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THE MILLER FAMILY TRUST
CERTIFICATE OF TRUSTEE'S POWER AND AUTHORITY
AND ABSTRACT OF TRUST

Effective Place of Execution: Lincoln County, Nevada

Effective Date of Original Abstract: June 8, 1997

Trustors:

Thomas J. Miller
Dorothy R. Miller
(Hereinafter referred to as *Trustor*)

Trustees:

Thomas J. Miller
Dorothy R. Miller
(Hereinafter referred to as *Trustee*)

The following provisions are found in that certain Trust Agreement named and described above, by and between the above-designated Trustors and Trustee, and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with Trustee or any successor Trustee. However, in the unlikely event there is a clerical error causing a discrepancy between the original Trust and this Certificate of Trustee's Power and Authority and Abstract of Trust, the original Trust Agreement will control the interpretation and administration of the Trust.



Trust Abstract

Page 1 Initials

J. Miller

1.1 Trust Property. Concurrently with the execution of this Trust, Trustor has conveyed and delivered to Trustee the property described in a Schedule of Trust Assets, and Trustee hereby acknowledges receipt of that property and agrees to hold and dispose of that property and all additions thereto and income therefrom IN TRUST upon the terms and conditions hereinafter set forth. Additional property from time to time may be transferred to Trustee with Trustee's consent by Trustor or by any other person, estate or trust. Any such additional property shall become a part of the Trust estate and shall be held, managed, invested and disposed of on the same terms and conditions as hereinafter provided.

1.2 Identification of Beneficiaries. The beneficiaries of this Trust, in order of priority, are:

a. Thomas J. Miller and Dorothy R. Miller, the Trustors, (hereinafter referred to as *Trustor Lifetime Beneficiaries*);

b. Beneficiaries other than the Trustors, (hereinafter referred to as *Primary Beneficiaries*), as follows:

Earl D. Miller
123 Grand Ave.
Delta, CO 81416 Per Capita

Richard W. Miller
4900 E. Bonanza Sp., # 8
Las Vegas, NV 89110 Per Capita

Margaret F. Loy
1032 E. 3rd St.
Delta, CO 81416 Per Capita

Mary A. Dixon
1408 S. Parkrose Ave.
Duarte, CA 91010 Per Capita

Rufus E. Miller
2230 P Rd.
Eckert, CO 81418 Per Capita

Juanita R. Thielo
9840 N. Sun Vista Pl.
Tucson, AZ 85741 Per Capita

Robert D. Miller
509 A St.
Delta, CO 81416 Per Capita

Triona Turk
470 Mountain Heights
Henderson, NV 89012 Per Capita

Matthew Randell
43 Ludgate Hill Rd.
Aldgate, S. Australia 5154 Per Capita

Zena Kauschki
5 Edgeworth St.
Prospect, S. Australia 5082

Per Capita

Lucy Fahey
37 Target Hill Rd.
Salisbury Heights, S. Australia 5109

Per Capita

And any child or children of Trustor born or legally adopted after the effective date of this Trust.

1.3 **Designation of Successor Trustees.** If the surviving Trustee dies or otherwise ceases to function as Trustee, the following shall serve as Co-Successor Trustees:

Juanita R. Thielo
9840 N. Sun Vista Pl.
Tucson, AZ 85741

Triona Turk
470 Mountain Heights
Henderson, NV 89012

1.4 **Acts of Trustees.** If there are two Trustees, both must consent and act to bind the Trust. If there are three or more Trustees, unanimous approval of the Trustees shall be necessary to constitute the act of the Trust.

Other provisions of this Trust notwithstanding, both Trustors expressly permit either Trustor to sign all documents transferring or otherwise dealing with separate property of that Trustor which has been transferred to the Trust. For the convenience of any person dealing with the Trust, Trustors or others transferring property into the Trust may designate the Trust as owner, with the words following *as the sole and separate property of* ___ (designating the name of the Trustor).

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1.10 **Place of Constructive Notice of Trust.** The parties to this Trust designate the County Recorder of Lincoln County, Nevada, as the location where title companies and others may check to ascertain if this Trust has been modified in any material respect. A signed Abstract of certain terms of this Trust shall be filed or recorded with that public office, if required by law, as notice of the existence of this Trust, its Trustor, Trustee, beneficiaries, Trustee powers and other relevant provisions. All parties dealing with this Trust may rely on the Abstract, Amended Abstract and other documents filed or recorded with that public office in ascertaining the status of this Trust and may assume, if there are no recordings to the contrary, that no material modifications have been made to the Trust since the last recording.

