

Lincoln County

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(15)

CERTIFICATE OF INCUMBENCY

FIRST INTERSTATE BANK OF NEVADA hereby certifies that it is the trustee under the JOE AND SARAH COHEN 1991 LIVING TRUST AGREEMENT ("Trust"), dated January 23, 1991. Article First of the Trust Agreement designated FIRST INTERSTATE BANK OF NEVADA as trustee of the Trust. Attached hereto and incorporated herein is the CERTIFICATE OF TRUST FOR JOE AND SARAH COHEN 1991 LIVING TRUST AGREEMENT, dated January 23, 1991. The Trust owns an interest in the real properties transferred to the Trust on March 8, 1991, copies of which Quitclaim Deeds, as recorded, are attached hereto.

Dated this 4<sup>th</sup> day of June, 1991.

TRUSTEE:

FIRST INTERSTATE BANK OF NEVADA

By: [Signature]

S. BAXTER

Its: Trust & Financial Services Officer

STATE OF NEVADA )  
                          ) ss.  
COUNTY OF CLARK )

On the 4<sup>th</sup> day of JUNE, 1992, personally appeared before me, a Notary Public in and for said state and county, S. BAXTER, known to me to be the person whose name is subscribed to the above instrument, and who acknowledged to me that he executed the above instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]  
Notary Public



NOTARY PUBLIC  
STATE OF NEVADA  
County of Clark  
RUTH ANN REDA  
My Appointment Expires Dec. 5, 1993

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Lincoln County

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FIRST INTERSTATE  
BANK OF NEVADA, N.A.  
TRUST DEPT.

COPY

No. 096011

FILED AND RECORDED AT REQUEST OF  
First Interstate Bank of NV  
March 14, 1991  
AT 05 MINUTES PAST 2 O'CLOCK  
P.M. IN BOOK 94 OF OFFICIAL  
RECORDS, PAGE 670 LINCOLN  
COUNTY, NEVADA.

YURIKO SETZER  
COUNTY RECORDER

By Shonda Zehner, Deputy

BOOK 105 PAGE 435  
BOOK 94 PAGE 669

Lincoln County

QUITCLAIM DEED

JOE M. COHEN, does hereby remise, release and forever quitclaim to JOE COHEN and SARAH COHEN, Trustees of THE JOE AND SARAH COHEN 1991 LIVING TRUST AGREEMENT, dated January 23, 1991, all that certain real property situate in the County of Lincoln, State of Nevada, more particularly described as follows:

All of lots 68 and 69 in Block 37 as said lots and block are delineated on the official map of said Town of Pioche, now on file and of record in the office of the County Recorder of said Lincoln County, State of Nevada.

Grantee's Address: 9457 Las Vegas Blvd. South, Bldg. 2, #20, Las Vegas, NV 89123

APN: 01-057-22

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

DATED: MARCH 8, 1991.

Joe M. Cohen  
JOE M. COHEN

STATE OF NEVADA )  
                          ) SS.  
COUNTY OF CLARK )

On the 8TH day of MARCH, 1991, personally appeared before me, a Notary Public, State of Nevada, JOE M. COHEN, known (or proved) to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

