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WILLIAM HARTMAN

Lincoln County - NV
Leslie Boucher - Recorder

Fee: \$27.00 Page 1 of 14

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CERTIFICATE OF TRUSTEE AUTHORITY AND POWER

OF

THE WILLIAM ALAN HARTMAN LIFETIME TRUST

DATED

JULY 12, 2007

CERTIFICATE OF TRUSTEE AUTHORITY AND POWER

The undersigned trustee, being the only present trustee of the **WILLIAM ALAN HARTMAN LIFETIME TRUST DATED JULY 12, 2007**, does hereby certify to whomever it may concern that:

Paragraph H of Article Five of the trust agreement creating the **WILLIAM ALAN HARTMAN LIFETIME TRUST DATED JULY 12, 2007** provides that: **“CERTIFICATE OF TRUSTEE AUTHORITY AND POWER: A ‘Certificate of Trustee Authority and Power’ signed by a majority of the serving trustee9s0 of this trust and acknowledged before a notary public shall be conclusive evidence upon all persons and institutions and for all purposes of the facts stated in said Certificate respecting the terms of the trust and of the text hereof and of who are from time to time trustee(s) hereunder.”**

***** ARTICLE ONE PROVIDES *****

A. NAME OF TRUST:

This trust shall be known as the **“WILLIAM ALAN HARTMAN LIFETIME TRUST** dated July 12, 2007.

B. PRIMARY TRUSTEE:

I hereby designate myself as the primary trustee of this trust. I may exercise dominion and control over any and all of the trust assets.

C. SUCCESSOR TRUSTEE:

I designate **MARIA MCGINLEY HARTMAN** as the successor trustee of this trust. My successor trustee is to assume the duties as trustee hereunder upon my resignation, death, or disappearance, or if I am certified in writing to be incompetent as provided under Article Five of this ‘Declaration of Trust’. Except as otherwise specified within the provisions of this ‘Declaration of Trust’, in the event of my incompetency, my successor trustee is to use the income and assets of this trust for my education, maintenance, care, and general welfare.

D. ALTERNATE SUCCESSOR TRUSTEE:

If **MARIA MCGINLEY HARTMAN** is unable or unwilling to act as successor trustee, I constitute and appoint **MARSHALL UVADA HARTMAN** as successor trustee to serve with all rights and responsibilities given to the original successor trustee.



Certificate of Trustee Authority and Power

Article One, Page 3

E. IF NO NAMED TRUSTEE CAN ACT:

If no trustee named in this trust is willing and able to act, a trustee or cotrustees may be selected by the majority of adult income and remainder beneficiaries named herein. The successor trustee(s) so selected and appointed shall have all rights and responsibilities hereinbefore given to named successor trustee(s).

F. COMPENSATION FOR SUCCESSOR TRUSTEE:

My successor trustee is to serve without compensation. However, all expenses of any type incurred by my successor trustee in carrying out the duties under this trust shall be paid for from the trust.

G. BOND WAIVED:

No bond will be required of the primary trustee, the successor trustee, or any other trustee named herein.

H. ACCOUNTING TO BENEFICIAIRES:

The **WILLIAM ALAN HARTMAN LIFETIME TRUST** was recorded in the Lincoln County Assessor's Office in Pioche Nevada on _____.

The primary trustee will render such accounting to the successor trustee(s) as the primary trustee deems advisable for the purpose of advising the successor trustee(s) of the nature and location of the assets of the trust. The successor trustee(s) shall make a written accounting to all beneficiaries or to the guardians at least annually and at the time that all assets of this living trust are distributed. Said accounting shall consist of a record showing assets on hand at the time of the last accounting, plus additions, minus expenses and distributions, which shall equal current assets on hand. The successor trustee(s) shall not be required to obtain authority or approval of any court in the exercise of any power conferred upon the successor trustee(s), nor shall the successor trustee(s) be required to make accountings or reportings to any court.

A private location where the lists and location of the assets of the trust can be found will be contained in said document.

I. PRIMARY BENEFICIARY:

I hereby designate myself as the primary beneficiary of this trust. As long as I shall live, I will have the exclusive right to the use and benefit of the income and the assets of this trust limited only as provided in Article Two of this 'Declaration of Trust' document. Upon my death, my successor trustee(s) shall take charge of the assets then remaining in this trust and distribute them according to the plan of distribution in Article Two of this 'Declaration of Trust' document.



