

126559

WHEN RECORDED RETURN TO:

DENTON & LOPEZ  
601 South Tenth St., Suite 203  
Las Vegas, NV 89101

FILED FOR RECORDING  
AT THE REQUEST OF

Denton & Lopez  
2006 MAY 22 PM 3 08

LINCOLN COUNTY RECORDER  
FEE 22.00  
LESLIE BOUCHER DEPAU

**CERTIFICATE OF TRUST**

STATE OF NEVADA        )  
                                  ) SS:  
COUNTY OF CLARK      )

RAMON HARMON SCHMUTZ, being first duly sworn, deposes and says that he is the sole acting Trustee of the Ramon Harmon Schmutz 1991 Nevada Trust and custodian of the original of said Trust Agreement and that the following are the exact provisions of the Ramon Harmon Schmutz 1991 Nevada Trust executed on the 20<sup>th</sup> day of March, 1991, save and except for the dispositive provisions thereof.

The Grantor does hereby deliver and transfer to the Trustee the property described in Schedule "A", separate property of Grantor, attached hereto and made a part hereof, which shall constitute the initial Trust Estate and shall be held, administered and distributed by the Trustee as hereinafter set forth.

This Trust shall commence and be effective at the date of the execution hereof by the Grantor.

Any property described and set forth in Schedule "A", attached hereto, which is the

separate property of the Grantor, shall be and shall remain the separate property of the Grantor, and it is his intention that all such property and all additions to the Trust of separate property of the Grantor shall be held by the Trustee as the separate property of the Grantor under the laws of the State of Nevada. No provision or provisions of this Agreement shall change the character of such property or the rents, issues and profits thereof to other than the separate property of the Grantor.

#### ARTICLE I

##### PURPOSE OF THE TRUST

A. This Trust is created for the purpose of owning, preserving and managing certain real property, personal property, or business interests for the benefit of the Grantor herein and his designated beneficiaries. However, nothing contained in said statement of purpose shall operate to restrict or limit in any respect the nature of the property which may be owned and administered by this Trust.

B. The Grantor or any individual may add to this Trust, whether before or after the death of Grantor by transferring to the Trustee other property acceptable to the Trustee, either by gift, assignment, bequest or devise, and if so added, such property, upon receipt and acceptance by the Trustee, shall become a part of the Trust Estate. Such additional property or properties shall be described and set forth in Schedules attached hereto and identified as the separate property of the Grantor. Such additional property or properties shall be held, administered and disposed of by the Trustee in accordance with the provisions of this agreement without the execution of any further instrument or declaration.

ARTICLE II

TRUSTEES

A. Whenever the word "Trustee" or the word "Trustees" appears within this Trust, whichever of the two words is used shall apply to the Trustee if only one is then serving or to all Trustees if more than one is then so serving.

B. The Trustee of this Trust created herein shall be the Grantor, RAMON HARMON SCHMUTZ.

C. Upon the death of the Grantor, Grantor hereby nominates and appoints ROSS RUF, attorney, as successor Trustee of the Trust.

D. If ROSS RUF is or becomes unable or unwilling to serve as successor Trustee, then and in that event, Grantor hereby appoints DAVID E. COX, CPA, as successor Trustee of the Trust; and if he is or becomes unable to so serve, then and in that event, Grantor appoints STAN L. LYON, attorney, as successor Trustee.

E. The Grantor reserves the power to discharge any Trustee, and to appoint a Co-Trustee or successor Trustee, together with or in the stead of any Trustee named herein.

F. Persons or corporations dealing with the Trustees are expressly exonerated from any duty to inquire into the authority or power of the Trustees or to see to the application of money or property delivered to the Trustees. The Trustees are not authorized to furnish copies of the Trust to any persons except as may be required by order of a Court having jurisdiction of the Trust or Trustees, or if required under any law or regulation having the effect of law, or upon express written permission of the Grantor.

G. The said Trustees are each hereby exonerated from giving bond for the faithful discharge of their duties as such. The Trustees are hereby granted the full power of investment of the principal and any retained income of the Trust within their sole discretion, any law of any state to the contrary notwithstanding, including the power to sell or buy securities or real or personal property of or for the Trust Estate without obtaining an order of Court to do so. The power so granted shall include, but is not limited in any respect by the following specific powers:

G-1. To hold securities in the name of a nominee.

G-2. To employ such attorneys, brokers, custodians, accountants, investment counsel and other agents as are necessary to the proper management of the Trust property.

G-3. All of the powers provided to Trustees by Nevada Revised Statutes, Section 163.260 through 163.410.

G-4. The Grantor himself, while acting as Trustee, but no other Trustees, may keep any or all securities or other property constituting a part or all of the Trust property in his name, without disclosing his fiduciary capacity.

