwise be unable to act hereunder, the last surviving named Trustee to resign or otherwise become unable to so act shall appoint a successor Trustee. In the event such last surviving named Trustee fails or is unable to make such an appointment, the beneficiaries under the Trust shall secure the appointment of a successor Trustee or Trustees by a court of competent jurisdiction, at the expense of the Trust, which expense shall be borne proportionately by the respective trusts and shares then constituted.

D. Incapacity of Trustee. Whenever one licensed, practicing medical doctor who is not related by blood or marriage to either Trustor or to any beneficiary or Trustee of the Trust certifies in writing that a person serving as Trustee cannot discharge the duties of Trustee because of temporary or permanent mental or physical infirmity and a certified copy of the certificate is personally served upon that person, then the office of that person shall be deemed vacated and the alternate Trustee provisions under this Section Five shall apply. However, if after receipt of the certificate, the Trustee alleged to be incompetent gives written notice to the person causing the certificate to be issued that he or she disagrees with the referenced doctor, then the Trustee shall continue in office unless he or she resigns or is removed by a court of competent jurisdiction.

If a Trustee has been removed and, at a later date, the removed Trustee regains competency and can evidence said competency with written affidavit of one licensed, practicing medical doctor who is not related by blood or marriage to either Trustor or to any beneficiary or Trustee of the Trust, and serves said affidavit upon the acting Trustees, the removed Trustee shall replace the acting Trustee(s) and resume duties as Trustee hereunder. Anyone dealing with the trust may rely upon a written medical certificate, or a photocopy of it, presented by the successor Trustee(s), or original Trustee(s), and shall incur no liability to any beneficiary for any dealings by that person with any designated Trustee(s) or successor Trustee(s), provided that his or her reliance on said certificate is exercised in good faith. This provision is inserted in this document to encourage third parties to deal with any Trustee or successor Trustee(s) without the need for court proceedings.

E. Acceptance. Each individual or corporation becoming a successor Trustee under the Trust, or any of the other trusts created herein, shall accept the office of Trustee in writing. Acceptance shall take effect immediately upon delivery of such written acceptance to Trustor, during his or her lifetime, and, thereafter, upon any Trustee hereunder, and if, for any reason, there shall be no Trustee then serving, then upon such delivery to any beneficiary hereunder, without the necessity of any other act, instrument, conveyance or means of transfer.

Whenever, in the Trust Agreement, reference is made to Trustee, Trustees, or Co-Trustees, such reference shall include not only the original Trustees named, but also any and all successor Trustees, and any rights and powers given to the Trustees shall be vested in the successor Trustees with like rights and obligations.

F. Trust Decisions. Whenever there is only one (1) Trustee in office, the decision of the sole Trustee shall be binding; if there are two (2) Trustees in office, they must act unanimously; and if there are more than two (2) Trustees in office, a majority of

the Trustees shall be required to make any decision, undertake any action, or execute any documents affecting the Trust. Nevertheless, the Trustees may form checking, savings or investment accounts that require only one Trustee's signature to effect transactions for such an account.

3. Title of Assets. The form in which title to assets of the trust is to be taken is as follows: MICHAEL BENJAMIN SADY and MARIE ASTRID SADY, and their successor trustees, as Trustees of THE MICHAEL AND ASTRID SADY FAMILY TRUST dated 3/20/01, as amended.

4. Powers of Trustees.

A. INVESTMENT DURING JOINT LIVES OF TRUSTORS. During the joint lives of trustors, the trustees are authorized to retain in the trusts provided for in the agreement, for so long as the trustees may deem advisable and in the best interests of such trusts, any property received by trustees from trustors, or either of them. After the death of the first of MICHAEL BENJAMIN SADY and MARIE ASTRID SADY to die, the trustees are authorized to retain and maintain the family residence, or suitable replacement, together with furnishings and personal possessions for so long as the survivor occupies and uses the same.

B. MANAGEMENT OF TRUST PROPERTY. Subject to any limitations stated elsewhere in this instrument, the trustees are vested with the following powers concerning the management of trust property, in addition to any power now or hereafter conferred by law affecting the trust and the trust estate.

(1) To hold any property received into the trust at its inception or subsequently added to it or acquired pursuant to proper authority which the trustees in the exercise of their absolute discretion and intelligence may deem to be in the best interests of the trust. Subject to the same restrictions and limitations, the trustees may continue the operation of any property or business lawfully received into the trust.

(2) To invest and reinvest the trust estate in every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not being limited to, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies, and mutual funds, that men of prudence, discretion and intelligence acquire for their own account, including any common trust fund administered by the successor Trustees. The investments need not be diversified.

(3) To manage and control the trust estate and to encumber, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property or otherwise dispose of any of the trust property; to grant options; to lease trust property for any purpose and for terms within or extending beyond the duration of the trust, including exploration for the removal of gas, oil and other minerals; and to enter into community oil leases, pooling, and utilization agreements; to create restrictions, easements, and other servitudes; to compromise claims existing in favor of or against the trust; to carry insurance of such kinds and in such amounts as the trustees may deem advisable, at the expense of the trust; to commence or defend, at the expense of the trust, such litigation with respect to the trust or any property of the

trust estate as the trustees may deem advisable and to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

(4) To loan or advance the trustees' own funds to the trust for any trust purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust or other encumbrance of any assets of the trust; to purchase assets of the trust at their fair market value as determined by an independent appraisal of those assets; and to sell property to the trust at a price not in excess of its fair market value as determined by an independent appraisal.

