

**CERTIFICATE OF TRUST FOR  
THE ANDREW & ELOISA FURER TRUST  
TRUST AGREEMENT**

**1. The trust estate consists of property transferred by the Settlor as provided in Section 1 and 2 of the Trust Agreement as hereinafter stated:**

**1. DECLARATION OF TRUST.**

ANDREW E. FURER and ELOISA B. FURER, hereinafter collectively referred to as the "trustee", declare that ANDREW E. FURER and ELOISA B. FURER, hereinafter collectively referred to as "settlers" and separately as "settlor", as indicated by the context, have transferred and delivered to the trustee without consideration the property described in Exhibit "A" attached to this instrument. For purposes of this Trust Agreement, ANDREW E. FURER is sometimes referred to as "Husband" and ELOISA B. FURER as "Wife".

**2. TRUST ESTATE.**

All property subject to this instrument listed on Exhibit "A" together with any other real and personal property, or interest therein, which the trustee may, pursuant to any of the provisions hereof, at any time hereafter hold or acquire is referred to as the "trust estate" and shall be held, administered, and distributed in accordance with this instrument. Any community property transferred to the trust shall remain community property after its transfer. Any separate property transferred to the trust shall remain separate property after its transfer. It is the express intent of the settlers not to alter, convert or transmute any of their property from separate to community property or from community to separate property by the execution of this Agreement or by transferring such property to this trust. All property of the settlers shall absolutely retain its separate or community character regardless of whether or not such property is, or is not, transferred to this trust or becomes subject to the terms of this Agreement.

**2. The trust has been established for the benefit of the Settlor and those certain beneficiaries named in the trust instrument.**

**3. The trust may be amended or revoked as provided in Section 12 of the trust instrument as hereinafter stated:**

## **12. AMENDMENT AND REVOCATION.**

**12.1 Revocation During Settlor's Joint Lifetime.** During the settlors' joint lifetimes this trust may be revoked in whole or in part with respect to community property by a written instrument signed by either settlor and delivered to the trustee and the other settlor. On revocation, the trustee shall promptly deliver to Husband and Wife all, or the designated portion, of the community property trust assets. A settlor may at any time revoke all or any part of this trust with respect to any separate property the revoking settlor has contributed to the trust by a written instrument signed by the revoking settlor and delivered to the trustee. On revocation with respect to separate property, the trustee shall promptly deliver to the contributing settlor all, or the designated portion, of such property. Upon revocation, community property shall continue to be community property of the settlors and separate property shall continue to be the separate property of the revoking settlor.

The trustee shall also account for its acts since the preceding accounting. If this instrument is revoked with respect to all or a major portion of the assets subject to this instrument, the trustee shall be entitled to retain sufficient assets reasonably calculated to secure payment of liabilities lawfully incurred by the trustee in the administration of the trust, including trustee's fees that have been earned, unless the settlors shall indemnify the trustee against loss or expense.

**12.2 Amendment During Joint Lifetime.** The settlors may at any time during their joint lifetime amend any of the terms of this instrument by an instrument in writing signed by both settlors and delivered to the trustee. No amendment shall substantially increase the duties or liabilities of the trustee or change the trustee's compensation without the trustee's consent, nor shall the trustee be obligated to act under such an amendment unless the trustee accepts. If a trustee is removed, the settlors shall pay to the trustee any sums due and shall indemnify the trustee against liability lawfully incurred by the trustee in the administration of the trusts.

**12.3 Revocation and Amendment by Surviving Settlor.** On the death of the Deceased Settlor, the Surviving Settlor shall have the power to amend, revoke, or terminate the Survivor's Trust, but the Credit Trust and the Marital Trust may not be amended, revoked, or terminated. On the death of the Surviving Settlor, no trust may be amended, revoked, or terminated. On revocation or termination of the Survivor's Trust, all its assets shall be delivered to the Surviving Settlor.

Revocation and amendment shall be made in the manner provided in Sections 12.1 and 12.2, respectively.