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J.F.M.

3.1 **Power in Trustors During Lifetimes of Both Trustors.** Subject to paragraph 3.3 (Irrevocability on Death of First Trustor Spouse), Trustors reserve the right at any time or times to amend or revoke this Declaration of Trust and the Trusts hereunder, in whole or in part, by an instrument in writing, signed by both Trustors and delivered in Trustors' lifetimes to Trustee; provided, however, that if there are Husband and Wife Trustors, no such alteration, amendment or revocation shall affect the character of any property held by the Trust, and the interest of the Husband and Wife in the various Trust assets, whether community, separate or otherwise, shall retain its character as such. Nothing herein shall be construed as a transfer of separate properties from Husband to Wife or from Wife to Husband, and in the event of any revocation or amendment, all property shall be reconveyed to the respective owners. If this Declaration of Trust is revoked in its entirety, the revocation shall take effect upon the delivery of the required writing to Trustee. On the revocation of this Declaration of Trust in its entirety, Trustee shall deliver to Trustors, or as Trustors may direct in the instrument of revocation, all the Trust estate.

3.3 **Irrevocability on Death of First Trustor Spouse.** From and after the deceased spouse's death, the surviving spouse may amend, revoke, or terminate the survivor's trust, but the bypass trust (if any), and the marital trust (if any) may not be amended, revoked, or terminated. After the surviving spouse's death, none of the trusts may be amended, revoked, or terminated. On revocation of the survivor's trust, all its assets shall be delivered to the surviving spouse.

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4.2 **Trustee Powers.** In the investment, administration and distribution of the Trust estate and the several shares thereof, the Trustee (subject only to the duty to apply the proceeds and avails of the Trust estate to the purposes herein specified) may perform every act in the management of the Trust property which individuals may perform in the management of like property owned by them free of trust. Trustee may exercise every power with respect to each item of property in the Trust estate, real or personal, which individual owners of like property may exercise, including, by way of illustration but not by way of limitation, the following powers:

4.2.a **To Acquire Stock Rights.** To acquire stock and securities of Trustee by the exercise of rights issued in connection with the stock of Trustee comprising a portion of the Trust estate; to vote in person or by general or limited proxy with respect to any shares of stock or securities held by Trustee; to consent, directly or through a committee or other agent to the reorganization, consolidation, merger, dissolution or liquidation of any corporation in which the Trust estate may have any interest; to consent to the sale, lease, pledge or mortgage of any property by or to any such corporation; and to make any payments and take any steps which Trustee deems necessary or proper to enable Trustee to obtain the benefit of such transaction.

4.2.b **To Add Net Income to Principal.** To add to principal that portion of the net income of this Trust in excess of net income distributed to beneficiaries and reinvest such amounts at the end of the taxable year of this Trust.

4.2.c **To Appoint Ancillary Trustee.** To appoint an individual or another corporation as Trustee if the Trustee is unable to act with respect to real and tangible personal property not located in the state of the Trust's situs. The appointed Trustee (1) shall have all the powers of the appointing Trustee, to be exercised, however, only with the approval of the appointing Trustee, (2) shall not, unless required by law, make periodic judicial accountings, but shall furnish the appointing Trustee with semi-annual statements, and (3) may delegate any or all Trust powers. The appointing Trustee is to require any Trustee so appointed to remit to the appointing

Trustee the income and net proceeds of any sale of any property. The appointing Trustee may remove any Trustee appointed pursuant to this paragraph at any time and to appoint another, including the appointing Trustee.

4.2.d To Apportion Principal and Income. To determine what is principal and what is income and to allocate receipts and expenses between them as Trustee shall in good faith determine to be in accordance with the law; provided, however, that notwithstanding any such laws, all dividends payable in shares of a corporation other than the declaring corporation and all capital gains distributions of any Trust investment shall be apportioned to the principal.

4.2.e To Borrow. To borrow money for any purpose connected with the protection, preservation or improvement of the Trust estate whenever in Trustee's judgment this action is deemed advisable, and as security for same to mortgage or pledge any real estate or personal property forming a part of the Trust estate upon such terms and conditions as Trustee deems advisable. Money may be borrowed from the banking department of a corporate Trustee.

