1. P. 0 Box 125 Saint-Joseph mi 49085

APN# 1219-10-001-002

Recording Requested by:

Name United Federal Credit Union

Address 2807 S. State St.

City/State/Zip ST. Joseph MI 49085

DOUGLAS COUNTY, NV 2016-880775

Rec:\$46.00 Total:\$46.00

05/13/2016 10:02 AM

UNITED FEDERAL CREDIT UNION

Pgs=8



KAREN ELLISON, RECORDER

(for Recorder's use only)

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

ertificate of Trust
(Title of Document)

This cover page must be typed or printed.

CERTIFICATE OF TRUST THE CRENSHAW / BROWN 2015 TRUST

The undersigned, PAULA A. CRENSHAW and GREGORY S. BROWN, being first duly sworn, do hereby affirm as follows:

PAULA A. CRENSHAW and GREGORY S. BROWN executed that certain Trust Agreement dated May 20, 2015, which provides, in pertinent parts, as follows:

- 1. Trust Name: The name of the trust is The Crenshaw / Brown 2015 Trust.
- **2. Grantors:** The Grantors under the terms of said trust are PAULA A. CRENSHAW and GREGORY S. BROWN.
- 3. Trustees: PAULA A. CRENSHAW and GREGORY S. BROWN.
- **4. Successor Trustee(s):** The Successor Trustee(s) are enumerated in Article VIII of the trust and provides as follows:

Death or Resignation of Original Trustees:

- 1. In the event of the death of either PAULA A. CRENSHAW or GREGORY S. BROWN, or if for any reason whatsoever one of them ceases to serve as a Trustee hereunder, the other shall serve as sole Trustee hereunder.
- 2. In the event of the death of both PAULA A. CRENSHAW and GREGORY S. BROWN, or if for any reason whatsoever both cease to serve as Trustees hereunder, the Grantors nominate and appoint CODY MUNGER to serve as Successor Trustee hereunder without the approval of any court. If CODY MUNGER shall fail, refuse or otherwise be unable to act, the Grantors nominate and appoint TRISTAN HECHTEL to serve as the Successor Trustee to act without the approval of any court.
- **5. Power to Amend or Revoke:** During the life of the Grantors, this Trust Agreement may be revoked in whole or in part by an instrument in writing signed by the Grantors and delivered to the Trustee(s).
- **6. Identification Number:** The Tax Identification Number for the trust is either of the Grantor's social security number.
- 7. Title to Assets: Title to property may vest in the name of Grantors individually, or in the name of the trust, or in the name of the Trustees in their capacity as a Trustee(s) of the trust.

If the title to property appears in the name of one individual as Trustee of this trust, then said Trustee is fully and exclusively empowered to act for this trust and is properly exercising his or her authority under this trust in negotiating for, contracting for and executing any document relative to said property.

Alling & Jillson, Ltd.
Post Office Box 3390
Lake Tahoe, NV 89449
(775) 588-6676

- 8. Status of Trustee and Powers: The Trustee powers contained in this Certificate are the current powers of the Trustee(s); the trust has not been revoked or amended to make any representations herein incorrect; and the signature appearing herein is that of the current Trustee(s).
- **9. Powers of the Trustee:** The rights and powers of the Trustee are enumerated in Article VII of the trust and provides as follows:

The Trustee shall have with respect to any and all property, whether real or personal, that may at any time be held hereunder, whether constituting principal or accumulated income, the following rights and powers which may be exercised in the Trustee's discretion at any time, and from time to time, during the continuance of any trust hereunder and until actual distribution of all property:

- 7.01 HOLD ALL ASSETS AND OPERATE ALL PROPERTY/BUSINESS: To hold and retain, without liability for such retention and without regard to diversification, any and all property (including stock of any corporate trustee or a parent or affiliated company) coming into the Trustee's possession, whether or not it is of the character permitted by law for the investment of trust funds (including, but not limited to, assets that yield a high income or no current income, leverage type securities, security options, puts and calls, participation in limited partnerships, tax shelters, etc.), and to operate any property or business received in trust for as long as the Trustee deems advisable.
- 7.02 ALL RIGHTS AND PRIVILEGES: To have all the rights, powers and privileges of an owner with respect to securities held in trust, including, but not limited to, the power to vote, and give proxies to vote on any securities (including stock of the Trustee) having voting rights, pay any assessment levied upon stock and to exercise any right or option of subscription, conversion or otherwise that may at any time attach, belong or be given to the holders of any stocks, bonds, securities or other instruments in the nature thereof forming part of the trust estate.
- 7.03 OPEN AND SIGN ON ACCOUNTS: To open checking and/or savings accounts, rent safe deposit boxes with any institution(s) empowered to accept same, including any that may be a trustee hereunder, and/or open cash and margin accounts with any brokerage firm(s). In addition, if there are Co-Trustees of any trust hereunder, the Trustees jointly, or a Trustee acting alone, may establish accounts in the name of the trust, and transactions in the accounts, including withdrawals, may be made with only the signature of one Trustee. Furthermore, a Trustee may grant a non-trustee signature authority on such accounts.
- 7.04 JOIN IN PLANS AND PAY ASSESSMENTS: To join in any plan of lease, mortgage, consolidation, combination, reorganization, dissolution, foreclosure, change of capitalization or other change of structure of any corporation, trust or organization, or the property or assets thereof; to deposit bonds, stocks or other securities held by it with any protective or similar committee and to take and hold any securities issued in connection therewith and pay any assessments thereunder.
- 7.05 MORTGAGES AND DEEDS OF TRUSTS: To enforce any mortgage, deed of trust or pledge held hereunder and purchase at any sale thereunder any property subject thereto.

- 7.06 PURCHASE SECURITIES OR OTHER PROPERTY: To purchase at its fair market value as determined by the Trustee, in the Trustee's discretion, securities or other property and make loans and advancements to the executor or other representative of the estate of Grantors or a beneficiary.
- 7.07 MANAGE, SELL OR CONVEY ALL PROPERTY: To manage, control, sell at public or private sale for cash or on credit, either with or without notice; to convey, exchange, partition, divide, subdivide, mortgage, pledge, improve and repair; to grant options; to lease for terms within or extending beyond the duration of any trust, for any purpose, including exploration for and removal of gas or oil and to enter into any covenant or agreement relating to property so leased or any improvements that may then or thereafter be erected thereon.
- **7.08 ADJUST CLAIMS:** To compromise, submit to arbitration, release, with or without consideration, or otherwise adjust claims in favor of or against any trust and to institute, compromise and defend actions and proceedings.
- **7.09 INSURANCE:** To purchase and carry insurance, including life insurance, of such kinds and in such amounts as the Trustee deems advisable as an expense of the trust; to pay premiums and other assessments on any insurance contracts that may at any time be held hereunder.
- **7.10 INVEST AND REINVEST:** To invest and reinvest any property held hereunder, including accumulated income, in such amounts and in such property, real or personal, including, but not limited to, any common trust fund maintained by any bank licensed to do business in any state of the United States as the Trustee deems fit and proper without being restricted by any statutory limitation on investments by the Trustee now in effect or subsequently imposed.
- 7.11 BORROWING OF MONEY: To borrow money from any person, firm or corporation, including the Trustee hereunder, for any trust purpose upon such terms and conditions as the Trustee deems proper; to obligate the trust for repayment; to encumber any of the trust property by mortgage, Deed of Trust, pledge or otherwise.
- 7.12 INDEPENDENT ACT(S) OF CO-TRUSTEES: When there are two or more trustees acting hereunder, a single trustee may acquire or dispose of trust assets, acting independent of the other Co-Trustee(s), and a third party may rely on the conduct of a Co-Trustee so acting.
- 7.13 NAME PROPERTY HELD: To hold any property in the name of the trust and the Trustee's name as trustee, in the Trustee's own name, in the name of the Trustee's nominee or unregistered in such condition that title shall pass by delivery.
- 7.14 **DISTRIBUTION:** Upon any division or partial or final distribution of any trust hereunder, to partition or distribute the same in kind or in money or partly in each at values determined by the Trustee, unless otherwise specifically directed, and in any case in which division or partition of property into shares or parts is required, to allot specific securities or other property, real or personal, or an undivided interest therein, to any such share or part, and to sell the property as the Trustee deems advisable and to make the distribution or division.