**12.4 Powers of Revocation and Amendment Personal to Settlers.** The powers of the settlors to revoke or amend this instrument are personal to them and shall not be exercisable in his or her behalf by any guardian, conservator, or other person, except that revocation or amendment may be authorized, after notice to the trustee by the court that appointed the guardian or conservator; provided, however, that a settlor's power to revoke or amend this instrument may be exercised by the settlor's attorney-in-fact acting pursuant to a valid and duly executed written durable power of attorney which specifically authorizes the revocation or amendment of a trust of which the settlor is a grantor.

**4. The powers of the trustee as provided in Section 14 of the trust instrument are as hereinafter stated:**

**14. TRUSTEE'S POWERS.**

In order to carry out the provisions of the trusts created by this instrument, the trustee shall have these powers in addition to those now or hereafter conferred by law:

**14.1 Broad Investment Powers: Diversification Not Required.** To invest and reinvest all or any part of the trust estate in such common or preferred stocks, shares of investment trusts and investment companies, bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, commodities, commodity futures and options, real estate, or other property as the trustee in the trustee's discretion may select; and the trustee may continue to hold in the form in which received (or the form to which changed by reorganization, split-up, stock dividend, or other like occurrence) any securities or other property the trustee may at any time acquire under this trust, it being the settlors' express desire and intention that the trustee shall have full power to invest and reinvest the trust funds without being restricted to forms of investment that the trustee may otherwise be permitted to make by law; and the investments need not be diversified provided, however, that the aggregate return of all investments of the Survivor's Trust and Marital Trust from time to time shall be reasonable in light of then existing circumstances.

**14.2 Power to Retain Property.** To continue to hold any property including the shares of stock of any trustee which is a bank or trust company (hereinafter referred to as the corporate trustee) and to continue and operate any private business owned or controlled by settlors or in which settlors own a majority interest at the time of a settlor's death, and to do any and all of the things deemed appropriate by trustee, including the right to incorporate the business and to put in additional capital, for such time as to it shall seem

advisable, without liability for loss for the continuance of the business, and to close out and liquidate the business as and when it shall seem advisable and upon such terms as to it shall seem best. The trustee may retain, purchase or otherwise acquire under productive or unproductive property provided, however, no under productive or unproductive property shall constitute an asset of the Survivor's Trust or Marital Trust for more than a reasonable time after the receipt of such property. With the consent of the Surviving Settlor, under productive or unproductive property may constitute an asset of the Survivor's Trust or Marital Trust.

**14.3 Power to Manage Securities.** To have all the rights, powers, and privileges of an owner with respect to the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the trustee may deem advisable; and to exercise or sell stock subscription or conversion rights.

**14.4 Power to Hold Securities in Nominee's Name.** To hold securities or other property in one or more trustee's name(s) as trustee under this trust, or in the trustee's own name, or in the name of a nominee, or the trustee may hold securities unregistered in such condition that ownership will pass.

**14.5 Power to Sell, Exchange, Repair.** To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair trust property.

**14.6 Power to Lease.** To lease trust property for terms within or beyond the term of the trust for any purpose.

**14.7 Power to Make Loans.** To lend money to any person, including the probate estate of a settlor or any trust created by settlors provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest; provided, however, that any loan described in NRS 163.030 shall be first approved by a court of competent jurisdiction as provided in NRS 163.180.

**14.8 Power to Purchase Property from Settlor's Probate Estate.** To purchase property at its fair market value as determined by the trustee in the trustee's discretion from the probate estate of a settlor or from any trust created by settlors or between separate shares of this trust estate.

**14.9 Trustee's Individual Transactions with Trust.** To loan or advance the trustee's own funds to the trust for any trust purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust. The trustee may not purchase assets of the trust or sell property to the trust unless the same is authorized by a Court having jurisdiction over the trust estate, nor may the trustee buy or sell any property from or to a director, officer, or employee of such trustee or an affiliate, or from or to a relative, employer, partner, or other business associate of the trustee, except with the approval of a court having jurisdiction over the trust estate and of the accounting thereof.

**14.10 Release of Powers.** To release or to restrict the scope of any power that the trustee may hold in connection with the trust created under this instrument, 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 powers to be released or restricted and the nature of the restriction.