4.2.f To Buy on Margin. To buy, sell and hypothecate securities on margin; to buy, sell and write *put and call* options; and to transact all types of securities transactions with a brokerage firm that are allowed under SEC regulations.

4.2.g To Commence or Defend Litigation. To commence or defend such litigation with respect to the Trust or any property of the Trust as Trustee deems advisable, at the expense of the Trust; and to compromise, abandon, or otherwise adjust any claims or litigation against or in favor of the Trust.

4.2.h To Deal Between. To sell or purchase assets from any trust or estate in which the beneficiary of the Trust established by Trustor may be interested, including sales by the Trust hereby established to any other of the Trusts hereby established; to deal in every way and without limitation or restriction with the Personal Representative, Trustee or other representative of any trust or estate in which any beneficiary hereunder has any existing or future interest, even though Trustee is acting in such other capacity, without liability for loss or depreciation resulting from such transactions; and to purchase from, sell to, or otherwise deal with any corporation, partnership or association with which any Trust may be affiliated, or in which any Trust may in any other way be interested, as freely as Trustee might or could deal with an independent third party without any greater responsibility, all rules or provisions of law to the contrary being hereby expressly waived.

4.2.i To Delegate Powers. To delegate powers, discretionary or otherwise, for any purpose to one or more nominees or proxies with or without power of substitution; and to make assignments to and deposits with committees, Trustees, agents, depositories and other representatives.

4.2.j To Designate Signator on Bank Accounts. To have the power to designate, as signator or joint signator on any Trust bank account, any person Trustee desires to designate. This person shall act as agent for Trustee and may sign on the bank account, deposit funds in the bank account or otherwise deal with the bank account.

4.2.k To Determine Value. To determine the market value of any investment of the Trust estate for any purpose on the basis of such quotations or information as Trustee may deem pertinent and reliable without any limitation whatsoever.

4.2.l To Develop. To develop, improve, lease, partition, abandon, subdivide, dedicate as parks, streets and alleys, and grant easements and rights-of-way with respect to any real

property or improvements thereon; and to improve, construct, repair, alter, reconstruct, or demolish any such improvements.

4.2.m To Dissolve Corporations. To enter into an agreement to dissolve a corporation in which stock is owned by the Trust, when, in Trustee's opinion, such action is in the best interest of the Trust estate.

4.2.n To Employ Agents. To employ agents, experts and advisors, even if they are employed by Trustee or any beneficiary of the Trust estate; and to make reasonable and proper payments to such agents, experts or advisors for services rendered.

4.2.o To Establish Reserves. To set aside from rents, profits or other income received, reserves for taxes, assessments, insurance premiums, mortgage payments, debt payments, repairs, improvements, depreciation, obsolescence and general maintenance of buildings and other property, and for the equalization of payments to or for beneficiaries entitled to receive income, as Trustee deems advisable.

4.2.p To Exploit Oil, Gas and Other Mineral Interests. To drill, mine and otherwise operate for the development of oil, gas and other mineral interests; to enter into contracts relating to the installation and operation of absorption and repressuring plants; to enter into unitization or pooling agreements for any purpose including primary or secondary recovery; to place and maintain pipelines and telephone and telegraph lines; to execute oil, gas and mineral leases, division and transfer orders, grants and other instruments; and to perform such other acts as Trustee deems appropriate, using such methods as are commonly employed by owners of such interests in the community in which the interests are located.

4.2.q To Guarantee Debts. To sign guarantees of loans and co-sign or endorse any type of loan document and thus obligate the Trust estate for and on behalf of any individual, partnership, corporation, Trust, or other type of participating interest with which the Trust is involved in some type of business relationship; and to guarantee an indebtedness, co-sign or endorse an indebtedness for and on behalf of one of the named beneficiaries of the Trust as Trustee deems advisable. This power supplements the power of Trustee to borrow.

4.2.r To Have Rights. To have all the rights, powers and privileges of an owner, including the power to give proxies, pay assessments, abandon stock; to expend any sums deemed by Trustee to be necessary for the protection of the Trust estate; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations; and to participate in and deposit securities with any creditors, bondholders, stockholders or other protective committees.

