CERTIFIED EXTRACT COPY OF TRUST AGREEMENT

"TRUST AGREEMENT "GILEDORF FAMILY TRUST

"This Trust Agreement, made and entered into between GARY L.
GILSDORF and DOLORES M.W. GILSDORF, husband and wife, of 3148
Glenhurst, Las Vegas, Nevada 89121, hereinafter called Trustors,
and GARY L. GILSDORF and DOLORES M.W. GILSDORF of the same
address as Co-Trustees,

MITTERSETE!

- creation of Trust. The Trustors herewith assign, transfer, deliver, and convey to the Co-Trustees the properties described in the schedules attached hereto and made a part hereof by this reference. All of such properties, together with any additional properties hereafter deposited into this trust or acquired by this trust, shall constitute the trust estate. And this trust shall be known as the GILSDORF PANILY TRUST.
- "2. Acceptance by Co-Trustees. The Co-Trustees hereby accept the trust herein created and agree to hold and administer all of the trust properties in trust for the uses, purposes, and beneficiaries hereinafter set forth, and with all powers and subject to all limitations herein contained.
- the lifetime of both Trustors, they shall have the right to direct the Co-Trustees in all respects in connection with the retention, sale, or other disposition, encumbrance, lease, management, control, and distribution of all properties of this trust and with respect to the investment or reinvestment of any of the trust funds. And the Trustors further reserve unto themselves as to the entire trust, and unto the survivor of them, the right to smend or revoke this trust in whole or in respective part at any time.

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Directions in Writing. All directions and instructions to the Co-Trustees shall be given or confirmed in writing and signed by both Trustors so long as both are living, or by the survivor of them, and the Trustees shall forthwith accomplish the same and shall be entitled to rely upon such written instructions without liability or responsibility of any nature for the accomplishment thereof. All powers of the Trustees hereunder shall be executed by them jointly so long as both are living and competent to so act; and in the event of death or incapacity of either, then the surviving Trustee shall have sole authority herein.

*7. Successor Trustee. In the event of incapacity or death of both Trustors, then NEVADA STATE BANK shall succeed as Trustee of this trust. * * * In the event any beneficiary hereunder shall be under age 26, then the Trustee shall continue to hold the assets distributable to or for the benefit of such beneficiary, in trust, with the powers and subject to the limitations and directions as follows:

"A. Trustee's Powers. As to each irrevocable trust, the Trustee shall hold, invest and reinvest the assets of the trust prudently and to the best of its ability for the benefit of the trust beneficiaries, with sole power and discretion as to amounts and proportions and in such assets or properties as may be deemed most advisable and as permitted by law for the investment of trust funds, and to accumulate and reinvest any undistributed income and add the same to principal; and it shall have power to retain any asset or property received or acquired by it, to sell, convey, exchange, convert, improve, repair, develop, divide, subdivide, lesse for terms within or beyond the duration of

 the trust, make loans, borrow funds, and pledge, hypothecate or otherwise encumber trust properties, to compromise or adjust claims in favor of or against the trust, to insure, to hold property in nominee name, to prosecute and defend actions involving trust properties, to exercise stock options and vote by proxy, to execute and deliver all instruments necessary in connection with other trust powers, and to exercise such further powers as are necessarily indidental to any of the foregoing or as may hereafter be authorised by law.

"B. Expenses and Undue Tax Consequences. Expenses of the trust, including administrative expenses, trustee fees, and taxes, shall be paid from income or principal as the Trustee shall determine. The Trustee shall at no time manage or deal with the trust properties in such manner as to produce any undue tax consequences to the trust or to any beneficiary, nor so as to lose tax benefits, nor so as to produce excessive expenses of administration, either during the continuance of the trust or upon distribution.

"C. Undivided Interests and Distribution. The Trustee may hold undivided interests in trust assets, and upon distribution may distribute undivided or divided interests, in kind or in cash or other equivalent-value properties, as the Trustee may determine in its discretion.

"Witness the hands of the parties this 7 day of June,

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APPROVED:

1903.

GLADSTONE & STARK

By Scotty Gladstone
Scotty Gladstone
Attorneys for Trustors
302 Carson \$900
Las Vegas, Nevada \$9101

Gary L. Gilsdorf GART L. GILSDON, Trustor

Dolores M.W. Gilsdorf DOLORES M.W. GILSDORF, Trustor

GARY L. GILSDORF, Trustee

DOLORES M.W. GILSDORF, Trustee

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CERTIFICATE OF TRUE COPY

I certify that I have compared the foregoing extract copy of the original trust agreement dated June 7, 1983, and that the foregoing is a full, true and complete extract of all provisions thereof relating in any way to the acquisition, holding, or disposition of any properties, real or personal, in said trust, and that said trust has not been amended in any of the respects therein set forth, and the same is now in full force and effect.

Witness my hand and notarial smal at Las Vegas, Clark County, Hevada, this 13 day of June, 1983.

Hotary Public and Attorney for Trustees 302 Carson #900 Les Vegas, Hevada 89101

RETURN TO:

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 GLADSTONE & STARK Attorneys at Law 302 Carson #900 Las Vegas, Nevada #9101 A COLUMN COLUMN

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