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OFFICIAL RECORDS

Requested By  
**GEORGE KEELE**

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

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Bk: 0714 Pg: 1226



Deputy: ke

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

**CERTIFICATE OF THE  
ROSS JEFFREY CHICHESTER TRUST  
dated January 21, 1993, as amended**

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

1. **Name and Date of Trust.** ROSS JEFFREY CHICHESTER, as Trustor  
and Trustee, executed The ROSS JEFFREY CHICHESTER TRUST AGREEMENT  
(hereinafter: "the Trust Agreement") on January 21, 1993, thereby creating a revocable  
living trust identified as THE ROSS JEFFREY CHICHESTER TRUST. On July 5, 2002,  
the Trustor executed a First Amendment to the Trust Agreement; and on July 2, 2014,  
the Trustor executed a Second Amendment to the Trust Agreement.

2. **Successor Trustees.** Successor Trustees shall be appointed as follows:

A. **ROSS JEFFREY CHICHESTER Unable to Act.** In the event ROSS  
JEFFREY CHICHESTER shall resign or otherwise become unable to act as Trustee of  
the Trust Agreement, then SARAH ARDELLE CHICHESTER shall be appointed as  
successor Trustee of all trusts provided for in the Trust Agreement, as amended. If  
SARAH ARDELLE CHICHESTER shall resign or otherwise become unable to act as  
successor Trustee, then JAN MATTS and HOWARD MATTS shall be appointed as  
successor Co-Trustees of all trusts provided for in the Trust Agreement, as amended. If  
either JAN MATTS or HOWARD MATTS shall resign or otherwise become unable to act  
as a successor Co-Trustee, then the other shall be appointed to serve alone as  
successor Trustee of all trusts provided for in the Trust Agreement, as amended.

B. **All Named Trustees Unable to Act.** In the event all Trustees named  
in the Trust Agreement, as amended, 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  
Agreement, as amended, shall secure the appointment of a successor Trustee or  
Trustees by a court of competent jurisdiction, at the expense of the Trust Agreement, as

amended, which expense shall be borne proportionately by the respective trusts and shares then constituted.

C. **INCAPACITY OF TRUSTEE.** Whenever one licensed, practicing medical doctor who is not related by blood or marriage to the Grantor 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 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 paragraphs (a) and (b) of Section Five of the Trust Agreement, 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 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 the written affidavit from a licensed, practicing medical doctor who is not related by blood or marriage to the Grantor or to any beneficiary or Trustee of the Trust, and serves said affidavit upon the acting Trustee, the removed Trustee shall replace the acting Trustee and resume duties as Trustee hereunder. Anyone dealing with the trust may rely upon written medical certificate, or a photocopy of it, presented by the successor Trustee, or original Trustee, and shall incur no liability to any beneficiary for any dealings by that person with any designated Trustee or successor Trustee, provided that his or her reliance on said certificates is exercised in good faith. This provision is inserted in this document to encourage third parties to deal with any Trustee or successor Trustee without the need for court proceedings.

D. **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 Grantor, during his lifetime, and, thereafter, then 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.

3. **Title of Assets.** The form in which title to assets of the trust is to be taken is as follows: ROSS JEFFREY CHICHESTER, and the successor trustee(s), as Trustee of The ROSS JEFFREY CHICHESTER TRUST dated 1/21/93, as amended.

4. **Powers of Trustees.** During the life of ROSS JEFFREY CHICHESTER, the Trustee is authorized to retain in the trusts provided for in the Trust Agreement, as amended, for so long as the Trustee may deem advisable and in the best interests of such trusts, any property received by Trustee from Trustor.

Subject to any limitations stated elsewhere in this instrument, the Trustee is 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:

A. To hold any property received into the Trust at its inception or subsequently added to it or acquired pursuant to proper authority, which the Trustee in

the exercise of his or her absolute discretion and intelligence may deem to be in the best interests of the Trust. Subject to the same restrictions and limitations, the Trustee may continue the operation of any property or business lawfully received into the Trust.

B. 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 Trustee. The investments need not be diversified; provided, however, that the aggregate return of all investments shall be reasonable in light of the then existing circumstances.

C. 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 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 Trustee 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 Trustee may deem advisable and to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

D. To loan or advance the Trustee's 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.

E. To borrow money for any trust purpose upon such terms and conditions as the Trustee 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 Trustee may deem advisable. The power of the Trustee to borrow shall include the power to borrow money on behalf of one trust from any other trust provided for in this agreement, and to obligate the trusts, or any of them, provided for in this agreement to repay such borrowed money.

F. 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 Trustee in accordance with accepted accounting practices.

G. 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 Trustee, and to sell such

property as the Trustee may deem necessary to make any division or distribution. In making any division or partial or final distribution of the trust estate, the Trustee shall be under no obligation to make a pro rata division, or to distribute the same assets to beneficiaries similarly situated, but rather, the Trustee may, in his or her 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, Trustee may make joint investments with funds from some or all of the several shares or trusts, but Trustee shall keep a separate account for each share or trust.

H. To hold securities or other property in the name of the Trustee, or of the Trustee's nominee, with or without disclosure of the Trust, the Trustee being responsible for his or her acts and those of the nominee affecting such property.

I. 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 Trustee may deem advisable; and to exercise and sell stock subscription or conversion rights.

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

K. To take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of the Trust and its beneficiaries, and the Trustee shall have the power to allocate the benefits among the various beneficiaries, and the Trustee 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 Trustee believes have had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

L. To withhold from distribution, in the Trustee's 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 Trustee shall determine in the Trustee's 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 Trustor.

M. 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 Trustee for his or her services hereunder, shall be a charge upon the trust estate and shall be paid by the Trustee 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 however interested in the Trust.

N. The Trustee is 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 Trustee is further authorized to purchase securities or other property at its fair market value as determined by the Trustee in the Trustee's discretion, from the probate estate of Trustor. Trustee is authorized to sell trust property to the executor or other representative of the estate of the Trustor at a price not in excess of its fair market value as determined by an independent appraisal.

5. **Revocation and Amendment.**

A. **Revocation During Trustor's Lifetime.** During the lifetime of Trustor, this agreement may be revoked in whole or in part by an instrument in writing signed by the Trustor and delivered to Trustee.

B. **Amendment.** Trustor, may at any time during his lifetime amend any of the terms of this agreement by an instrument in writing signed by Trustor and delivered to Trustees. No amendment shall substantially increase the duties or liabilities of Trustee or change Trustee's compensation without Trustee's consent, nor shall Trustee be obligated to act under such an amendment unless Trustee accepts it. If Trustee is removed, Trustor shall pay to Trustee any sums due and shall indemnify Trustee against any liability lawfully incurred by Trustee in the administration of the trust.

ROSS JEFFREY CHICHESTER, the Trustor and Trustee of The ROSS JEFFREY CHICHESTER TRUST, under the terms of the Trust Agreement, hereby certifies that this Certificate of The ROSS JEFFREY CHICHESTER 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.

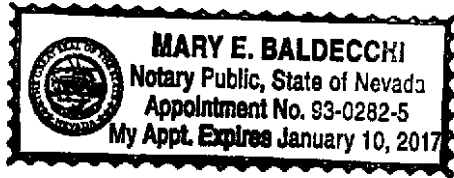
Dated this 2 day of July, 2014.

  
ROSS JEFFREY CHICHESTER  
TRUSTOR AND TRUSTEE

STATE OF NEVADA     )  
                                  ) SS.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on July 2, 2014,  
by ROSS JEFFREY CHICHESTER.

Mary E. Baldecchi  
NOTARY PUBLIC



COPY