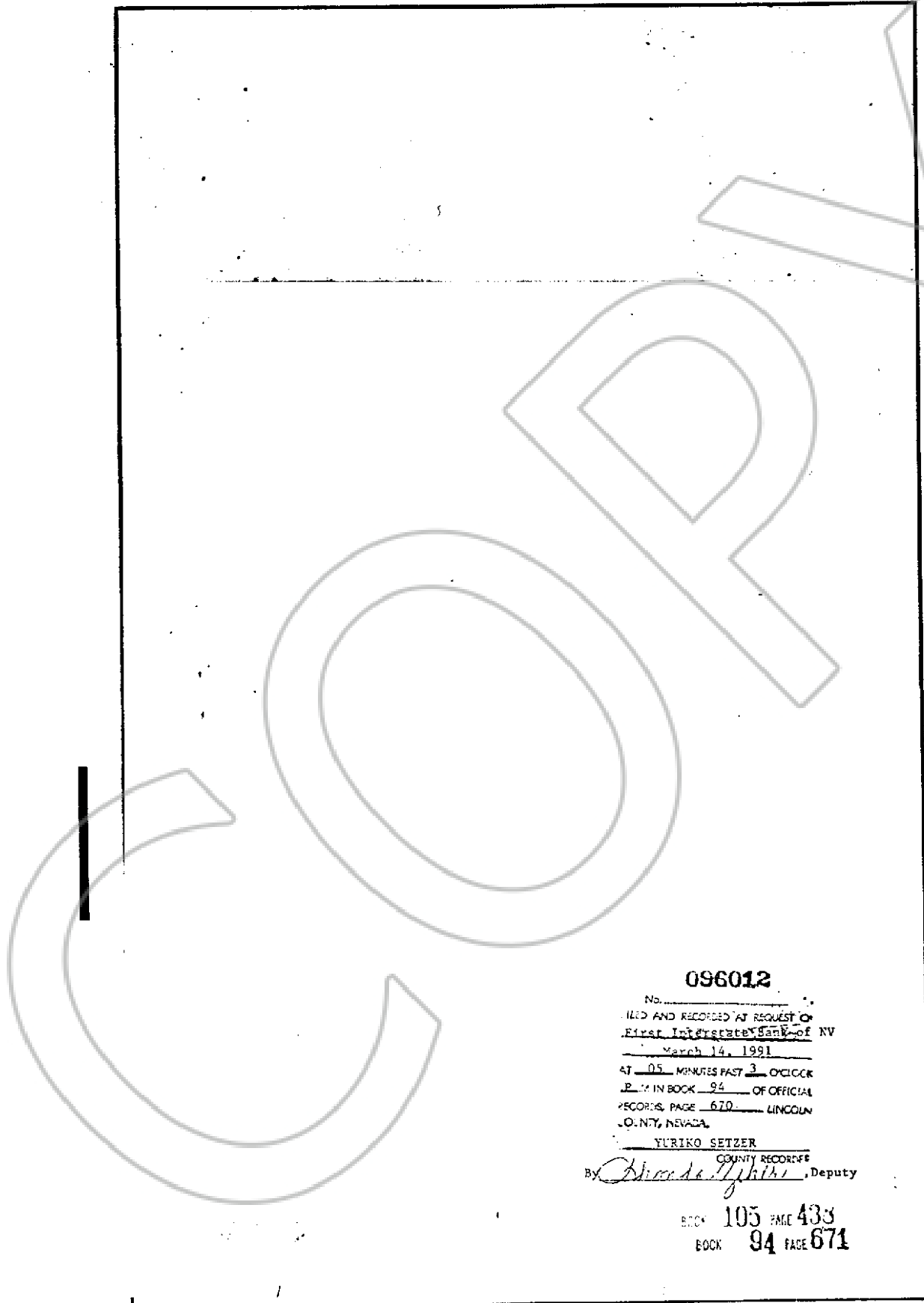
Ruth Ann Reda  
Notary Public

NOTARY PUBLIC  
STATE OF NEVADA  
County of Clark  
RUTH ANN REDA  
My Appointment Expires Dec. 5, 1993

When recorded, mail to:

TRUST REAL ESTATE DEPARTMENT  
First Interstate Bank of Nevada, N.A.  
Post Office Box 92588  
Las Vegas, NV 89193-8588

Lincoln County



096012

No. \_\_\_\_\_  
FILED AND RECORDED AT REQUEST OF  
First Interstate Bank of NV  
March 14, 1991  
AT 05 MINUTES PAST 3 O'CLOCK  
P. M. IN BOOK 94 OF OFFICIAL  
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YURIKO SETZER  
COUNTY RECORDER  
BY Shirley White, Deputy

BOOK 105 PAGE 433  
BOOK 94 PAGE 671

Lincoln County

CERTIFICATE OF TRUST FOR  
JOE AND SARAH COHEN  
1991 LIVING TRUST AGREEMENT

1. The trust estate consists of property transferred by the settlor as provided in Article First and Article Second of the trust instrument as hereinafter stated.

ARTICLE FIRST. FIRST INTERSTATE BANK OF NEVADA, hereinafter referred to as the "trustee", declares that JOE COHEN and SARAH COHEN, hereinafter jointly or individually referred to as the "settlor", as indicated by the context, have transferred and delivered to the trustee without consideration the property described in Exhibit "A" attached to this instrument. JOE COHEN is referred to herein as Husband and SARAH COHEN is referred to herein as Wife.