**14.11 Power to Adjust for Tax Consequences.** To take any action and to make any election, in the independent trustee's discretion, to minimize the tax liabilities of this trust and its beneficiaries, and it shall have the power to allocate the benefits among the various beneficiaries, and the independent trustee shall have the power to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the independent trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

**14.12 Power to Borrow and to Guaranty.** To borrow money from any person, firm or corporation, including either settlor, on such terms and conditions as the trustee, in the trustee's discretion, considers advisable, and to encumber trust property by mortgage, deed of trust, pledge or otherwise for the debts of the trust or a co-owner of trust property.

**14.13 Power to Commence or Defend Litigation and to Compromise.** To commence or defend, at the expense of the trust, such litigation with respect to the trust or any property of the trust estate as the trustee may deem advisable, and to compromise, arbitrate, or otherwise adjust claims or litigation against or in favor of the trust.

**14.14 Power to Insure.** To carry insurance of such kinds and in such amounts as the trustee deems advisable, at the expense of the trust, to protect the trust estate and the trustee personally against any hazard.

**14.15 Power to Purchase Bonds at Premium.** To purchase bonds and to pay such premiums in connection with the purchase as the independent trustee in such trustee's discretion deems advisable, provided, however, that each premium shall be repaid periodically to principal out of the interest on the bond in such reasonable manner as the independent trustee shall determine and, to the extent necessary, out of the proceeds on the sale or other disposition of the bond.

The independent trustee shall not be required to repay any portion of the premiums on bonds purchased at not more than 103% of their par value.

**14.16 Power to Purchase Bonds at Discount.** To purchase bonds at such discounts as the trustee in the trustee's discretion deems advisable provided, however, that each discount shall be accumulated periodically as interest in such reasonable manner as the Independent trustee shall determine and to the extent necessary paid out of the proceeds on the sale or other disposition of the bond or out of principal. The independent trustee shall not be required to accumulate discounts of bonds purchased at not less than 97% of their par value and any loss or gain on the sale or other disposition of the bonds shall fall on or inure to principal. Notwithstanding the foregoing, all discounts shall be accumulated during the Surviving Settlor's lifetime in respect to the Survivor's Trust or Marital Trust.

**14.17 Broad Powers of Distribution.** To partition, allot, and distribute the trust estate, on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind as the trustee deems appropriate (in its sole discretion) in carrying out the purposes of the trust involved. Any part or all of any distribution otherwise required hereunder may be withheld by the trustee of the trust involved to whatever extent and for whatever period of time such trustee, in its discretion (and in the absence of satisfactory indemnification), deems necessary pending resolution of any conflicting claims, tax deficiencies or liabilities, contingent or otherwise, properly incurred in the administration of the trust which might affect such distribution. Except as otherwise specifically provided in this instrument:

(a) Any allocation or distribution of a specific monetary amount which is to be made by any trust hereunder may be made in one or more allocations or distributions, in cash or in kind (i.e., in the form of a whole or partial undivided interest in one or more specific properties, real, personal, or mixed) or partly in cash and partly in kind, and, to the extent in kind, with or without being made subject to liabilities (pre-existing or newly created), all as the trustee of such trust, in its sole discretion, shall deem appropriate in carrying out what the trustee alone judges would be the settlors' original intent under the circumstances; and

(b) Any allocation or distribution of a fractional share of the net assets of any trust hereunder which is required to be made by such trust need not be pro rata nor include any particular asset from such trust's assets but rather may be composed of such assets and made subject to such liabilities (pre-existing or newly created), if any, pro rata or not, as the trustee of such trust, in the exercise of its sole discretion (as described in Section 14.17, Clause (a) above), shall determine; provided that, as of the effective date (or dates) of any such allocation or distribution, the net fair market value of the assets and liabilities comprising such allocation or distribution shall represent either the specific monetary amount which such allocation or distribution is to satisfy or the proper fractional share of the then net fair market value of the whole which such allocation or distribution is to satisfy, as the case may be, and, for these purposes, (a) fair market values shall be determined in the same manner as such values are determined for federal estate tax purposes ignoring any potential income tax liabilities which may attach to certain properties, and (b) the trustee's reasonable determinations of such fair market values shall be binding upon all concerned; provided further that for purposes of any pecuniary bequest or transfer to a trust for the benefit of the Surviving Settlor, the assets to be allocated or distributed to such trust must have an aggregate fair market value at the date, or dates, of distribution amounting to no less than the amount of the pecuniary bequest or transfer, as finally determined for federal estate tax purposes. Any obligation to allocate or distribute a fractional share of the net assets of any trust hereunder as of any specified time may, in the sole discretion of the trustee of such trust (as described above), be satisfied in more than one allocation or distribution, in which case the fractional share of the diminished whole remaining to be satisfied after each partial allocation or distribution shall be recomputed based on fair market values (determined as provided above) as of the effective date of such partial allocation or distribution (unless the trustee elects to treat the then fair market value of such partial allocation or distribution as an advance, upon a subsequent partial or final allocation or distribution satisfying such fractional share).

