

CERTIFICATE OF TRUST

We, **PRESS W. DUFFIN, JR.**, and **KATHRYN W. DUFFIN**, Trustees of **THE DUFFIN FAMILY TRUST** and custodians of the original of said Trust agreement, do hereby certify that the following are the exact provisions of **THE DUFFIN FAMILY TRUST**, executed on the 27th day of February, 1995, which relate to the naming of the Settlers and Trustees, together with a provision for Successor Trustee or Trustees, a provision relating to the revocability of the Trust, and the particular provisions relating to the powers of the Trustee.

1. TRANSFER IN TRUST:

1.1 The Settlers hereby transfer to the Trustees all of the property listed in Exhibit "A" attached hereto and made a part hereof as though fully set forth herein.

1.2 The Settlers may from time to time add additional properties or policies of insurance to this trust by transferring such properties or assigning such policies to the Trustees or by causing the Trustees to be named as beneficiaries thereunder. In either case, such properties or policies of insurance and their proceeds shall be subject to the terms and conditions of this agreement.

1.3 The Trustees do not assume, and shall not be charged with, the responsibility of any liens or encumbrances on the trust estate or for the sufficiencies of the title to the trust property thereof.

1.4 The Settlers hereby expressly declare that all of the property listed on Schedule "A" is owned by them as community property, unless otherwise designated on Schedule "A". All future transfers of property to this trust shall be considered by the Trustees as community property, unless instructed to the contrary at the time of the transfer of such property to this trust.

2. RIGHTS RESERVED BY SETTLORS:

2.1 The Settlers, and the survivor of them, reserve, the following rights and powers to be exercised by them, without consent or participation of the Trustees or any beneficiary of this trust, including, without limiting the generality of, the following rights and powers:

2.1.1 The right to revoke this trust or, by

supplemental agreement, to modify the terms of this trust from time to time, without the consent of the Trustees or any beneficiary; provided, however, that the duties, powers and liabilities of the Trustees hereunder shall not subsequently be changed without their written consent. Except as hereinafter provided, such powers of revocation and modification are personal to the Settlor's and shall not be assignable nor accrue to any other person, nor shall they extend to their estates, nor to their legal representatives, nor to any beneficiary named herein, nor to any other person.

4. POWERS OF TRUSTEE:

4.1 In the administration of the trust created hereunder, the Trustees shall have such powers as are enumerated in NRS 163.265 to 163.410, inclusive, as they exist at the time of the execution of this trust agreement, and the powers enumerated therein are hereby referred to and incorporated herein by reference, and, in addition thereto, the Trustees are authorized to buy, sell and trade in securities of any nature, including short sales, or margin, and for such purpose may maintain and operate margin accounts with brokers and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustees.

4.2 Notwithstanding anything to the contrary herein provided, the Trustee(s) shall have the power to explore and implement planning strategies and options and to plan and accomplish asset preservation in the event a Settlor needs long term health and nursing care. Such planning shall include, but is not necessarily limited to, the power and authority to: (1) make home improvements and additions to the Settlor's family residence; (2) pay off, partly or in full, the encumbrance, if any, on the Settlor's family residence; (3) purchase a family residence, if the Settlor does not own one; (4) purchase a more expensive family residence; (5) transfer the family residence to the Settlor-spouse who does not need long term medical, health or nursing care; (6) divide community property assets equally between the Settlor's; or (7) make gifts of assets for estate planning purposes to the beneficiaries.

4.3 As long as Settlor's are also Co-Trustees, either of the Co-Trustees may act along with reference to any powers of the Trustee just as if he or she was the sole Trustee. Any person dealing with one of the Trustees shall not have the right to insist on the other Co-Trustee joining in on any transaction.

5. SUCCESSOR TRUSTEES:

5.1 Upon the resignation, death, incapacity or inability to act on the part of either of the original Trustees hereinabove named, the surviving Trustee shall become the sole

5.2 Upon the resignation, death, incapacity or inability to act on the part of the surviving original Trustee, then the Settlers' daughter, **MARY KATHRYN DUFFIN STASAK**, shall become Successor Trustee; and upon the resignation, death or inability to act on the part of **MARY KATHRYN DUFFIN STASAK**, then the Settlers friend and attorney, **RALPH L. DENTON**, shall become the Successor Trustee; and upon the resignation, death or inability to act on the part of **RALPH L. DENTON**, then the Settlers friend and attorney, **MARK R. DENTON** shall become such Successor Trustee.

5.3 The designation of the time or times that any Trustee hereunder shall become and be unable to act as Trustee shall be determined by the following persons: The physician then taking care of the disabled Trustee and the spouse of the disabled Trustee, if any, and if no spouse, then our friend and attorney **RALPH L. DENTON**, if he be then living, and if not, then our friend and attorney **MARK R. DENTON**.

IN WITNESS WHEREOF, we have hereunto set our hands and subscribed our names on this 1st day of March, 1995.

SETTLORS:

Press W. Duffin, Jr.
PRESS W. DUFFIN, JR.

Kathryn W. Duffin
KATHRYN W. DUFFIN

TRUSTEES:

Press W. Duffin, Jr.
PRESS W. DUFFIN, JR.

Kathryn W. Duffin
KATHRYN W. DUFFIN

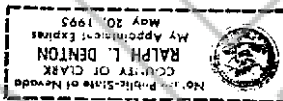
STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

On this 1st day of March, 1995, personally appeared before me, a Notary Public, **PRESS W. DUFFIN, JR.**, and **KATHRYN W. DUFFIN**, who

acknowledged to me that they executed the foregoing **CERTIFICATE OF TRUST**.

[Handwritten Signature]
NOTARY PUBLIC

When Recorded, Return to
DENTON & DENTON, LTD.
626 South Seventh Street
Las Vegas, Nevada 89101



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103129

FILED AND RECORDED AT REQUEST OF

Press Duffin

March 3, 1995

30 MINUTES PAST 12 O'CLOCK

P.M. IN BOOK 113 OFFICIAL

RECORDS, PAGE 404 LINCOLN

COUNTY, NEVADA

[Handwritten Signature]
COUNTY CLERK