ARTICLE SECOND. Property subject to this instrument listed in Exhibit "A" is referred to as the "trust estate" and shall be held, administered, and distributed in accordance with this instrument. Any community property transferred to the trust shall remain community property after its transfer. Any property transferred to the trust in which formal title is vested in the settlor as joint tenants with right of survivorship is, and was always, community property and has been recorded in joint tenancy for convenience purposes only.

It is the settlor's intention that the trustee shall have no more extensive power over any community property transferred to the trust estate than the settlor would have had under Nevada Revised Statutes Chapter 123 had this trust not been created, and this instrument shall be so interpreted to achieve this intention. This limitation shall terminate on the death of either settlor. Notwithstanding the foregoing, the trustee shall have the power to convey, encumber, or otherwise dispose of community, real and personal property held hereunder without the consent of either Husband or Wife, whether or not the Husband or Wife shall then be capable of giving such consent.

2. The trust has been established for the benefit of the settlor and those certain beneficiaries named in the trust instrument.

3. The trust may be revoked as provided in ARTICLE NINTH of the trust instrument as hereinafter stated:

Article Ninth a. During the joint lifetime of the settlor, this trust may be revoked in whole or in part with respect to community property by a written instrument signed by either settlor and delivered to the trustee and the other settlor. On revocation,

Lincoln County

the trustee shall promptly deliver to Husband and Wife all or the designated portion of the community property trust assets. A settlor may at any time revoke all or any part of this trust with respect to any separate property the revoking settlor has contributed to the trust by a written instrument signed by the revoking settlor and delivered to the trustee. On revocation with respect to separate property, the trustee shall promptly deliver to the contributing settlor all or the designated portion of that property. Upon revocation, community property shall continue to be community property of the settlor and separate property shall continue to be the separate property of the revoking settlor. The trustee shall also account for its acts since the preceding accounting. If this instrument is revoked with respect to all or a major portion of the assets subject to the instrument, the trustee shall be entitled to retain sufficient assets reasonably calculated to secure payment of liabilities lawfully incurred by the trustee in the administration of the trust, including trustee's fees that have been earned, unless the settlor shall indemnify the trustee against loss or expense.

Article Ninth b. The settlor may at any time during his or her lifetime amend any of the terms of this instrument by an instrument in writing signed by both settlors and delivered to the trustee. No amendment shall substantially increase the duties or liabilities of the trustee or change the trustee's compensation without the trustee's consent, nor shall the trustee be obligated to act under such an amendment unless the trustee accepts. If a trustee is removed, the settlor shall pay to the trustee any sums due and shall indemnify the trustee against liability lawfully incurred by the trustee in the administration of the trusts.

Article Ninth c. On the death of the Deceased Spouse, the Surviving Spouse shall have the power to amend, revoke, or terminate the Survivor's Trust, but the Credit Trust may not be amended, revoked, or terminated. On the death of the Surviving Spouse, no trust may be amended, revoked, or terminated. On revocation or termination of the Survivor's Trust, all its assets shall be delivered to the Surviving Spouse.

Revocation and amendment shall be made in the manner provided in Articles Ninth a. and Ninth b., respectively.

Article Ninth d. The powers of the settlor to revoke or amend this instrument are personal to them and shall not be exercisable in his or her behalf by any guardian, conservator, or other person, except that revocation or amendment may be authorized, after notice to the trustee by the court that appointed the guardian or conservator.

4. The powers of the trustee as provided in ARTICLE ELEVENTH of the trust instrument are as hereinafter stated:

Lincoln County

Article Eleventh. In order to carry out the provisions of the trusts created by this instrument, the trustee shall have these powers in addition to those now or hereafter conferred by law:

Article Eleventh a. To invest and reinvest all or any part of the trust estate in such common or preferred stocks, shares of investment trusts and investment companies, bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, checking accounts, savings accounts or other property as the trustee in the trustee's discretion may select; and the trustee may continue to hold in the form in which received (or the form to which changed by reorganization, splitup, stock dividend, or other like occurrence) any securities or other property the trustee may at any time acquire under this trust, it being the settlor's express desire and intention that the trustee shall have full power to invest and reinvest the trust funds without being restricted to forms of investment that the trustee may otherwise be permitted to make by law; and the investments need not be diversified provided, however, that the aggregate return of all investments of the Survivor's Trust from time to time shall be reasonable in light of then existing circumstances.

