

CERTIFICATION OF MICKEY WAMPLER 1981 TRUST

The undersigned hereby certify:

1. That A. E. WAMPLER and MAYME WAMPLER are Trustees of that certain Trust created by Trust Agreement dated the same date as this Certificate wherein A. E. WAMPLER is Trustor and A. E. WAMPLER and MAYME WAMPLER are Initial Trustees.

2. That, for the purposes of convenience, the Trust created by the aforesaid Trust Agreement is named "MICKEY WAMPLER 1981 TRUST".

3. That the aforesaid Trust Agreement contains, inter alia, the following provisions:

a. The powers of A. E. WAMPLER over Mickey's Assets subject to the Trust Agreement are set forth in Exhibit "A".

b. The powers of Trustees over Mickey's Management Assets subject to the Trust Agreement are set forth in Exhibit "B".

c. The successors to A. E. WAMPLER and MAYME WAMPLER as Trustees are set forth in Exhibit "C".

d. The definitions of terms used herein are set forth in Exhibit "D".

4. This Certification shall not be construed as amendatory of the Trust Agreement and, to the extent that any portion of this Certification should conflict with the Trust Agreement, the provisions of the Trust Agreement shall control.

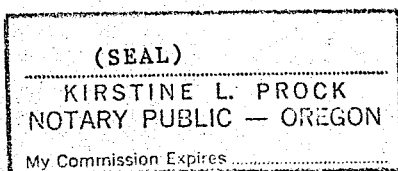
DATED: February 20, 1981

A. E. Wampler
A. E. WAMPLER

Mayme Wampler
MAYME WAMPLER

STATE OF OREGON)
) ss:
County of Klamath)

Before me on Feb. 20, 1981, personally appeared the above named A. E. WAMPLER and MAYME WAMPLER, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Kirstine L. Prock
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12/16/84

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Possession, Custody and Management of Mickey's Assets:

a. In General: Except as may be expressly provided otherwise, Mickey shall have the exclusive possession, custody, and all power of management, without payment of rental therefor and without any accounting to Trustee thereof, of Mickey's Assets transferred to Trustee by Mickey. The power of management shall include, but not be limited to, the power to sell, convey, lease, encumber or hypothecate (for periods longer than the term of any trust created by this Trust Agreement), give and vote proxies to others, and vote stocks or securities declared to be Mickey's Assets, regardless of whether any such Mickey's Assets are held in the name of Trustee, or in the name of any nominee of Trustee. The power of management shall also include the power to open and maintain, in the name of Trustee, the name of this Trust, or in the name of any nominee of Trustee including, without limiting the generality of the foregoing, the name of the Trustor of the asset invested in the same as provided for in Subarticle b below, any account, street or otherwise, with any brokerage firm or company, and to conduct any and all stock trading activity, including, but not limited to, marginal trading, short selling, buying and selling options, whether or not such stocks are owned by Trustee, Trust, or nominee of Trustee.

b. Corporate or Governmental Stocks and Securities: To the extent that any Mickey's Assets shall consist of corporate or governmental stocks and securities, the same may be registered in the name of this Trust, or in the name of Trustee, and held in the custody of Trustee or may be registered in the name of Mickey as a nominee of Trustee as provided for in Subarticle c below. Trustee shall deliver to Mickey for action thereon, any and all requests for, or solicitations of, proxies and any and all other voting matters, unless instructed otherwise in writing by Mickey.

c. Trustee's Nominee: Mickey may act as nominee of Trustee for any of Mickey's Assets transferred and conveyed by Mickey to Trustee pursuant to this Trust Agreement. Without limitation of the foregoing, Mickey shall be deemed to hold a Mickey's Asset as nominee of Trustee where Mickey executes and delivers to Trustee any instrument transferring any Mickey's Asset to Trustee even though the Mickey's Asset remains registered in the name of Mickey, the registration in the name of Trustee of such a Mickey's Asset is not completed, or Mickey retains possession of the certificate, or other document and/or instrument, evidencing the title thereto. If Mickey acts as a nominee for any Mickey's Asset transferred to Trustee, Mickey may receive directly any dividends, interest, income or distributions from or upon such Mickey's Asset and neither Mickey, nor Trustee of such Mickey's Asset shall have any duty of accounting to the other, or to any other person, with regard thereto.

