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CERTIFICATE OF TRUST

We, GORDON H. COLE and BETTY G. COLE, Trustees of THE COLE FAMILY TRUST and custodian of the original of said Trust agreement, do hereby certify that the following are the exact provisions of THE COLE FAMILY TRUST executed on the 11th day of December, 1991, 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 revisions 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 Trustee or by causing the Trustee to be named as beneficiary 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 SETTLOR:

2.1 The Settlers reserve, during such time as they are both living, the following rights and powers to be exercised by them, without consent or participation of the

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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 Trustee or any beneficiary; provided, however, that the duties, powers and liabilities of the Trustee hereunder shall not subsequently be changed without his written consent. Except as hereinafter provided, such powers of revocation and modification are personal to the Settlor 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.

2.2 The rights and powers reserved in this paragraph 2 shall, except as hereinafter provided, cease upon the death of either Settlor, and thereafter this Trust shall be irrevocable and shall not be subject to amendment or modification.

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 153.265 to 153.410, 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.

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 Trustee hereunder. Upon the resignation, death, incapacity or inability to act on the part of the surviving original Trustee, then the Settlor's daughter, CONNIE A. SIMKINS, shall become the sole successor Trustee. Upon the resignation, death, incapacity or inability to act on the part of the said CONNIE A. SIMKINS, then the Settlor's son, JAMES GORDON COLE, shall become the sole successor Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and

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seal the day and year first above written.

SETTLORS:

Gordon H Cole  
GORDON H. COLE

Betty G Cole  
BETTY G. COLE

TRUSTEES:

Gordon H Cole  
GORDON H. COLE

Betty G Cole  
BETTY G. COLE

STATE OF NEVADA )  
                          ) ss:  
COUNTY OF CLARK )

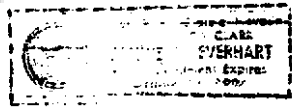
On this 11<sup>th</sup> day of December, 1991, personally  
appeared before me, a Notary Public, GORDON H. COLE and BETTY G.  
COLE, who acknowledged to me that they executed the foregoing

CERTIFICATE OF TRUST.

Carrie S Hart  
Notary Public

When Recorded, Return to:

DENTON & DENTON, LTD.  
626 South Seventh Street  
Las Vegas, Nevada 89101



NO. 115806

FILED AND RECORDED AT REQUEST OF  
DENTON & LOPEZ  
JANUARY 23, 2001

AT 10 MINUTES PAST 02 O'CLOCK  
PM IN BOOK 153 OF OFFICIAL  
RECORDS PAGE 62 LINCOLN

CLARK COUNTY, NEVADA  
Lillian Bricker  
COUNTY RECORDER

CLARK COUNTY, NEVADA  
JOAN L SWIFT, RECORDER  
RECORDED AT REQUEST OF:  
DENTON AND DENTON

12-19-91 15:12 DB1 3  
OFFICIAL RECORDS  
BOOK: 911219 INST: 00806  
FEE: 7.00 RPTT: .00

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