Certificate of Trustee Authority and Power

Article Two & Three, Page 4

***** ARTICLE TWO PROVIDES *****

A. PLAN OF DISTRIBUTION UPON MY DEATH:

Upon my death, my successor trustee(s) shall take charge of the assets then remaining in this trust and make distribution thereof according to the following plan of distribution...”:

***** ARTICLE THREE PROVIDES *****

A. POWER TO FUND THE TRUST:

After this trust is duly executed, I will execute and deliver all deeds, assignments, bills of sale, written instructions and other legal documents necessary to convey and register all of my assets that I choose to place in trust under this trust to be owned by the trustee(s) of this trust and held and administered under the terms and conditions of this trust. Assets which are evidenced by titles or deeds currently being transferred to the trustee of this trust are listed on ‘Schedule A’, which is attached to this trust and made a part of this trust. I hereby transfer to this trust all assets not requiring titles or deeds, including but not limited to my furniture, wearing apparel, and personal possessions. Additionally, the grantor is now holding and will hold, solely and exclusively for and in behalf of such trust, the following: any and all properties of all kinds, whether presently owned or hereafter acquired including, without limitation:

Bank accounts, certificates of deposit, mutual and money market funds of all kinds, retirement/pension funds, securities, agency and custody accounts, notes, and real estate wherever located.

All such property is hereby transferred to and the same shall be owned by such trust.

This declaration shall apply even though ‘record’ ownership or title, in some instances, may, presently or in the future, be registered in my individual name, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed.

All assets transferred to the trustee of this trust, whether now or at a later date, shall become part of the trust estate and be subject to all terms and provisions of this trust document.

**Certificate of Trustee Authority and Power****Article Three & Four, Page 5****B. POWER TO AMEND:**

During my lifetime, this trust may be amended in whole or in part by an instrument in writing, signed by me, and delivered to all acting trustee(s) (which may be me), except as may be limited by Article One or Two of this 'Declaration of Trust'.

C. POWER TO REVOKE:

During my lifetime, I may revoke the trust, in whole or in part, by an instrument in writing, signed by me and delivered to all acting trustee(s) (which may be me), except as may be limited by Article One or Two of this 'Declaration of Trust'. Upon revocation, the trustee(s) shall deliver the trust property to me.

D. POWER TO CHANGE TRUSTEE:

During my lifetime, I may change the trustee(s) or successor trustee(s) of this trust by an instrument in writing, signed by me and delivered to all acting trustee(s) (which may be me), except as may be limited by Article One or Two of this 'Declaration of Trust'.

***** ARTICLE FOUR PROVIDES *******A. MANAGEMENT OF TRUST PROPERTY:**

With respect to property governed by any trust created under this agreement, except as otherwise specifically provided in this trust, the trustee(s) shall have all the rights, powers and authority to deal with and manage the assets of this trust that an individual owner would have if there was no trust and the trustee(s) were acting as legally competent individual(s) dealing with their own property. This includes, but is by no means limited to the right to borrow against or pledge any of the trust assets, including the right to mortgage real estate and margin stocks or other securities owned by the trustee(s) of the trust. This includes all powers now or hereafter conferred upon trustee(s) by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust. Any expenditure involved in the exercise of the trustee(s) powers shall be borne by the trust.

**Certificate of Trustee Authority and Power****Article Four, Page 6**

Trustee(s)' powers shall include, but shall not be limited to, the following powers:

1. To sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert or allot the trust property, including real and personal property, and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the trust for any purpose; to enter into covenants and agreements relating to the property so leased or any improvements which may be erected on such property.
2. To abandon or retain underproductive property, and to invest and reinvest the trust funds in such property as the trustee(s), in the exercise of reasonable business judgment, may deem advisable, including stock of the trustee(s) and investments in any common trust fund now or hereafter established by trustee(s).
3. To retain nonproductive assets at the direction of the grantor or current income beneficiaries of the trust, or in the exercise of reasonable business judgment by the trustee(s), to abandon assets.
4. To deal with itself or affiliates, to borrow money for any purpose; to place, replace, renew or extend any encumbrance upon any trust property by mortgage, deed of trust, pledge or otherwise, regardless of the purpose of any such action.
5. To establish lines of credit and to guarantee any and all loans made to the grantor regardless of the purpose of the loan.
6. To participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and in connection therewith, to deposit securities with and transfer title and all rights and responsibilities to any protective or other committee as the trustee(s) may deem advisable.
7. To acquire or dispose of an asset for cash or on credit, at public or private sale, and to exchange, partition, change the character of or abandon a trust asset or any interest herein.
8. To make improvements, alterations, or ordinary or extraordinary repairs of buildings or other trust property; to demolish any improvements; and to raze existing or erect new party walls or buildings.