Article Eleventh b. To continue to hold any property including the shares of stock of any trustee which is a bank or trust company (hereinafter referred to as the corporate trustee) and to continue and operate any private business owned or controlled by settlor or in which settlor owns a majority interest at the time of settlor's death, and to do any and all of the things deemed appropriate by trustee, including the right to incorporate the business and to put in additional capital, for such time as to it shall seem advisable, without liability for loss for the continuance of the business, and to close out and liquidate the business as and when it shall seem advisable and upon such terms as to it shall seem best. The trustee may retain, purchase or otherwise acquire underproductive or unproductive property provided, however, no unproductive or underproductive property shall constitute an asset of the Survivor's Trust for more than a reasonable time after the receipt of such property. With the consent of the Surviving Spouse, underproductive or unproductive property may constitute an asset of the Survivor's Trust.

Article Eleventh c. 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 powers 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 or sell stock subscription or conversion rights.



Lincoln County

Article Eleventh d. To hold securities or other property in one or more trustee's name(s) as trustee under this trust, or in the trustee's own name, or in the name of a nominee, or the trustee may hold securities unregistered in such condition that ownership will pass.

Article Eleventh e. To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair trust property.

Article Eleventh f. To lease trust property for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.

Article Eleventh g. To lend money to any person, including the probate estate of the settlor or any trust created by the settlor provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

Article Eleventh h. To purchase property at its fair market value as determined by the trustee in the trustee's discretion from the probate estate of the settlor or from any trust created by the settlor or between separate shares of this trust estate.

Article Eleventh i. 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.

Article Eleventh j. To release or to restrict the scope of any power that the trustee may hold in connection with the trust 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 powers to be released or restricted and the nature of the restriction.

Article Eleventh k. To take any action and to make any election, in the trustee's discretion, to minimize the tax liabilities of this trust and its beneficiaries, and it shall have the power to allocate the benefits among the various beneficiaries, and the independent 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 independent trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

Lincoln County

Article Eleventh l. To borrow money from any person, firm or corporation, including either settlor, on such terms and conditions as the trustee, in the trustee's discretion, considers advisable, and to encumber trust property by mortgage, deed of trust, pledge or otherwise for the debts of the trust or a co-owner of trust property.

Article Eleventh m. 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, arbitrate, or otherwise adjust claims or litigation against or in favor of the trust.

Article Eleventh n. To carry insurance of such kinds and in such amounts as the trustee deems advisable, at the expense of the trust, to protect the trust estate and the trustee personally against any hazard.

Article Eleventh o. To purchase bonds and to pay such premiums in connection with the purchase as the independent trustee in such trustee's discretion deems advisable, provided, however, that each premium shall be repaid periodically to principal out of the interest on the bond in such reasonable manner as the independent trustee shall determine and, to the extent necessary, out of the proceeds on the sale or other disposition of the bond.

The independent trustee shall not be required to repay any portion of the premiums on bonds purchased at not more than 103% of their par value.

Article Eleventh p. To purchase bonds at such discounts as the trustee in the trustee's discretion deems advisable provided, however, that each discount shall be accumulated periodically as interest in such reasonable manner as the independent trustee shall determine and, to the extent necessary, paid out of the proceeds on the sale or other disposition of the bond or out of principal.

The independent trustee shall not be required to accumulate discounts of bonds purchased at not less than 97% of their par value and any loss or gain on the sale or other disposition of the bonds shall fall on or inure to principal. Notwithstanding the foregoing, all discounts shall be accumulated during the Surviving Spouse's lifetime in respect to the Survivor's Trust.

Article Eleventh q. To purchase in its discretion at less than par obligations of the United States of America that are redeemable at par in payment of any Federal estate tax liability of the settlor in such amounts as the trustee deems advisable, and for that purpose the trustee may partition a portion of the community property of the trust estate and make such purchases from either or both portions. The trustee may exercise the trustee's discretion and purchase such obligations if the trustee has reason

Lincoln County

to believe that settlor is in substantial danger of death, and may borrow funds and give security for that purpose. The trustee shall not be liable to settlor, any heir of settlor, or any beneficiary of this trust for losses resulting from purchases made in good faith.