- **7.15 EMPLOY AGENTS:** To employ counsel, corporate or other agents and pay them a reasonable compensation; to act on advice of counsel and incur no liability for any action taken or refrained from pursuant to that advice.
- **7.16 DIVERSIFICATION:** To retain or acquire property without regard to diversification and without risk of loss for not diversifying.
- **7.17 OPTIONS:** To exercise or not exercise or otherwise deal with any and all options of any kind.
- **7.18 CONSOLIDATION:** To consolidate, for purposes of administration and investment, the property of the several trusts hereby created and allocate undivided interests in those consolidated funds to the several trusts, provided the consolidation does not destroy the separate identity of the trusts.
- 7.19 BROAD POWER: To do all acts, take all proceedings and exercise all rights and privileges, although neither specifically herein above mentioned nor conferred upon the Trustee by law, with relation to the property as if the absolute owner thereof and in connection therewith, to enter into any covenants or agreements binding the trust estate.
- **7.20 BUSINESS ACTIVITIES:** To act hereunder through an agent or attorney-in-fact, by and under power of attorney duly executed by the Trustee, in carrying out any of the powers and duties herein authorized.
- 7.21 BUSINESS AND BUSINESS PROPERTY: To engage in business with the property of the trust as sole proprietor, or as a general or limited partner, with all of the powers customarily exercised by an individual so engaged in business and to hold an undivided interest in any property as tenant in common or as a tenant in partnership.
- 7.22 RELEASE AND RESTRICTION POWERS: To release or restrict the scope of any power the Trustee may hold in connection with the trust indenture, whether such power is expressly granted in the instrument or implied by law. The Trustee shall exercise this power(s) to be released or restricted and the nature of the restriction.
- 7.23 BUSINESS ENTITIES OR FORM A BUSINESS ENTITY: To incorporate part or all of a business with trust property with whatever capital structure the Trustee deems appropriate, alone or with others, in any jurisdiction and to conduct the business under the appropriate terms and conditions.
- 7.24 LOANS: To make loans with adequate interest and adequate security, unless the loan is made to one to whom the Trustee has discretion to distribute the income or principal of a trust in which case, the loan may be made without adequate interest or security, provided that such power or discretion shall not be exercisable on behalf of a donee if the exercise of the power would result in the income of the trust(s), in whole or in part, being attributable to a Grantor or the Trustee, for federal income tax purposes (to the extent that it would result in the value of the trust property being includible in a Grantor's gross estate for federal estate tax purposes or would result in a Grantor

being deemed to have made a gift, in whole or in part, for federal gift tax purposes).

- 7.25 TRUSTEE'S JUDGMENT: The Trustee may freely act under all or any of the powers herein granted to the Trustee in all matters concerning the trust estate after forming a judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the trust and the beneficiaries hereunder, without the necessity of obtaining the consent or approval of any court, and notwithstanding that the Trustee may be acting in the Trustee's individual capacity, as Trustee of other trusts or as an agent for other persons or interested parties in connection with the same matters, shareholder, director, or otherwise, provided the Trustee shall exercise these powers at all times in a fiduciary capacity primarily in the interest of the beneficiaries hereunder.
- **7.26 SUPPLEMENTAL POWERS:** The powers herein granted to the Trustee may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law and shall include all powers necessary to carry the same into effect.
- 7.27 TRUSTEE'S LIABILITY: The Trustee shall not be responsible or liable in any way for any action taken with respect to any investment of the trust estate, any loss or depreciation resulting from the purchase, retention, sale, exchange, lease or alteration of any investment, any want of diversification of investments of the trust estate and shall have no duty to advise anyone with respect to the desirability of any such action. Furthermore, the Trustee shall not be liable for any mistake or error of judgment in the administration of the trust property resulting in a loss to the trust by reason of investments or otherwise, save only for willful misconduct or fraud.
- 7.28 MARGIN ACCOUNTS: The Trustee is authorized to buy, sell and trade in securities of whatever nature, including short sales, on margin or otherwise, and for such purposes, may maintain and operate a margin account with any broker and pledge any securities held or purchased by the Trustee with such broker as security for loans and/or advances made to the Trustee. In connection with the foregoing, the Trustee is authorized to hold stocks, bonds or other securities in the name of a nominee or in other form without disclosure of the trust so that title to the property may pass by delivery.
- 7.29 TAX ELECTIONS AND CHOICES: To exercise all tax related elections, choices, etc., that they may have (whether or not specifically referred to in Section 6.14), including the disclaimer of benefits receivable by such trust in any manner permitted by law or by a "transfer" meeting the requirements of IRC §2518(c)(3) or any such successor provision.
- 7.30 INVESTMENTS: To hold, retain, purchase or sell legal life estates, interest for a term of years, remainder interests, etc., whether or not they yield a reasonable return rate or no current return, whether or not they result in the preservation of principal and whether or not they are regarded by any state, rule of law or otherwise as being proper for trustees. The investments may be purchased from or made in conjunction with any persons, notwithstanding that any such person(s) may control the investment and/or may be, directly or indirectly, a beneficiary or a fiduciary hereunder. This power shall not apply to transactions with any trust hereunder without the written consent of the adult beneficiaries to whom the Trustee is authorized or directed to pay net income

Alling & Jillson, Ltd. Post Office Box 3390 Lake Tahoe, NV 89449 (775) 588-6676 of the trust(s) at the time of such transaction(s). During a period when no such person is living (and competent), no consent shall be required. Consent shall not be required for the retention of an investment. The individual(s) whose consent is required with respect to the above transaction(s) shall not have responsibility to any beneficiary in connection with giving or withholding consent. The purchase or sales price for any transaction hereunder may, but need not, be determined under the Treasury Department valuation tables contained in Treasury Department Regulation Section 25.2512-9 as amended, or any successor regulation or tables.