### ARTICLE III

#### POWERS TO AMEND AND REVOKE

During the lifetime of the Grantor, the right and power is hereby reserved to Grantor to alter, amend and revoke this agreement, in whole or in part, at any time or from time to time by an instrument in writing delivered to the Trustee.

From and after the death of the Grantor, this Trust may not be altered, amended or revoked by any person.

ARTICLE IV

GENERAL PROVISIONS

The following general provisions shall govern the operation and administration of the Trust created in this instrument.

A. In any case in which the Trustee is required, pursuant to the provisions of this Trust, to divide any Trust property into parts or shares for the purpose of distribution, or otherwise, the Trustee is authorized, in the Trustee's discretion, to make the division and distribution in kind, including undivided interests in any property, or partly in kind and partly in money, and for this purpose to make such sales of the Trust property as the Trustee may deem necessary on such terms and conditions as the Trustee shall see fit.

B. There need be no physical segregation or division of the various interests in the Trust, except as segregation or division may be required by the termination of any of the said interests, but the Trustee shall keep separate accounts for the different undivided interests.

C. Income accrued or unpaid on Trust property when received into the Trust shall be treated as any other income of the Trust. Income accrued or held undistributed by the Trustee at the termination of the Trust shall be distributed to the beneficiaries of the Trust in proportion to their interests in the Trust at the time said income accrued.

D. Other property acceptable to the Trustee may be added to this Trust by any person, by the Will of the Grantor and by the proceeds of any life insurance policy.

E. Except as otherwise specifically provided in this instrument, or in the Will of the deceased Grantor, federal estate taxes imposed upon or by reason of the inclusion of

any portion of the Trust Estate in the gross taxable estate of the Grantor under the provisions of any federal tax law, and to the extent not otherwise provided for from sources other than this Trust, may be paid by the Trustee and charged to, prorated among, or recovered from the Trust Estate or the persons entitled to the benefits under this Trust proportionately to the value of the respective shares they receive, any law of any state to the contrary notwithstanding. Except where otherwise specifically provided, inheritance taxes may be paid and charged to the Trust Estate, or deducted or collected from beneficiaries' shares in the amounts such inheritance taxes apply to the respective share of the Trust Estate each such beneficiary receives, any law of any state to the contrary notwithstanding.

F. The section headings used herein are for convenience or reference only and shall not be resorted to for interpretation of this Declaration of Trust. Whenever the context so requires the masculine shall include the feminine and the neuter, and the singular shall include the plural, and vice versa.

G. The successor Trustee shall make an annual accounting and maintain such annual accounting statements with the records of any Trust provided for herein. The Trustee is also directed to provide the beneficiaries affected with adequate income statements and data necessary for their individual federal and state income tax reporting.

H. Unless sooner terminated in accordance with other provisions of this instrument, the Trust created under this instrument shall terminate twenty-one (21) years after the death of the last survivor of the Grantor or his beneficiaries who are living on the date of this instrument. Upon termination of the Trust according to this provision, after

payment of all Trust expenses and taxes, the Trustee shall distribute to each beneficiary all of his or her share of the principal and accumulated income as of the time of termination.

J. If any provision of this instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

#### ARTICLE V

#### COMPENSATION OF TRUSTEES

A. The Grantor-Trustee shall receive no compensation for services as Trustee.

B. Any successor Trustee who is not a beneficiary shall receive as compensation for services as Trustee a reasonable fee not exceeding in total to all Trustees together a sum equal to the normal fee charged by corporate trustees for management of like property in the Reno, Nevada area, or one percent (1%) of the average fair market value of the Trust property, per annum, whichever is less.

C. Any Trustee may waive all or any part of the fee to which he or she would otherwise be entitled as Trustee.

#### MISCELLANEOUS

The identifying number of the trust is the Social Security number of the Grantor and Trustee, RAMON HARMON SCHMUTZ, which said number is [REDACTED].

The form in which assets of the trust is to be taken is as follows:

"Ramon Harmon Schmutz, as Trustee of the Ramon Harmon Schmutz 1991 Nevada Trust executed on the 20<sup>th</sup> day of March, 1991, and to his Successor Trustee(s)".

The trust has not been revoked or amended to make any representations





**EXHIBIT "A"**

**TO**

**THE RAMON HARMON SCHMUTZ 1991 NEVADA TRUST**

**1. HOUSEHOLD AND PERSONAL ITEMS:**

All items of wearing apparel, jewelry, household effects, furniture, furnishings, appliances, kitchen utensils and wares, dining utensils and wares, rugs, pictures, paintings, linens, household decorative items, musical instruments, coin collections, yard equipment, tools, hunting and fishing equipment, and all other items of tangible personal property which are now owned or which may be hereafter acquired by the Trustor.