4.2.s To Hold Partnership Interests. To act as a general partner or as a limited partner in any general or limited partnership in the same manner that an individual could act in such capacity.

4.2.t To Hold Property. To hold, without liability for loss or depreciation resulting from such retention, any original property, real or personal, received by Trustee from Trustor, including stock and securities of Trustee, for such time as Trustee shall deem advisable. Even though such property may not be of the character prescribed by law or by the terms of this Trust Agreement for investment by the Trust and represents a large percentage or all of the Trust estate, such original property may be held as a permanent investment.

4.2.u To Invest. To invest the Trust estate, both principal and income, in any property or undivided interests therein, wherever located, without being limited by any statute or rule of law concerning investments of Trustees; to hold on deposit or to deposit any funds in banks,

[Handwritten Signature]

including Trustee bank, in any form of account whether or not interest-bearing; to cause any of the investments which may be delivered to or acquired by Trustee to be registered in Trustee's name or in the name of a nominee; and to retain any investment received in exchange in any reorganization or recapitalization.

4.2.v **To Make Distribution.** To make any distribution or division of the Trust estate in cash or in kind, or both; to allot different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries; and to continue to exercise any powers and discretions herein given for a reasonable period after the termination of the Trust, but only for so long as no rule of law relating to perpetuities would be violated.

4.2.w **To Make Loans.** To make loans to any person, including any beneficiary, at a reasonable interest rate and with adequate security.

4.2.x **To Operate Business.** To operate and manage, at the sole risk of the Trust estate and not at the risk of Trustee, any business received in trust, as long as Trustee deems advisable; to incorporate any unincorporated business received hereunder; and to accept beneficial employment with or from any business in which the Trust estate may be interested, whether by way of stock ownership or otherwise, even though the interests of the Trust estate in the business shall constitute a majority interest therein or the complete ownership thereof, and receive appropriate compensation from such business for such employment.

4.2.y **To Pay Costs.** To pay all costs, charges and expenses of the Trust estate and pay or compromise all taxes pertaining to the administration of the Trust estate which may be assessed against it or against Trustee on account of the Trust estate or the income thereof, together with a reasonable compensation to Trustee for Trustee's services hereunder, including services in the matter of whole or partial distribution of the Trust estate.

4.2.z **To Purchase Insurance.** To insure the Trust estate against such risks and for such amounts and upon such terms as Trustee deems necessary; to purchase policies of insurance on the life of any beneficiary of this Trust, or on the life of any other person in whom this Trust may have an insurable interest; to continue in effect or to terminate any life insurance policy which may be owned or held by this Trust; to pay (from income or principal) any premiums or other charges; and to exercise any and all rights or incidents of ownership in connection therewith.

4.2.aa **To Purchase Special Properties.** To purchase or otherwise acquire, and to retain, whether originally a part of the Trust estate or subsequently acquired, any and all stocks, bonds, notes or other securities, including interests in investment trusts and common trust funds or any variety of real or personal property, as Trustee may deem advisable, whether or not such investments be of the character permissible for investments by fiduciaries, or be unsecured, unproductive, underproductive, overproductive, or of a wasting nature. Investments need not be diversified and shall be made or retained with a view to a possible increase in value. Trustee may at any time render liquid the Trust estate, in whole or in part, and hold cash or readily marketable securities with little or no yield for such period as Trustee may deem advisable.

4.2.bb **To Receive Additional Assets.** To receive additions to any Trusts established under this Trust Agreement from any source, and to administer such additions according to the terms of this Trust Agreement.

4.2.cc **To Sell and Lease.** To sell, lease, pledge, mortgage, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, any and all property at any time forming a part of the Trust estate, in such manner, at such time or times, for such purposes and for such prices and upon such terms, credits and conditions as Trustee deems advisable. Any lease may

be made for such period of time and upon such terms and conditions as Trustee may deem proper and may extend beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of the Trust without the approval of any court.

4.2.dd To Settle. To complete, extend, modify or renew any loan, note, bond, mortgage, contract or any other obligation under which the Trust estate may be a party or obligated or which may be a lien or charge against any property of the Trust estate, even though the Trust estate may not be liable thereon, in such manner as Trustee deems advisable; to pay, compromise, compound, adjust, submit to arbitration, sell or release any claim or demand of the Trust estate against others or of others against the Trust estate as Trustee deems advisable, and to make any payments in connection therewith which Trustee deems advisable.