**14.18 Power to Employ Agents.** To employ any custodian, attorney, accountant, investment counselor, securities broker, corporate fiduciary, or any other agent or agents to assist the trustee in the administration of this trust and to rely on the advice given by these agents. Reasonable compensation for all services performed by these agents shall be paid from the trust estate out of either income or principal as the trustee in the trustee's discretion shall determine, and shall not decrease the compensation to which the trustee is entitled.

**14.19 Power to Renew Notes.** To renew or extend the time of payment of any note or other obligation held in the trust estate, including accrued or future interest, in the discretion of the trustee.

**14.20 Power to Abandon.** To abandon any property or interest in property belonging to the trust when, in the trustee's discretion, such abandonment is in the best interest of the trust and its beneficiaries.

**14.21 Power to Invest in Common Trust Fund of Corporate Trustee.** To invest in any common trust fund now or hereafter established by any corporate trustee acting hereunder.

**14.22 Stock Registration.** To register, or qualify for exemption from registration, shares of stock in any corporation with any agency of any government (including but not limited to the United States Securities and Exchange Commission); (a) to participate in any such registration or exemption from registration; (b) to apply for and secure approval of such agency for the sale of these shares; (c) to sell these shares or participate in the public or private sale of these shares; (d) to enter into any agreement for the sale with any broker, investment banker, or underwriter; (e) to incur and pay all expenses in connection with the registration, qualification, or sale; (f) to execute any indemnification agreement or other instrument required to consummate the registration, underwriting, or sale; and (g) to take all other actions necessary or appropriate to consummate the registration, qualification or sale.

**14.23 Power to Pool Trusts for Investments.** To consolidate, for purposes of administration and investment, the property of the several trusts hereby created and to allocate undivided interests in such consolidated fund to the several trusts, provided, however, that such consolidation shall not destroy the separate identity of such trusts.

**14.24 Power to Create a Secondary Trust.** Notwithstanding anything herein provided to the contrary, if the trustee of any trust hereunder at any time or times holds, acquires, or wishes to acquire as an asset or as assets of such trust (which trust is hereafter in this Section 14.24 referred to as a "beneficiary trust") any particular property or properties with respect to which any then acting trustee of such trust cannot or does not desire to hold or to accept legal title thereto, the title to such particular property or properties shall thereupon be transferred to and/or taken by an individual who is sui juris or a trust institution (or his, her, or its nominees), selected by the then acting trustee of such beneficiary trust, as the sole trustee of a separate and distinct trust hereunder which shall be known as a "secondary trust", the beneficiary of which shall be the said beneficiary trust, and thereafter all such properties shall be held in such secondary trust for the

sole benefit of said beneficiary trust. At convenient intervals, but at least quarterly, all of the net receipts of the secondary trust shall be distributed to the beneficiary trust until such time as the secondary trust no longer holds any property whatever and therefore terminates. The trustee of the beneficiary trust, in carrying out the dispositive provisions of such beneficiary trust as set forth herein, shall have the absolute authority to direct the trustee of the secondary trust regarding all aspects of the administration of such secondary trust. Such additional funds or properties as the trustee of the beneficiary trust deems to be necessary from time to time in the administration of a secondary trust may be transferred to the secondary trust by such trustee from the beneficiary trust. With respect to the properties of a secondary trust hereunder, its trustee and such trustee alone shall have all and singular the same powers, rights, privileges, elections, and discretions and shall be subject to all and singular the same duties, limitations, liabilities, and obligations as are conferred or imposed upon the trustee by this trust instrument. In the event of any vacancy in the office of trustee of a secondary trust, such vacancy shall be filled by an individual who is sui juris or a trust institution selected by the then trustee or trustees of its corresponding beneficiary trust.

