

CERTIFICATE OF TRUST CHAMBERLAIN TRUST

.....

Contemporaneously with the execution of this document, the undersigned, ALAN KERBY CHAMBERLAIN and YVONNE CHAMBERLAIN, executed that certain document entitled the "CHAMBERLAIN TRUST", which provides in pertinent parts as follows:

(1) GRANTORS - The Grantors under the terms of said Trust are ALAN KERBY CHAMBERLAIN and YVONNE CHAMBERLAIN.

(2) TRUSTEES - The Co-Trustees under said Trust are ALAN KERBY CHAMBERLAIN and YVONNE CHAMBERLAIN.

(3) SUCCESSOR TRUSTEE -

(A) Upon the death, incapacity, resignation or discharge of either Grantor as Trustee, the Surviving Grantor shall be the Successor Trustee of the Trusts and sub-trusts created hereunder.

(B) Upon the death, incapacity, resignation or discharge of the Surviving Grantor as Successor Trustee, Grantors' friend, HAROLD JACOBSEN, shall be the Successor Trustee. Upon the death, incapacity, resignation or discharge of HAROLD JACOBSEN as Successor Trustee, RICK D. ROSKELLEY, Esq., shall be the Successor Trustee. Upon the death, incapacity, resignation or discharge of RICK D. ROSKELLEY, Esq., as Trustee, then GREG DUNN, CPA, shall be the Successor Trustee with the power to appoint a Successor Trustee upon his death, incapacity, resignation or discharge.

(4) REVOCABILITY - The Trust Agreement is revocable and the Grantors reserve the right to alter, amend, revoke or terminate the Trust, in whole or in part, during Grantors' joint lifetimes. After the death of the first Grantor to die, "CHAMBERLAIN TRUST" created thereunder, shall become irrevocable. Upon the revocation of the Trust, the Grantors shall record a Certificate of Trust Revocation in the Office of the County Recorder where the Trust has its situs and in each county in which the Trust may own real property.

(5) TRUSTEE DELEGATION OF AUTHORITY - Any Co-Trustee of the trust, with the consent of any other Co-Trustee may delegate at any time or from time to time any or all of his, her or its rights, powers, duties and authority, whether or not discretionary, to such other Co-Trustee by an instrument in writing signed by such delegating Trustee and delivered personally or sent by Certified Mail to the other Trustee, provided, however, that any such delegating instrument shall be revocable at any time by a similarly delivered or sent signed instrument and, provided further, that any right, power, duty or authority which is expressly conferred upon only one Trustee or from the exercise of which one Trustee is expressly excluded shall not be thus delegated. Furthermore, if one Co-Trustee of a trust hereunder gives notice to the other Co-Trustee of such trust of any action which such Trustee proposes be taken, the failure of such Trustee to receive (at such Trustee's then address of record) any written objection to such proposal from such other

Trustee within ten days after the date of such notice shall constitute the formal approval of such other Trustee (unless such other Trustee has previously given notice [as of such time, unrevoked] to such Co-Trustee that this ten day provision shall be inoperative).

(6) AUTHORIZATION OF ACTION BY FEWER THAN ALL TRUSTEES - During both of the Grantors' lifetimes, either Grantor-Trustee, acting alone, may exercise to any extent as the Grantor-Trustee, in the Grantor-Trustee's sole discretion, may determine to be in the best interests of this trust, any one or more of the powers granted to the Trustees within this Trust Agreement, and no person dealing with a Grantor-Trustee hereunder shall be under any duty of any kind to obtain the consent or signature of any other then acting Trustee hereunder with respect to such dealings (and each other then acting Trustee shall be exonerated from any and all liability with respect to such action or actions by the other Trustee).