**Certificate of Trustee Authority and Power****Article Four, Page 7**

9. To subdivide, develop or dedicate land to public use; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to dedicate easements for public use without consideration; and to create restrictions, easements or other servitudes.
10. To grant an option involving disposition of a trust asset, or to take an option for the acquisition of any asset.
11. To vote a security, in person or by general or limited proxy.
12. To pay calls, assessments and any other sums chargeable or accruing against or on account of securities.
13. To sell or to exercise or not exercise, as the trustee(s) may deem advisable, any subscription, conversion or other rights or options which may at any time attach to, belong to or be given to the holders of any stocks, bonds, securities or other instruments in the trust estate.
14. To engage in covered call writing.
15. To buy, sell and trade in securities of any nature.
16. To hold a security in the name of a nominee or in any other form without disclosure of the trust, so that title to the security may pass by delivery, but the trustee(s) shall be liable for any act of the nominee in connection with the security so held.
17. To insure the assets of the trust against damage or loss, and the trustee(s) against liability with respect to third persons.
18. To advance money for the protection of the trust and for all expenses, losses and liabilities sustained in the administration of the trust or because of the holding or ownership of any trust assets. Thereon, the trustee(s) shall have a lien on the trust assets for any such advances.
19. To pay or contest any claim; to settle a claim by or against the trust by compromise, arbitration or otherwise; to release, in whole or in part, any claim belonging to the trust to the extent that the claim is uncollectible; and to institute, compromise and defend actions and proceedings.
20. To commence or defend litigation with respect to the trust or any property of the trust estate as trustee(s) may deem advisable and to employ such counsel as the trustee(s) shall deem advisable for that purpose.

**Certificate of Trustee Authority and Power****Article Four, Page 8**

21. To enforce any mortgage, deed of trust or pledge and, at any sale under any mortgage, deed of trust or pledge, to bid and purchase, at the expense of the trust, any property subject to any such security instrument.
22. To pay taxes, assessments, any compensation of trustee(s) as allowed under other provisions of this 'Declaration of Trust' and other reasonable expenses incurred in the collection, care, administration and protection of the trust.
23. To continue or participate in any business or other enterprise and to effect incorporation, dissolution or other change in the form of organization of the business or enterprise.
24. To pay the debts of grantor, the cost of any final illnesses of grantor, and the cost of grantor's funeral and final disposition, and to authorize any actions necessary to arrange for grantor's funeral and final disposition.
25. To appoint a general or special agent to act on trustee(s)' behalf. Any power of attorney the trustee(s) create pursuant to this power shall cease when the appointing trustee(s) cease to act as trustee(s).
26. After the death of the grantor, upon any division or partial or final distribution of the trust estate, the successor trustee(s) shall have the power to partition, allot and distribute the trust estate in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the trustee(s), and to sell such property as the trustee(s) consider necessary to make such division or distribution. The trustee(s) may make non pro rata divisions between beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value.
27. The trustee(s) shall have the power to deal with governmental agencies; to make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income, and any other government resources and community support services available. The trustee(s) shall have the power to explore and implement Medicaid planning strategies and options to plan and accomplish asset preservation if a grantor needs long-term health and nursing care.