(5) To borrow money for any trust purpose upon such terms and conditions as the trustees may deem proper, and to obligate the trust estate for repayment; to encumber the trust estate or its property by mortgage, deed of trust, pledge or otherwise, using such procedure to consummate the transaction as the trustees may deem advisable. The power of the trustees to borrow shall include the power to borrow money on behalf of one trust from any other trust provided for in the trust agreement, and to obligate the trusts, or any of them, provided for in the trust agreement to repay such borrowed money.

(6) To determine what is principal or income of the trust estate and apportion and allocate such principal or income in accordance with the provisions of the applicable statutes of the State of Nevada as they may now exist and may from time to time be enacted, amended, or repealed; any such matter not provided for either in this instrument or under the laws of the State of Nevada shall be determined by the trustees in accordance with accepted accounting practices.

(7) To partition, allot and distribute the trust estate, on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the trustees, and to sell such property as the trustees may deem necessary to make any division or distribution. In making any division or partial or final distribution of the trust estate, the trustees shall be under no obligation to make a pro rata division, or to distribute the same assets to beneficiaries similarly situated, but rather, the trustees may, in the trustees' discretion, make a non-pro rata division between the trusts or shares and non-pro rata distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries, have equivalent or proportionate fair market value. After any division of the trust estate, trustees may make joint investments with funds from some or all of the several shares or trusts, but trustees shall keep a separate account for each share or trust.

(8) To hold securities or other property in the name of the trustees, or of their nominee, with or without disclosure of this trust, the trustees being responsible for their acts and those of the nominee affecting such property.

(9) To have all the rights, powers and privileges of an owner with respect to the securities held in trust, including, but not limited to, the power to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the trustees may deem advisable; and to exercise and sell stock subscription or conversion rights.

(10) To release or restrict the scope of any power that the trustees may hold in connection with the trust created under the trust agreement, whether such power is expressly granted in the instrument or implied by law. The trustees shall exercise this power in a written instrument executed by the trustees specifying the power to be released or restricted and the nature of the restriction.

(11) To take any action and to make any election, which, in the trustees' discretion, to minimize the tax liabilities of the trust and its beneficiaries, and the trustees shall have the power to allocate the benefits among the various beneficiaries, and the trustees shall have the power 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 trustees believe have had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

(12) To withhold from distribution, in the trustees' discretion, at the time for distribution of any property in the trust, without the payment of interest, all or any part of the property, as long as the trustees shall determine in the trustees' discretion that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the trust estate or the probate estate of either trustor.

(13) Notwithstanding any other provision of the trust agreement, all taxes, assessments, fees, charges, and other expenses incurred by the trustees in the administration or protection of the trust, including the compensation allowed by any court to the trustees for their services hereunder, shall be a charge upon the trust estate and shall be paid by the trustees out of the income therefrom, or in the event and to the extent that the income may be insufficient, then out of the principal of the trust estate, prior to final distribution of the trust property; and the determination of the trustees with respect to all such matters shall be conclusive upon all persons howsoever interested in the trust.

C. DEALING WITH ESTATES. The trustees are authorized to lend money to the probate estate of either trustor, provided that such loan shall be adequately secured and shall bear a reasonable rate of interest; the trustees are further authorized to purchase securities or other property at its fair market value as determined by the trustees in the trustees' discretion, from the probate estate of either trustor. Trustees are authorized to sell trust property to the executor or other representative of the estate of either of the trustors at a price not in excess of its fair market value as determined by an independent appraisal.

5. Revocation and Amendment.

A. REVOCATION. The trust agreement may be revoked in whole or in part by an instrument in writing signed by the trustors and delivered to trustees. Upon revocation trustees shall within ten (10) days deliver to trustors all or the designated portion of the trust assets. If the trust agreement is revoked with respect to all or a major portion of the property subject hereto, trustees shall be entitled to retain sufficient property reasonably necessary to secure payment of liabilities lawfully incurred by trustees in administering these trusts, including trustees' fees that have been earned, unless trustors shall indemnify trustees against all loss or expense.

B. AMENDMENT. Trustors, or either of them, may at any time during their lifetimes amend any of the terms of the trust agreement by an instrument in writing signed and delivered to trustees. No amendment shall substantially increase the duties or liabilities of trustees or change trustees' compensation without trustees' consent, nor shall trustees be obligated to act under such an amendment unless the trustees accept it. If trustees are removed, trustors shall pay to trustees any sums due and shall indemnify trustees against any liability lawfully incurred by trustees in the administration of the trust.

C. REVOCATION AND AMENDMENT AFTER DEATH OF SURVIVING TRUSTOR. On the death of the surviving trustor, no trust created under the trust agreement may be amended, revoked, or terminated.

MICHAEL BENJAMIN SADY and MARIE ASTRID SADY, the Trustors and Trustees of THE MICHAEL AND ASTRID SADY FAMILY TRUST AGREEMENT, under the terms of the Trust Agreement, hereby certify that this **Certificate of THE MICHAEL AND ASTRID SADY FAMILY TRUST dated 3/20/01, 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 6 day of May, 2014.

Michael Benjamin Sady
MICHAEL BENJAMIN SADY
TRUSTOR AND TRUSTEE

Marie Astrid Sady
MARIE ASTRID SADY
TRUSTOR AND TRUSTEE

STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on May 6, 2014, by MICHAEL BENJAMIN SADY and MARIE ASTRID SADY.



Mary E. Baldecchi
NOTARY PUBLIC