7.31 LEGAL POWERS: All of the powers now or hereafter conferred by law and in particular those powers set forth in *NRS* 163.265 through 163.410, as well as *NRS* 163.570.

The foregoing powers, as well as those now or hereafter conferred upon the Trustee, may be exercised by the Trustee in the manner the Trustee, in the Trustee's sole discretion, deems appropriate, to carry out the trust purposes under, all of the then circumstances (insofar as they can reasonably be ascertained by the Trustee), all without obtaining authority therefor from any court. No person dealing with the Trustee shall be required to see to the application or disposition of cash or property transferred to or upon the order of the Trustee or inquire into the authority, validity or propriety of any action of the Trustee.

In addition to the investment powers conferred above, the Trustee is authorized, but is not directed, to acquire and retain investments not regarded as traditional for trusts, including investments that would be forbidden by the "prudent person" rule or the "prudent investor" rule as may be applicable (such rules hereinafter collectively referred to as the "prudent person" rule). The Trustee may in the Trustee's sole discretion, invest in any type of property, wherever located, including any type of security or option, improved or unimproved real property and tangible or intangible personal property, and in any manner, including direct purchase, joint ventures, partnerships, limited partnerships, corporations, mutual funds or any other form of participation or ownership whatsoever. In making investments, the Trustee may disregard all of the following factors:

- A. Whether a particular investment, or trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal.
- B. Whether the acquisition or retention of a particular investment, or trust investments collectively, is consistent with any duty of impartiality as to the different beneficiaries. Grantors intend that no such duty shall exist.
 - C. Whether the trust is diversified. Grantors intend that no duty to diversify shall exist.
- D. Whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts. The entire trust may be so speculative for trusts. The entire trust may be so invested. Grantors intend the Trustee to have sole discretion in determining what constitutes acceptable risks and what constitutes proper investment strategies.

Grantors' purpose in granting the foregoing authority is to modify the prudent person rule insofar as the rule would prohibit an investment(s) because of one or more factors listed above, or

any other factor relating to the nature of an investment. Accordingly, the Trustee shall not be liable for any loss in value of an investment merely because of the nature of the investment or the degree of risk presented by the investment, but shall be liable if the Trustee's procedures in selecting and monitoring the investment are proven by affirmative evidence to have been negligent or fraudulent and that such negligence or fraudulence was the proximate cause of the loss.

- 7.32 POWER OF CO-TRUSTEES TO ACT INDEPENDENTLY: Notwithstanding any other provision to the contrary, the Trustors specifically authorized either of the Co-Trustees, namely, PAULA A. CRENSHAW and GREGORY S. BROWN, during their joint lives and while serving as Co-Trustees, to act independently of the other and have the authority to perform all powers and acts as granted under this Trust Agreement, except as affects an interest in real property. By way of example, but no limited thereto, to sell, transfer, assign, mortgage, hypothecate or otherwise encumber the real property of the trust estate, which will necessitate the concurrence in writing of both original Co-Trustees as long as both are alive.
- 10. Declarants: Declarants state that the trust is in full force and effect and has not been amended in any manner which would cause the representations in this Certificate of Trust to be incorrect. Declarants further state they have no knowledge of any claim, challenge, cause of action alleged contesting or questioning the validity of the trust or the Trustees' authority.

SIGNED in Douglas County, Nevada, on this 3 day of May 2016.

PAULA A. CRENSHAW, Grantor/Trustee

GREGORYS. BROWN, Grantor/Trustee

State of NEVADA

: ss.

County of DOUGLAS

)

This instrument was acknowledged before me on May _3__, 2016, by PAULA A. CRENSHAW and GREGORY S. BROWN.

WITNESS my hand and official seal.

NOTARY PUBLIC

DEIDRE A. CHANEY

NOTARY PUBLIC

STATE OF NEVADA

My Appt. Exp. April 10, 2020

My Appt. Exp. April 10, 2020