(7) POWERS OF THE TRUSTEE - The Trustee (including any Successor Trustee) shall have the continuing, absolute, discretionary power to deal with any property, real or personal, held in the Trust. Such power may be exercised independently and without the prior or subsequent approval of any court of judicial authority, and no person dealing with such Trustee shall be required to inquire into the propriety of any of the actions of such Trustee. The Trustee shall not be limited to the type and character of investments in which the Trustee may invest the funds of this Trust, so long as the trustee uses reasonable prudence and judgment in the selection of investments. The Trustee shall have the following general powers, in addition to, and not by way of limitation of, the powers provided by law:

(A) To hold and retain, without liability for such retention and without regard to diversification, any and all property (including stock of the Trustee) coming into the Trustee's possession hereunder, whether or not of the character permitted by law for the investment of trust funds (including, but not by way of limitation, assets which yield a high income or no current income, leverage type securities, security options, puts and calls, participation in limited partnerships, tax shelters, etc.) and to operate any property or business received in trust for so long as the Trustee may deem advisable;

(B) To have all the rights, powers and privileges of an owner with respect to securities held in trust, including, but not limited to, the powers to vote, and to give proxies to vote, any securities (including stock of the Trustee) having voting rights, to pay any assessment levied upon stock and to exercise any right or option of subscription, conversion or otherwise which may at any time attach, belong or be given to the holders of any stocks, bonds, securities or other instruments in the nature thereof forming part of the trust estate;

(C) To open checking and/or savings accounts and/or rent safe deposit boxes with any institution(s) empowered to accept the same, including any which may be a Trustee hereunder, and/or open cash and margin accounts with any brokerage firm(s);

(D) To join in any plan of lease, mortgage, consolidation, combination, reorganization, dissolution, foreclosure, change of capitalization or other change of structure of any corporation, trust or organization, or the property or assets thereof; to deposit bonds, stocks, or other securities held by the Trustee with any protective or similar committee, and to take and hold any securities issued in connection therewith and to pay any assessments thereunder;

(E) To enforce any mortgage or deed of trust or pledge held hereunder and to purchase at any sale thereunder any property subject thereto;

(F) To purchase at its fair market value as determined by the Trustee, in the Trustee's discretion, securities or other property from and to make loans and advancements to the executor or other representative of the estate of a Grantor;

(G) To manage, control, sell at public or private sale for cash or on credit, either with or without notice, to convey, exchange, partition, divide, subdivide, mortgage, pledge, improve and repair; to grant options; to lease for terms within or extending beyond the duration of any trust, for any purposes, including exploration for and removal of gas or oil, and to enter into any covenants or agreements relating to property so leased or any improvements which may then or thereafter be erected thereon;

(H) To compromise, submit to arbitration, release with or without consideration or otherwise adjust claims in favor of or against any trust; to institute, compromise, and defend actions and proceedings;

(I) To purchase and carry insurance, including life insurance, of such kinds and in such amounts as the Trustee may deem advisable as an expense of the trust; to pay premiums and other assessments on any insurance contract which may at any time be held hereunder;

(J) To invest and reinvest any property held hereunder, including accumulated income, in such amounts and in such property, real or personal, including but not by way of limitation, any common trust fund maintained by any bank licensed to do business in any state of the United States, as the Trustee shall deem fit and proper, without being restricted by any statutory limitations on investments by Trustee now in effect or subsequently imposed;

(K) To borrow money from any person, firm or corporation, including the Trustee hereunder, for any trust purpose, upon such terms and conditions as the Trustee may deem proper, and to obligate the trust for repayment; to encumber any of the trust property by mortgage, deed of trust, pledge or otherwise;

(L) To hold any property in the Trustee's name as Trustee, or in the Trustee's own name, or in the name of the Trustee's nominee, or unregistered in such condition that title shall pass by delivery;

(M) Upon any division or partial or final distribution of any trust hereunder, to partition or distribute the same in kind or in money or partly in each, at values determined by it, unless otherwise herein specifically directed, and in any case in which division or partition of property into shares or parts is required, to allot specific securities or other property, real or personal, or an undivided interest therein, to any such share or part, and to sell such property as the Trustee shall deem advisable to make such distribution or division;

(N) To employ counsel and corporate or other agents and to pay them a reasonable compensation; to act on advise of counsel and incur no liability for any action taken or refrained from pursuant to such advice;

(O) To retain or acquire property without regard to diversification and without risk of loss for not diversifying;

(P) To exercise or not exercise or otherwise deal with any and all options of any kind;

