

Robert J. Pia  
Attorney at Law  
100 Church Street - P O Box 2116  
Salinas, CA 93902-2116  
Telephone: (408) 424-2787

CERTIFICATE OF TRUST ESTABLISHMENT AND AUTHORITY

The undersigned desire to confirm the execution of a TRUST AGREEMENT establishing a revocable living trust named THE DONALD W. NAIL AND MARTHA ANN NAIL 1990 FAMILY TRUST, executed concurrently herewith, by and between the undersigned, DONALD W. NAIL AND MARTHA ANN NAIL as SETTLORS and CO-TRUSTEES, for the benefit of the undersigned during their joint lifetimes, and thereafter for the lifetime benefit of the survivor and ultimately for the benefit of other successor beneficiaries in interest.

The following provisions are found in said TRUST AGREEMENT and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with any of the original TRUSTEES, or their SUCCESSORS.

RESERVE RIGHTS OF SETTLORS

1. While both SETTLORS are living and neither is incompetent or incapacitated, they may, from time to time alter or amend any of the terms of the TRUST AGREEMENT by a written instrument signed by them and delivered to the TRUSTEES.

2. Each of the SETTLORS while living and neither incompetent nor incapacitated, may, from time to time, revoke or terminate TRUST, in whole or in part, but only as to his or her properties or funds contained in the TRUST fund.

DISPOSITIVE PROVISIONS

1. During the joint lifetimes of the SETTLORS, they are the sole life beneficiaries and exclusive recipients of the economic benefits of the TRUST.

2. Upon the death of either SETTLOR, the TRUST fund becomes allocated into two TRUSTS designated the MARITAL TRUST and the RESIDUAL TRUST.

3. The surviving SETTLOR is the sole beneficiary of the MARITAL TRUST and of the RESIDUAL TRUST and is the exclusive recipient of the present economic benefit of the MARITAL TRUST and the RESIDUAL TRUST during the lifetime of such surviving SETTLOR. The surviving SETTLOR retains the unlimited right to withdraw principal from the MARITAL TRUST. The TRUSTEE may invade principal of the RESIDUAL TRUST to provide for the reasonable health, support, maintenance, and education of the surviving SETTLOR.

TRUSTEES AND SUCCESSOR TRUSTEE

1. If either said DONALD W. NAIL or said MARTHA ANN NAIL fails to qualify or ceases to act as a CO-TRUSTEE for any reason during his or her lifetime the other of them shall act as sole TRUSTEE of the TRUST. After the death of either of said SETTLORS the surviving SETTLOR shall become the sole TRUSTEE of the TRUST. In the event that both of said SETTLORS fail to qualify or cease to act as TRUSTEE for any reason, they shall be succeeded by their daughter, MARILYN BANTA; and if she fails to qualify or ceases to act then they shall be succeeded by their daughter, LINDA BARTOLO; and if she fails to qualify or ceases to act, then they shall be

succeeded by their daughter, NEILA WESLEY, and their son, DONALD W. NAIL, JR., or the survivor of them.

TRUSTEES AUTHORITY

1. Any TRUSTEE may delegate to another TRUSTEE the exercise of all or any of the powers conferred upon a TRUSTEE and may at pleasure revoke such delegation. A TRUSTEE shall in no way be responsible for the matters delegated to another TRUSTEE. Any such delegation shall be made by a written, acknowledged instrument.

2. No purchaser from or other person dealing with the TRUSTEE or TRUSTEES, as the case may be, shall be responsible for the application of any purchase money or thing of value paid or delivered to such TRUSTEE or TRUSTEES as the case may be, but the receipt by such TRUSTEE or TRUSTEES shall be a full discharge; and no purchaser or other person dealing with the TRUSTEE OR TRUSTEES, as the case may be, and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with TRUSTEE or TRUSTEES, as the case may be, shall be under any obligation, to ascertain or inquire into the power of such TRUSTEE or such TRUSTEES, as the case may be, to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by the TRUSTEE or TRUSTEES, as the case may be, or comprised in the TRUST fund.

3. The Certificate of the TRUSTEE or the TRUSTEES, as the case may be, that such TRUSTEE or TRUSTEES is or are acting according to the terms of TRUST AGREEMENT shall fully protect all

persons dealing with such TRUSTEE or TRUSTEES, as the case may be.

TRUSTEES POWERS

1. The TRUSTEE, or the TRUSTEES, as the case may be, shall have the power and authority to manage and control the Trust fund, in such manner as said TRUSTEE, or the TRUSTEES, as the case may be, may deem advisable, and the TRUSTEE, or the TRUSTEES, as the case may be, shall have, enjoy and exercise all power and rights over and concerning said Trust fund and the proceeds thereof as fully and amply as though the TRUSTEE or TRUSTEES, as the case may be, were the absolute and unqualified owner of same, including the following powers:

a. To invest in any property, including without limitation, stocks, bonds, mutual funds, market funds, index funds, money market mutual funds, debentures, notes, shares of investment trust and investment companies, mortgages, deeds of trust, interests in general and limited partnerships, real estate and insurance contracts;

b. To buy stocks, bonds, commodities and similar investments on margin or other leveraged accounts and to sell short such accounts, and to buy, sell and write commodity, stock or other security options, futures, hedges, short positions, options, puts, call, straddles, or any other form of securities or commodities position, interest or contract;

c. To convey, dispose and sell any Trust property for cash or upon credit, and to grant options to purchase;

d. To lend, borrow, and to execute promissory notes, to

secure payment of borrowings by encumbrance, pledge and grant of security instruments, to guarantee loans to SETTLORS, and to encumber or to pledge Trust property for loans made to SETTLORS by any individual, corporation or entity;

- e. To lease as Lessee or Lessor;
- f. To improve Trust property;
- g. To employ and compensate investment advisors, brokers, attorneys-in-fact, realtors, and other advisors and to delegate such persons any discretion deemed proper by TRUSTEES; and
- h. To hold securities or other property in the name of the TRUSTEE, or in the name of the TRUSTEES, as the case may be, as TRUSTEE or TRUSTEES, in the TRUSTEE'S own name or in the TRUSTEES' own name, or in the name of a nominee (with or without disclosure of any fiduciary relationship), or in bearer form.

**ADMINISTRATIVE**

1. The situs of the TRUST is the State of California.
2. All interest arising under the terms of TRUST will vest within twenty-one (21) years after the death of the last survivor of a group composed of the SETTLORS, and all SETTLORS beneficiaries and/or descendants living at the date of the first CO-SETTLOR to die.
3. Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this CERTIFICATE OF TRUST ESTABLISHMENT AND AUTHORITY.

IN WITNESS WHEREOF, the undersigned declare under penalty of perjury that the foregoing is true and correct and that they have