Notwithstanding anything in this instrument to the contrary, the trustee is directed to pay the Federal estate tax due on settlor's death in an amount not less than the par value plus accrued interest of such obligations, without apportionment or charge against any beneficiary of the trust estate or transferee of property passing outside of the trust estate.

The direction to use accrued interest on Treasury bonds for payment of death taxes shall not deprive the Surviving Spouse of any income to which the Spouse may be entitled pursuant to the provisions of the Survivor's Trust and such income shall be taken into consideration in determining the share of income to which the Surviving Spouse is entitled under the terms of such trust.

Article Eleventh r. 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 as the trustee deems appropriate (in its sole discretion) in carrying out the purposes of the trust involved. Any part or all of any distribution other wise required hereunder may be withheld by the trustee of the trust involved to whatever extent and for whatever period of time such trustee, in its discretion (and in the absence of satisfactory indemnification), deems necessary pending resolution of any conflicting claims, tax deficiencies or liabilities, contingent or otherwise, properly incurred in the administration of the trust which might affect such distribution. Except as specifically provided otherwise elsewhere herein: any allocation or distribution of a fractional share of the net assets of any trust hereunder which is required to be made by such trust need not be prorata nor include any particular asset from such trust's assets but rather may be composed of such assets and made subject to such liabilities (pre-existing or newly created), if any, prorata or not, as the trustee of such trust, in the exercise of its sole discretion, shall determine appropriate in carrying out what the trustee alone judges would be the settlors' original intent under the circumstances; provided only that, as of the effective date (or dates) of any such allocation or distribution, the net fair market value of the assets and liabilities comprising such allocation or distribution shall represent the proper fractional share of the then net fair market value of the whole which such allocation or distribution is to satisfy, and, for these purposes, (a) fair market values shall be determined in the same manner as such values are determined for federal estate tax purposes ignoring any potential income tax liabilities which may attach to certain properties, and (b) the trustee's reasonable determination of such

fair market values shall be binding upon all concerned. Any obligation to allocate or distribute a fractional share of the net assets of any trust hereunder as of any specified time may, in the sole discretion of the trustee, be satisfied in more than one allocation or distribution, in which case the fractional share of the diminished whole remaining to be satisfied after each partial allocation or distribution shall be recomputed based on fair market values (determined as provided above) as of the effective date of such partial allocation or distribution (unless the trustee elects to treat the then fair market value of such partial allocation or distribution as an advance, upon a subsequent partial or final allocation or distribution satisfying such fractional share).

Article Eleventh s. To employ any custodian, attorney, accountant, corporate fiduciary, or any other agent or agents to assist the trustee in the administration of this trust and to rely on the advice given by these agents. Reasonable compensation for all services performed by these agents shall be paid from the trust estate out of principal.

Article Eleventh t. To renew or extend the time of payment of any note or other obligation held in the trust estate, including accrued or future interest, in the discretion of the trustee.

Article Eleventh u. To abandon any property or interest in property belonging to the trust when, in the trustee's discretion, such abandonment is in the best interest of the trust and its beneficiaries.

Article Eleventh v. To obtain the shares of stock in any corporate trustee acting hereunder as a part of the corpus of the trust and to invest in any common trust fund now or hereafter established by such corporate trustee.

Article Eleventh w. (i) To register, or qualify for exemption from registration, shares of stock in any corporation with any agency of any government (including but not limited to the United States Securities and Exchange Commission); (ii) to participate in any such registration or exemption from registration; (iii) to apply for and secure approval of such agency for the sale of these shares; (iv) to sell these shares or participate in the public or private sale of these shares; (v) to enter into any agreement for the sale with any broker, investment banker, or underwriter; (vi) to incur and pay all expenses in connection with the registration, qualification, or sale; (vii) to execute any indemnification agreement or other instrument required to consummate the registration, underwriting, or sale; and (viii) to take all other actions necessary or appropriate to consummate the registration, qualification or sale.

Article Eleventh x. To consolidate, for purposes of administration and investment, the property of the several trusts

Lincoln County

hereby created and to allocate undivided interests in such consolidated fund to the several trusts, provided, however, that such consolidation shall not destroy the separate identity of such trusts.