Certificate of Trustee Authority and Power**Article Four, Page 9**

28. If my estate is probated and the estate does not contain sufficient funds with which to pay legally enforceable debts and expenses, the personal representative(s) of my estate shall have the right to request that the trustee of this trust distribute to the estate an amount necessary to satisfy the legally enforceable debts and expenses, and the trustee is authorized, in the sole discretion of the trustee, to distribute funds to the estate for said debts and expenses, except that the trustee shall make no payment from assets, such as life insurance proceeds, that would otherwise be immune from creditor's claims.
29. A beneficiary may disclaim all or any part of said beneficiary's interest in any property distributable to the beneficiary provided the disclaimer is made in accordance with the requirements for a disclaimer pursuant to NRS, Chapter 120, .010- .090. In addition, property passing to the trustee of any trust under this trust agreement may be disclaimed by that trustee without court approval or approval of beneficiaries.
30. The trustee(s) shall have the power to permit any beneficiary to use any tangible personal property held as an asset of a trust without incurring liability to the trustee(s) or the beneficiary for damage to, or consumption or loss of, such property.
31. The trustee(s) is authorized to divide any trust, whether existing or to be established, into two or more separate smaller trusts, without any requirement for said trusts to be equal in value, and without any requirement for discretionary distributions to be made proportionally among said trusts, whenever the trustee(s) believes such division may achieve desirable tax results for the trust or its beneficiaries, promote easier administration or otherwise be in the best interests of the trust or its beneficiaries. Upon termination of any separate smaller trust, the trustee(s) is authorized to distribute from any one such trust to any beneficiary in proportions/amounts as the trustee(s) considers desirable so long as distribution from all such separate smaller trusts would, if such trusts were a single trust, satisfy the provisions governing the trust before its division.



Certificate of Trustee Authority and Power

Article Five, Page 10

***** ARTICLE FIVE PROVIDES:*****

A. SPENDTHRIFT PROVISION:

No interest in the principal or income of any trust created under this trust instrument shall be anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This paragraph shall not prohibit an assignment by a beneficiary to any other beneficiary of this trust. This provision shall not apply to my interest in the trust estate.

B. INCAPACITY OF TRUSTEE:

Whenever two licensed, practicing medical doctors who are not related by blood or marriage to me or any beneficiary or trustee of this trust certify in writing that a person serving as trustee cannot discharge the duties of trustee because of mental or physical infirmity, and the certificates are personally served upon that person, then the office of that person shall be deemed vacated and the alternate trustee provisions under Article One of this 'Declaration of Trust' shall apply. However, if after receipt of the certificates, the trustee alleged to be incompetent gives written notice to the person causing the certificates to be issued that he or she disagrees with the doctors, then the trustee shall continue in office unless he or she resigns or is removed by a court of competent jurisdiction. If, at a later date, the removed trustee regains competency and can evidence said competency with written affidavits from two licensed, practicing medical doctors who are not related by blood or marriage to me or any beneficiary or trustee of this trust, and serves said affidavits upon at least one (1) acting trustee, the removed trustee shall resume his/her duties as trustee hereunder. Anyone dealing with the trust may rely upon written medical certificates or a photocopy of them, presented to them by the successor trustee(s), or original trustee, and shall incur no liability to any beneficiary for any dealings with any designated trustee(s) or successor trustee(s) in good faith reliance on said certificates. This provision is inserted in this document to encourage third parties to deal with any trustee or successor trustee(s) without the need of court proceedings.

C. INCAPACITY OF THE GRANTOR:

If I am replaced as trustee of this trust as provided above, the successor trustee(s) shall use the trust estate for my benefit and for the benefit of anyone else authorized by Article One or Two of this living trust. Any income not paid to or for my benefit or to or for the benefit of other authorized beneficiaries shall be added to the principal.



Certificate of Trustee Authority and Power

Article Five, Page 11

The foregoing shall also apply to distributions by the trustee(s) whenever a grantor who is not serving as trustee becomes incapacitated. My incapacity or regaining of capacity shall be established in the same manner provided for establishing the incapacity or regaining of capacity of trustee(s) as provided in Article Five B. above.

D. ASSURANCES OF GRANTOR:

I hereby agree that anyone dealing with the trust may rely on the original trust document and in the absence of actual notice of any modification or revocation of this trust, it shall be conclusively presumed that the trust is in full force and effect as stated herein. This assurance is given to encourage people to deal with the grantor or trustee. Further, this assurance is given to encourage successor trustee(s) to rely on the trust document as presented to the successor trustee(s). This provision is binding upon all successors in interest to this trust.

E. LIABILITY OF TRUSTEE(S):

1. LIABILITY OF SUCCESSOR TRUSTEE(S):

No trustee shall be liable for or responsible for any act, omission or default of any predecessor trustee. No successor trustee shall have a duty to audit or investigate the administration accounts of a predecessor trustee.