(Q) To consolidate, for purposes of administration and investment, the property of the several trusts hereby created and to allocate undivided interests in such consolidated funds to the several trusts, provided, however, that such consolidation shall not destroy the separate identity of such trusts;

(R) To do all such acts, take all such proceedings and exercise all such rights and privileges, although neither specifically hereinabove mentioned or conferred upon the Trustee by law, with relation to such property as if the absolute owner thereof and in connection therewith to enter into any covenants or agreements binding the trust estate;

(S) To act hereunder through an agent or attorney-in-fact, by and under power of attorney duly executed by the Trustee, in carrying out any of the powers and duties herein authorized;

(T) To engage in business with the property of the trust as sole proprietor, or as a general or limited partner, with all of the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as a tenant in partnership;

(U) To release or to restrict the scope of any power that the Trustee may hold in connection with the Trust Agreement, 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 power or powers to be released or restricted and the nature of the restriction;

(V) To incorporate a part or all of a business with the property of the trust, with whatever capital structure the Trustee may deem appropriate, alone or with others, in any jurisdiction, and conduct the business on such terms and conditions as may be appropriate;

(W) After the death of one of the Grantors, to sell on behalf of the Surviving Grantor's Trust and to purchase on behalf of the Unified Credit equivalent Trust at its then fair market value any property which becomes an asset of the Surviving Grantor's Trust. Said purchase can be made under a 'private' or 'noncommercial' annuity arrangement, but upon the terms and conditions which a life insurance company selling annuities would enter into, except that the Surviving Grantor's Trust would be transferring property rather than cash as the purchase price of the private or noncommercial annuity;

(X) To make loans with adequate interest and with adequate security, unless the loan is made to one to whom the Trustee has discretion to distribute the income or principal of each trust, in which case the loan may be made without adequate interest or adequate security, provided, however, that such power or discretion shall not be exercisable on behalf of a donee if the exercise of such power would result in the income of the trust(s), in whole or in part, being attributable to a Grantor or the Trustees for federal income tax purposes (to the extent that it would otherwise not be attributable but for this power), or would result in the value of the trust property being includable in a Grantor's gross estate for federal estate tax purposes, or would result in a Grantor being deemed to have made a gift, in whole or in part, for federal gift tax purposes;

(Y) The Trustee may freely act under all or any of the powers herein granted to the Trustee in all matters concerning the trust estate, after forming the Trustee's judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the trust and the beneficiaries hereunder, without the necessity of obtaining the consent or approval of any court, and notwithstanding that the Trustee may be acting in the Trustee's individual capacity, or as trustees of other trusts, or as an agent for other persons or interested in connection with the same matters as an agent, shareholder, director, or otherwise, provided, however, that the Trustee shall exercise such powers at all times in a fiduciary capacity primarily in the interests of the beneficiaries hereunder;

(Z) The powers herein granted to the Trustee may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law, and shall include all powers necessary to carry the same into effect;

(AA) The Trustee shall not be responsible or liable in any way for any action taken with respect to any investment of the trust estate, or for any loss or depreciation resulting from the purchase, retention, sale, exchange, lease, or alteration of any investment, or from any want of diversification of investments of the trust estate, and shall have no duty to advise anyone with respect to the desirability of any such action. Further, the Trustee shall not be liable for any mistake or error of judgment in the administration of the trust property resulting in a loss to the trust by reason of investments or otherwise save only for willful misconduct or fraud;

(BB) The Trustee is authorized to pay, sell and trade in securities of whatsoever nature, including short sales, on margin or otherwise, and for such purposes may maintain and operate a margin account with any broker and may pledge any securities held or purchased by the Trustee with such broker as security for loans and/or advances made to the Trustee. In connection with the foregoing, the Trustee is authorized to hold stocks, bonds or other securities in the name of a nominee or in other form without disclosure of the trust so that title to the property may pass by delivery;

(CC) To exercise all tax related elections, choices, etc. which they may have, including the disclaimer of benefits receivable by such trust in any manner permitted by law or by a 'transfer' meeting the requirements of Sec. 2518(c)(3) of the Internal Revenue Code;