**14.25 Power to Allocate and Administer S Corporation Stock.** If the trust estate consists of shares of stock of any corporation which is an "S corporation," as defined in Section 1361(a) of the Code or any corresponding or substitute provision in effect from time to time, then the trustee may, in the trustee's discretion, take any action necessary or appropriate to preserve the S corporation election under Section 1362(a) of the Code or any corresponding or substitute provision in effect from time to time. In addition, the trustee shall have the power to amend the terms of any trust under this declaration of trust to qualify the trust as a "Qualified Subchapter S Trust" within the meaning of Section 1361(d) of the Code or any corresponding or substitute provision in effect from time to time, or to qualify the trust as an Electing Small Business Trust as that term is defined in Subchapter S of the Code. In exercising this power, the trustee shall have the authority to divide any trust into more than one trust, with one such trust containing the stock of the S corporation, with amended terms for administration and distribution which qualify the trust as a "Qualified Subchapter S Trust," and with the other trust or trusts containing all other trust assets, which shall be administered pursuant to the terms and conditions contained in this Trust Agreement. However, the trustee may not exercise this power in a manner which would, (a) increase the trustee's individual benefits under this Trust Agreement, (b) result in an outright distribution to any beneficiary whom the trustee is legally obligated to support, educate, and maintain, or (c) have the effect of granting the trustee a general power of appointment as defined for gift or estate tax purposes or a general power for income tax purposes under Section 678 of

the Code. The trustee shall not be liable for any good faith exercise of the powers conferred by this Section 14.25.

**14.26 Attorney-in-Fact.** The trustee shall have the right to appoint an attorney-in-fact by means of an acknowledged power of attorney form. Said attorney-in-fact shall have the full right and power to act in the trustee's stead and place. The power may be either special or general as the trustee may determine in its sole discretion. The trustee shall remain fully liable for all actions of its attorney-in-fact.

**5. The successor trustee of the trust as provided in Section 13.1 is as hereinafter stated:**

**13.1 Designation of Successor Trustee.** In the event of the death, incompetency, inability or unwillingness of either settlor to act as trustee during the joint lifetimes of the settlors, then the remaining settlor shall act as the sole trustee of this trust and of each separate trust created by this instrument. In the event of the death, incompetency, inability or unwillingness of both the Husband and the Wife to act as sole trustee, then BANK OF AMERICA and MARIA ESTHER FOLLOSCO BAUTISTA shall act as successor co-trustees of the trust and of each separate trust created by this instrument. In the event of the death, incompetency, inability or unwillingness of MARIA ESTHER FOLLOSCO BAUTISTA to serve as a successor co-trustee, then BANK OF AMERICA and VICTORIA ELSAYGH shall act as successor co-trustees of the trust and of each separate trust created by this instrument. In the event of the death, incompetency, inability or unwillingness of both MARIA ESTHER FOLLOSCO BAUTISTA and VICTORIA ELSAYGH to serve as successor trustees, then BANK OF AMERICA shall act as sole successor trustee of the trust and of each separate trust created by this instrument.

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6. The name of the trust created by the trust instrument is the "ANDREW & ELOISA FURER TRUST".

Executed at Reno, Nevada, on the 24<sup>th</sup> day of May, 2002.

Andrew E. Furer  
ANDREW E. FURER, Trustee

Eloisa B. Furer, Eloisa B. Furer  
ELOISA B. FURER, Trustee

I certify that I have read the foregoing certificate of trust and that it correctly states the terms and conditions under which the trust estate is to be held, managed, and disposed of by the trustee. I approve the certificate of trust in all particulars and request that the trustee execute it.

Andrew E. Furer  
ANDREW E. FURER, Settlor

Eloisa B. Furer, Eloisa B. Furer  
ELOISA B. FURER, Settlor

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on May 24, 2002, by ANDREW E. FURER and ELOISA B. FURER as settlors and trustees of the ANDREW AND ELOISA FURER TRUST.



Debbie Johnson  
NOTARY PUBLIC  
(My Commission Expires: 10-8-04)