4.2.ee To Transfer Situs. To transfer the situs of the Trust estate to some other location.

4.2.ff To Make Payments to Legally Incapacitated Persons. If at any time any trust beneficiary is a minor, or it appears to the trustee that any trust beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then the trustee, in lieu of making direct payments to the trust beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Acts or Uniform Transfers to Minors Act of any state; to one or more suitable persons as the trustee deems proper, such as a relative of or a person residing with the beneficiary, to be used for the beneficiary's benefit; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the trustee for all purposes.

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4.6 Authority. No person dealing with Trustee shall be obliged to inquire as to Trustee's powers or to see to the application of any money or property delivered to Trustee. Trustee shall not be required to obtain authority or approval of any court in the exercise of any power conferred hereunder. Trustee shall not be required to make any current reports or accountings to any court nor to furnish a bond for the proper performance of Trustee's duties hereunder. Trustee may execute and deliver any and all instruments in writing which Trustee deems advisable to carry out any of the foregoing powers. No party to any such instrument in writing signed by Trustee shall be obliged to inquire into its validity, or be bound to see to the application by Trustee of any money or other property paid or delivered to Trustee pursuant to the terms of any such instrument.

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6.20 Trustee. References in this Trust to *Trustee* shall be deemed to include not only the original Trustee or Co-Trustees but also any additional or Successor Trustee or Co-Trustee.

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8.4 Distributions. All distributions of income or principal shall be made to the respective beneficiaries in person or may at their direction be deposited in any bank to the credit of such beneficiary in any account carried in the beneficiary's name or jointly with another or others. Distributions to a minor or an incompetent beneficiary may nevertheless be made by Trustee for the benefit of such beneficiary in such of the following ways as in Trustee's opinion will be most desirable:

8.4.a directly to such beneficiary;

- 8.4.b to such beneficiary's legal representative;
- 8.4.c to some near relative or friend of such beneficiary; or
- 8.4.d by Trustee making such payments directly for the benefit of such beneficiary.

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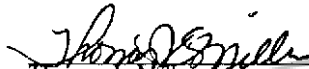
10.4 One Trustee Authority to Sign Insurance Applications and Tax Documents. If any insurance is purchased by the Trustees of this Trust, any one of them may sign life, property and casualty or other insurance applications and paperwork necessary to purchase and process the policies. The reason for this special authority to any one of the Trustees is that sometimes speed is necessary in obtaining insurance coverages and damages may be caused to the Trust by the unnecessary delays of finding a Trustee. Any Trustee may sign tax applications, returns and other tax and governmental forms and paperwork that may be required from time to time.

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In confirmation and affirmation of the foregoing, the undersigned Trustors and Trustees hereby state that the assertion by any Trustee hereinabove designated that (a) he or she is acting alone or with another as a qualified Trustee, or (b) he or she is acting with full delegated powers from a Co-Trustee, shall be sufficient on its face, and no person shall be put to further inquiry into the right of such Trustee to so act.


Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certificate and Abstract.

IN WITNESS WHEREOF, the parties execute this Trust intending that it be effective on the Effective Date and at the Effective Place of Execution.


Thomas J. Miller
(Trustor)


Thomas J. Miller
(Trustee)


Dorothy R. Miller
(Trustor)

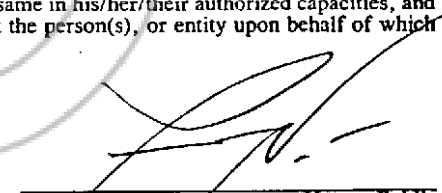

Dorothy R. Miller
(Trustee)

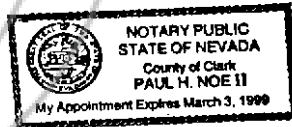
State of Nevada)
County of Lincoln)

On, Sept. 19, 1997, before me, personally appeared Thomas J. Miller and Dorothy R. Miller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

3-3-99
Notary Expiration Date


Notary Public



COPY

NO. 110172

FILED AND RECORDED AT REQUEST OF

Dorothy Miller

Nov. 25, 1997

AT 5 MINUTES PAST 12 O'CLOCK

P.M. IN BOOK 131 OF OFFICIAL

RECORDS PAGE 499 LINCOLN

COUNTY, NEVADA.

James A. Setzer
COUNTY RECORDER