d. Co-Tenancies: If any Co-Tenancy account, or Co-Tenancy title to real property or personal property of any kind, should be established between Mickey and Trustee, the instrument document, or conveyance establishing or creating such Co-Tenancy shall be the equivalent of an instrument, document, or conveyance designating such Co-Tenancy account or property of Mickey's Assets, and, as between Mickey and Trustee, any such Co-Tenancy account or property shall be subject to the covenants, terms, and provisions of this Trust Agreement. To the extent changes are made in any such Co-Tenancy account (either by addition, or deletion), the same shall constitute an addition to, or removal of, Mickey's Assets. Where such a Co-Tenancy account is a joint account in the nature of an Investment Account, Mickey may write checks thereon or make withdrawals therefrom without the cosignature of Trustee, and such writing of checks or the making of withdrawals by Mickey shall constitute withdrawals from the Trust Estate and Trustee shall have no further interest in any amount, or amounts, so withdrawn, or any further duty with regard thereto. The capacity of Mickey of any Mickey's Asset held between Mickey and Trustee as Co-Tenants shall be that of nominee of Trustee and not that of co-owner.

e. Instructions by Mickey to Trustee and Indemnification of Trustee: Mickey, in exercising the power to manage, possess or control any asset of the Trust Estate pursuant to the preceding provisions, may direct Trustee, from time to time, in writing, to participate and join in any action elected by Mickey and Trustee shall comply with such direction. The direction by Mickey may include (without limiting the generality of the rights set forth in this Trust Agreement) direction to sell, convey, transfer, or lease any Mickey's Asset. If Trustee is directed to take any action concerning a Mickey's Asset pursuant to this Trust Agreement, and the proceeds or products of such an action are received by Trustee, Trustee shall account for the same and apply the same as directed by Mickey. Unless Mickey expressly directs Trustee to pay the proceeds from the sale, leasing, or disposition of a Mickey's Asset to Mickey, the same shall continue to be subject to the terms of this Trust Agreement. In any event, Trustee shall promptly and fully account to Mickey in writing for any proceeds or products received by Trustee as a consequence of any action directed by Mickey. In order to assure Trustee's compliance with Mickey's directions concerning Mickey's Assets pursuant to the provisions of this Trust Agreement, Mickey hereby covenants and agrees to and with Trustee to indemnify and hold harmless Trustee from any and all claims, demands, causes of action, actions or suits, and costs (including, without limiting the generality of the foregoing, reasonable attorney fees with or without suit or action, and, if suit or action, at trial or on appeal). As security for the foregoing covenant to indemnify and hold harmless Trustee, Trustee is hereby given (in addition to all powers conferred by law) a lien upon Mickey's Assets (both principal and income) for the payment thereof, including, but not limited to, the right to take possession

of Mickey's Assets for the purpose of reimbursing Trustee of any sums due Trustee by way of this covenant to indemnify Trustee or hold Trustee harmless.

Powers of Trustee Over Management Assets: Trustee shall have, in addition to all powers conferred by law, the right and power over any asset subject to this Trust Agreement which become a Management Asset to do all other acts which are, in Trustee's judgment, needful or desirable for the proper and advantageous management of such Management Asset, subject to the limitation with reference to Management Assets set forth below. Included in the foregoing sentence, without limiting the generality of the foregoing, are the following specific powers:

- a. Securities: To invest any property forming part of the Trust Estate in such securities, including securities issued by or insured by the United States of America, State thereof, or political subdivision of such State, or any country other than the United States of America, common or preferred stocks, notes, debentures, or fractional shares of any corporation, and shall have like authority to exercise, or sell, stock subscription or commission rights, and to purchase fractional shares needed to round out fractional shareholdings that might arise concerning any stock held pursuant to the authority granted hereby. To open an account, or accounts, with any brokerage firm or company, including, but not limited to, a street account. In addition, any Corporate Trustee shall have the right to acquire its own stock and to either vote any stock subject to this Trust Agreement (including its own stock), or give its proxy to vote such stock comprising a Management Asset of Mickey, during Mickey's lifetime, to Mickey. Trustee may also sell any of the investments referred to in this paragraph.
- b. Real Property: To receive and continue to hold, at the expense of the Trust Estate any real property forming a part of the Trust Estate even if the retention of such real property may not produce a positive cash flow or may result in a loss; to make reinvestments and changes of investment of said real property from time to time and to collect the income therefrom, with full power, as occasion may require, to sell, exchange, transfer, assign, grant options to buy, lease, including leases extending beyond the term of any trust created by this Trust Agreement; to encumber or otherwise alienate all or any part of such real property in such manner and upon such terms as may be most beneficial to the Trust Estate.
- c. Agricultural Property: To the extent that any portion of the Trust Estate should consist of any interest in agricultural property, Trustee may: Operate the agricultural property with hired labor, tenants, or sharecroppers; hire such manager, or professional management service, to supervise the operation of the agricultural property; lease or rent the agricultural property for cash or on shares; sell, purchase, exchange, or otherwise acquire or dispose of farm machinery, livestock, farm products, timber, supplies, and services used in connection with the agricultural property; remove, construct, repair, and improve fences, structures, and buildings of all kinds on the agricultural property; fertilize, terrace, clear, ditch, and drain lands, install irrigation systems, and in general follow soil conservation and other practices designed to conserve, improve, and maintain the fertility and productivity of the agricultural property; carry on reforestation; carry on both a crop and livestock program, including the raising, purchasing and selling of livestock and any farm products whatever; borrow money, and pledge harvested or growing crops, timber or livestock as security for the same; execute contracts, notes, chattel mortgages and other agreements relating to agriculture with the Commodity Credit Corporation, the Secretary of Agriculture of the United States, or any other officer or agency of the federal or state governments, or of any corporation organized under them or any Production Credit Association, or any Federal Land Bank; enter into acreage reduction agreements; make soil conservation commitments; and in general, do all acts necessary to cooperate with any governmental agricultural program and participate in and receive all payment and other benefits and proceeds under any such programs. The expense of any and all of the foregoing powers shall be at the sole risk of the Trust Estate and any losses shall be borne by the Trust Estate in absence of gross mismanagement, gross neglect, or fraud.
- d. Retain Property and Operate Business: To retain any property and to continue and operate any business received as part of the Trust Estate for such period as Trustee may deem expedient, at the sole risk of the Trust Estate.
- e. Borrow Money and Loan Trustee's Funds: To borrow money and to loan or advance Trustee's own funds to any trust created by this Trust Agreement for any trust purpose at prevailing rates of interest and to mortgage and hypothecate the property and securities of the Trust Estate in whole or in part as security for the repayment of such loans or advances.
- f. Make Repairs: To make such expenditures for the repairing, improving and rebuilding of any property of the Trust Estate as Trustee may deem necessary.
- g. Use a Nominee of Title: To hold securities and other property in the name of Trustee or, in the name of Trustee's nominee, but Trustee shall be responsible for the acts of such nominee affecting such property if the assets held in the name of a nominee is a Mickey's Management Asset.
- h. Pay Expenses: To pay all taxes, charges, commissions and other expenses of the Trust Estate, including reasonable compensation for Trustee's own services. The compensation of Trustee signatory to this Trust Agreement shall be limited as provided in the Trust Agreement.

The compensation of any Corporate Trustee selected to serve as a Successor Trustee pursuant to the Trust Agreement shall be in accordance with the schedule of fees in use by such Corporate Trustee at the time such fees become payable. Nothing contained herein shall preclude any Trustee from being entitled to reimbursement for all outlays, advances, costs and expenses incurred by any such Trustee in the preservation, maintenance and protection of the Trust Estate and any such Trustee shall be entitled to such reimbursement.

i. Hold Trust Estate as Undivided Whole: Except as may be otherwise specifically provided herein; to hold the Trust Estate as an undivided whole without separation into any separate trusts created by the Trust Agreement for such period as Trustee shall deem expedient, but no such undivided holding shall defer or postpone vesting or distribution under the trusts and powers herein declared.