(DD) To hold, retain, purchase or sell legal life estates, interests for a term of years, remainder interests, etc., whether or not they yield a reasonable rate of return or no current return, whether or not they result in the preservation of principal, and whether or not the same may be regarded by any statute, rule of law or otherwise as being proper for Trustee. Such investments may be purchased from or made in conjunction with any persons notwithstanding that any such person may control such investment and/or may be, directly or indirectly, a beneficiary or a fiduciary hereunder. This power shall not apply to transactions with any trust hereunder without the written consent of the adult beneficiaries to whom the Trustee is authorized or directed to pay net income of the trust or trusts at the time of such transaction(s). During a period when no such person is living (and competent), no such consent shall be required. Consent shall not be required for the retention of an investment. The individual or individuals whose consent is required with respect to the above transactions shall not have responsibility to any beneficiary or beneficiaries in connection with giving or withholding such consent. The purchase or sales price for any transactions hereunder may, but need not, be determined under the Treasury Department valuation tables contained in Treasury Department Regulation Sec. 25.2512-9 as amended, or any successor regulation or tables;

(EE) To pay all expenses incurred in the administration of the trust, including reasonable compensation to any trustee, and to employ or appoint and pay reasonable compensation to accountants, depositories, investment counsel, attorneys, attorneys-in-fact, and agents (with or without discretionary powers)

(FF) To deal with matters involving the actual or threatened contamination of trust property (including interests in sole proprietorships, partnerships or corporations and any assets owned by such business entities) by hazardous substances, or involving compliance with environmental laws. In particular, the Trustee is empowered:

1. To inspect and monitor any such property periodically, as they deem necessary, to determine compliance with any environmental law affecting such property;

2. To respond (or take any other action necessary to prevent, abate or "clean up") as they shall deem necessary, prior to or after the initiation of enforcement action by any governmental body, to any actual or threatened violation of any environmental law affecting any of such property and to any potential contamination of trust property, whether or not required by law;

3. To refuse to accept property as a trust asset if they determine that such property is contaminated by any hazardous substance or that such property is being used or has been used for any activities directly or indirectly involving hazardous substances which could result in liability to the trust or otherwise impair the value of trust assets, to require as a prerequisite to accepting property as a trust asset that the donor warrant that such property has not been contaminated by any hazardous substance and is not and has not been used for any activities directly or indirectly involving hazardous substances which could result in liability to the trust or otherwise impair the value of trust assets, and to refuse to accept such property as a trust asset until receiving from the donor an indemnification agreement in which the donor agrees to indemnify the trustee against any claims filed against the Trustee as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder, or any other environmental law;

4. To settle or compromise at any time any claim against this trust related to any such matter asserted by any governmental body or private party;

5. To disclaim any power which they determine may cause them to incur personal liability as a result of such matters, whether such power is set forth in this document, incorporated by reference herein, or granted or implied by any statute or rule of law;

6. To decline to serve as Trustee or, having undertaken to serve, resign at any time they believe there is or may be a conflict between them in their fiduciary capacity and in their individual capacity because of potential claims or liabilities which might be asserted against this trust because of the type or condition of trust assets;

7. To carry at the expense of the trust estate insurance of such kinds and in such amounts as the trustee deems advisable to protect the trust assets and the trustee against any claims filed against the trust or against the trustee personally under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder, or any other environmental law; and

8. To waive or forbear to sue on any default in the performance of any covenant or condition of or payment due under any mortgage, deed of trust, or lease or in the performance of any guarantee or to enforce any such default in such manner and to such extent as the trustee determines to be advisable; to exercise and enforce and to forbear to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies, including foreclosure, in respect of any mortgage, deed of trust, lease or guarantee held hereunder, and at any foreclosure to purchase the real property covered by any mortgage or deed of trust; and to retain any real property received on any foreclosure.