Article Eleventh y. Notwithstanding anything herein provided to the contrary, if the trustee of any trust hereunder at any time or times holds, acquires, or wishes to acquire as an asset or as assets of such trust (which trust is hereafter in this paragraph referred to as a "beneficiary trust") any particular property or properties with respect to which any then acting trustee of such trust cannot or does not desire to hold or to accept legal title thereto, the title to such particular property or properties shall thereupon be transferred to and/or taken by an individual who is sui juris or a trust institution (or his, her, or its nominees), selected by the then acting trustee of such beneficiary trust, as the sole trustee of a separate and distinct trust hereunder which shall be known as a "secondary trust" the beneficiary of which shall be the said beneficiary trust, and, thereafter all such properties shall be held in such secondary trust for the sole benefit of said beneficiary trust. At convenient intervals, but at least quarterly, all of the net receipts of the secondary trust shall be distributed to the beneficiary trust until such time as the secondary trust no longer holds any property whatever and therefore terminates. The trustee of the beneficiary trust, in carrying out the dispositive provisions of such beneficiary trust as set forth herein, shall have the absolute authority to direct the trustee of the secondary trust regarding all aspects of the administration of such secondary trust. Such additional funds or properties as the trustee of the beneficiary trust deems to be necessary from time to time in the administration of a secondary trust may be transferred to the secondary trust by such trustee from the beneficiary trust. With respect to the properties of a secondary trust hereunder, its trustee and such trustee alone shall have all and singular the same powers, rights, privileges, elections, and discretions and shall be subject to all and singular the same duties, limitations, liabilities, and obligations as are conferred or imposed upon the trustee by this trust instrument. In the event of any vacancy in the office of trustee of a secondary trust, such vacancy shall be filled by an individual who is sui juris or a trust institution selected by the then trustee or trustees of its corresponding beneficiary trust.

Article Eleventh z. To delegate to any one or more of the trustees, or to others, any nondiscretionary power, including but not limited to the power, singly or with others, to sign checks, withdrawal slips, instructions for the receipt or delivery of securities or other property, and instructions for the payment or receipt of money, and the power, singly or with others, to have access to any safe deposit box or other place where property of any trust created pursuant to this Agreement is deposited.

Lincoln County

5. The successor trustees as provided in Article Fourteenth a. of the trust instrument are as hereinafter stated:

Article Fourteenth a. The trustee shall serve until removed by the settlor or pursuant to any other terms of this instrument.

6. The trusts created in this instrument may be referred to collectively as the JOE AND SARAH COHEN 1991 LIVING TRUST and each separate trust created in the trust instrument may be referred to by adding the name of the beneficiary.

EXECUTED at Las Vegas, Nevada, this 23 day of January, 1991.

FIRST INTERSTATE BANK OF NEVADA

By: [Signature]  
Trustee

We certify that we have read the foregoing certificate of trust and that it correctly states the terms and conditions under which the trust estate is to be held, managed, and disposed of by the trustee. We approve the certificate of trust in all particulars and request the trustee to execute it.

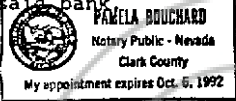
[Signature]  
JOE COHEN, Settlor

[Signature]  
SARAH COHEN, Settlor

Lincoln County

STATE OF NEVADA )  
 ) ss:  
COUNTY OF CLARK )

On this 23 day of January, 1991,  
personally appeared S. Baxter, Trust Financial Services, Inc. before  
me, a Notary Public, State of Nevada, the  
of FIRST INTERSTATE BANK OF NEVADA, a banking corporation, who  
acknowledged that she executed the above instrument on behalf  
of said bank.

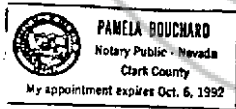


Pamela Bouchard  
Notary Public, State of Nevada

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

On this 23 day of January 1991, before me, a Notary  
Public in and for the State of Nevada, personally appeared JOE  
COHEN and SARAH COHEN, known to me to be the persons whose name are  
subscribed to the within instrument, and who acknowledged to me  
that they executed the above instrument freely and voluntarily and  
for the uses and purposes therein contained.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my  
official seal the day and year first above written.



Pamela Bouchard  
Notary Public

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FILED AND RECORDED AT REQUEST OF  
First Interstate Bank

April 2, 1993

T. 1 MINUTES EAST 1. 000. K  
P. 105 OFFICIAL  
RECORDS, PAGE 434 LINCOLN  
COUNTY, NEVADA.

Quirk Setzer