2. NOTICE TO TRUSTEE(S):

Unless the trustee(s) receive actual written notice of an event affecting a beneficial interest in this trust, the trustee(s) shall not be liable to any beneficiary for making distributions as though the event had not occurred.

3. APPLICATION OF TRUST FUNDS:

The trustee(s) shall be solely responsible for the manner in which trust assets are applied. No person paying money or delivering property to the trustee(s) shall be responsible for its application.

F. DISAPPEARANCE:

If I should disappear and my whereabouts should remain unknown for a period of ninety (90) days or more, my successor trustee(s) shall take over the management of this trust until I return. If I am not seen or heard of for a period of three (3) years or more, and my body has not been recovered, my successor trustee(s) shall proceed with the distribution of the assets of this trust as hereinbefore provided.

**Certificate of Trustee Authority and Power****Article Five, Page 12****G. SINGULAR/PLURAL, GENDER AND DEFINITIONS OF COMMON TERMS:**

Wherever the context requires, the singular includes the plural, and the masculine includes the feminine and neuter; and the words "child", "children", "grandchild" and "grandchildren" shall include legally adopted children and grandchildren and children and grandchildren born or adopted before or after the execution of this trust, but shall not include stepchildren or stepgrandchildren who have not been legally adopted. Also, in construing this trust, the terms "lineal descendants" and "issue" shall include legally adopted lineal descendants and issue and lineal descendants and issue born or adopted before or after the execution of this trust.

A photostatic copy of this form shall be considered as effective and valid as the original. The Certificate of Trustee Authority and Power includes an exact quotation of all trust provisions except the specific plan of distribution upon grantor's death. This Certificate of Trustee Authority and Power includes all provisions of the trust which affect the ability of trustees to manage and control assets. The Certificate of Trustee Authority and Power is used in lieu of providing a copy of the trust itself in order to keep the grantor's plan of distribution confidential. A copy of the trust itself will not be released.



Certificate of Trustee Authority and Power

Article Five, Page 13

WILLIAM ALAN HARTMAN LIFETIME TRUST DATED JULY 12, 2007

WITNESSES:

GRANTOR AND TRUSTEE:

Suptal Budreau

William A. Hartman
WILLIAM ALAN HARTMAN

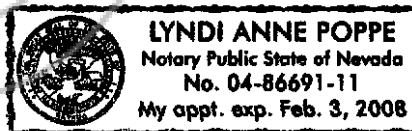
Lyndi A. Poppe

STATE OF NEVADA)

LINCOLN COUNTY)

On July 12, 2007 before me personally appeared WILLIAM ALAN HARTMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Lyndi A. Poppe (Seal)
Notary Public Signature

My commission expires: February 3, 2008



CERTIFICATE OF TRUST

State of Nevada)
County of Lincoln)

The undersigned Grantor hereby certifies the following:

1. This Certificate of Trust relates to the WILLIAM ALAN HARTMAN LIFETIME TRUST DATED JULY 12, 2007 (the "Trust") created by trust agreement (the "Trust Agreement") executed by WILLIAM ALAN HARTMAN.
2. The name of the Grantor is WILLIAM ALAN HARTMAN.
3. The name of the original trustee: WILLIAM ALAN HARTMAN.
4. The name and address of each trustee empowered to act under the Trust Agreement at the time of the execution of this Certificate of Trust are:

Primary: MARIA MCGINLEY HARTMAN, Lot 61 Highland Knolls, P.O. Box 153, Caliente, Nevada 89008.

Successor: MARSHAL UVEDA HARTMAN, 3822 S.E. Van Waters, Portland, Oregon 97222.

Alternate Successor; WILLIAM PATRICK HARTMAN, 3822 S.E. Van Waters, Portland, Oregon 97222.
5. The trustee(s) are authorized by the Trust Agreement to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert or allot the trust property, including real and personal property, and to sell upon deferred payments, except as limited by the following (if none, so indicate): NONE.
6. The Trust Agreement has not been revoked.

The undersigned hereby represents that the statements contained in this Certificate of Trust are true and correct, and that there are no other provisions in the Trust Agreement or amendments to it that limit the powers of the Trustee to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert, allot or sell upon deferred payments trust property, including real and personal property.

William Alan Hartman
William Alan Hartman

On July 12, 2007 before me personally appeared WILLIAM ALAN HARTMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lyndi A. Poppe (Seal)
Notary Public Signature

My commission expires: February 3, 2008