All expenses and costs incurred by the Trustee pursuant to the authority granted under this subparagraph shall be charged against income or principal as the Trustee shall determine, but not in any manner that would deny to the Surviving Grantor the net income of the trust to which the Surviving Grantor must be entitled in order for that trust to qualify for the federal estate tax marital deduction. When

used in this document the term "hazardous substance(s)" shall mean any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law(s), rule(s) or regulation(s) relating to the protection of the environment or human health ("environmental law(s)");

(GG) In addition to the trustee's rights herein enumerated, and not by way of limitation, the Trustee has the exclusive right to invest all or any part of the trust estate in gaming stock, although it would not otherwise be authorized or prudent to do so;

The foregoing powers, as well as those now or hereafter conferred by law upon trustees generally, may be exercised by the Trustee in such manner as the Trustee, in the Trustee's sole judgment and discretion, deem appropriate, in a general sense, to carry out the trust purposes under all of the then circumstances (insofar as they can be reasonably ascertained by the Trustee), all without obtaining authority therefor from any court. No person dealing with the Trustee shall be required to see to the application or disposition of cash or property transferred to or upon the order of the Trustee or inquire into the authority, validity, or propriety or any action of the Trustee.

(8) TRANSITION ON CHANGE IN TRUSTEE(S)

(A) An outgoing Trustee, upon death or the effective date of removal, resignation or incapacity, shall cease to have any powers or discretions hereunder. At the earliest possible date after a Trustee ceases for any reason to be a Trustee hereunder, there shall be delivered to such Trustee's successor or to another then acting Trustee hereunder all of the trust assets which were in the possession of such Trustee, and there shall be made available to each successor Trustee a complete financial record and inventory of assets of the trust affected thereby. With respect to any properties thus transferred by the outgoing Trustee, or by such Trustee's representative, such Trustee shall stand and be discharged of all future duties and obligations.

(B) Each successor Trustee, upon assumption of such trusteeship, shall have the same powers, rights, discretions, duties and obligations as the predecessor Trustee. The assumption of trusteeship by a successor Trustee shall not be effective until such successor Trustee executes a written acceptance of such trusteeship showing the authority for such succession and recorded in the County in the situs of the Trust (a copy of which shall promptly be delivered personally or sent by Certified Mail to the outgoing Trustee or to such Trustee's legal representative).

(9) CERTIFICATE OF INCUMBENCY

Each successor Trustee, or surviving Co-Trustee, as the case may be, is empowered to act as Trustee upon executing (and, if appropriate, filing with the Recorder of each County in which Trust Real Property is located), a Certificate of Incumbency, to which shall be attached one of the following:

(A) A certified copy of the death certificate of a predecessor trustee; or

(B) The written resignation of a predecessor Trustee; or

(C) A certificate in writing by two (2) licensed physicians declaring that the predecessor Trustee has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared him or her incompetent, mentally ill, or in need of a guardian.

In addition, said Certificate shall contain a statement that a person or entity filing the Certificate is the designated succeeding fiduciary named in the Declaration of Trust and that the trusteeship is being accepted by said designated fiduciary.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands this 2 day of February, 1998.

ALAN KERBY CHAMBERLAIN, Grantor

Yvonne Chamberlain
YVONNE CHAMBERLAIN, Grantor

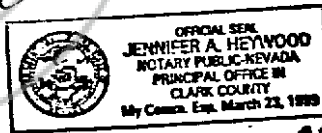
STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

On this 2nd day of February, 1998, before me the undersigned, a Notary Public in and for said County and State, personally appeared ALAN KERBY CHAMBERLAIN and YVONNE CHAMBERLAIN, known to me to be the persons described in and who executed the foregoing Certificate of Trust, and duly acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Jennifer A. Heywood
NOTARY PUBLIC

When recorded, Return to:
BRYAN A LOWE & ASSOCIATES, P.C.
4011 Meadows Lane, Suite 102
Las Vegas, Nevada 89107



NO. 112525
FILED AND RECORDED AT REQUEST OF
ALAN KERBY CHAMBERLAIN
MARCH 29, 1999
AT 40 MINUTES PAST 4 O'CLOCK
PM AT 140 OF OFFICIAL
RECORDS PAGE 592 LINCOLN
COUNTY, NEVADA
LESLIE BOUCHER
COUNTY RECORDER
Leslie Boucher
DEPUTY

BOOK 140 PAGE 599