j. Determine Principal and Income: To determine, in all cases, what receipts are income and what are principal and what disbursements are chargeable to income and what are chargeable to principal; provided, however, if there shall be included in the Trust Estate any share in a regulated investment company, all regular dividends or stock split-ups and all dividends designated by the issuer as capital gain dividends shall be considered principal. This provision shall not be construed as contradictory to nor limiting of, the treatment of income during the lifetime of Mickey, or the lifetime of a beneficiary of a trust for the lifetime of a beneficiary, as including gains on sales of capital assets and other receipts defined by the Internal Revenue Code as a capital gain.

k. Protection and Realization of Assets: To take any action with respect to conserving or realizing upon the value of any assets and with respect to foreclosures, reorganization or other changes affecting any asset; to collect, pay, contest, compromise or abandon demands of or against the Trust Estate, wherever situated; and to execute contracts, notes, conveyances and other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the Trust Estate, and containing provisions excluding personal liability.

l. Employ Professionals: To employ any custodian, attorney, accountant, corporate fiduciary, or any other agent or agents to assist Trustee in the administration of the Trust Estate 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 Trustee, in Trustee's discretion shall determine, and shall not decrease the compensation to which Trustee may be entitled.

m. Pay to Beneficiary: To pay income or principal to which Mickey or a beneficiary is entitled directly to Mickey, to the beneficiary, to any person having custody of Mickey or the beneficiary, to the legal guardian or conservator of Mickey or the beneficiary, or to any person who, or corporation which, shall be furnishing maintenance, support or education to Mickey or the beneficiary. The receipt of any person to whom payment is made as herein authorized shall be sufficient voucher for Trustee, and in the discretion of Trustee, the recipient need not be required to account to Trustee or to any court or other person as to disposition thereof.

n. Distribution of Trust Income and Principal: To make any distribution or division of principal or income of the Trust Estate in cash, or in kind, or both, and to allot different kinds or disproportionate shares of property or undivided interest in property among those entitled to distribution. To the extent that securities or other property is determined by Trustee to be distributable under the terms of the Trust Agreement, Trustee shall distribute the same at its market value as nearly to the date of distribution as can reasonably be determined by Trustee. The judgment of Trustee as to what shall constitute a just and proper division or apportionment of assets of the Trust Estate among any distributees shall be binding and conclusive on all interested parties. Trustee may exercise any powers and discretions set forth in this paragraph for a reasonable period after termination of this Trust Agreement.

A. Initial Trustee: The Initial Trustee shall be Mickey and Mayme. Upon the death or incapacity of Mickey, Mayme shall continue as Trustee. In the event of the death or incapacity of both Mickey and Mayme, the Successor Trustee to Mayme shall be as set forth below:

B. Designation of Successor Trustee: The following provisions shall govern who shall act as Successor Trustee in the event that Mickey and Mayme should cease to be Trustee:

1. Beverly and Bud: In the event both Mickey and Mayme should cease to be Trustee, Beverly and Bud shall be Successor Trustee to Initial Trustee. In the event of the death, incapacity, or resignation of either Beverly or Bud as a Trustee, the other able and willing to act, shall continue to act as Trustee together with any successor of either of them pursuant to Subarticle 2 immediately below.

2. Designation of Successor Trustee by Beverly or Bud: Beverly and Bud shall each have the power from time to time to designate a successor to themselves to act as Trustee when either Beverly or Bud should be deceased, incapacitated, or resign. Each of them may designate the same or different persons or entities (including any corporate trustee authorized to act in the State of Oregon as a trustee) to act as Trustee in their place and stead. Any such designation shall be in writing. The writing shall be either in the form of a written instrument acknowledged as required by law for the recordation of deeds in the State of Oregon, or in the Will of Beverly or Bud. The preceding authorization to designate a Successor Trustee by Will shall not constitute a power of appointment.

3. No Trustee Designated Able or Willing to Act: If all individuals named herein as Trustee, or any successor or successors to them as provided herein should be unable or unwilling, then a Successor Trustee shall be selected as follows:

a. Mickey's Grandchildren: If there are any of Mickey's grandchildren living and competent, Mickey's grandchildren shall have the power to select another Successor Trustee by majority agreement, and, if there is a deadlock, then the eldest competent grandchild of Mickey shall resolve the deadlock and the resolution by such grandchild shall be conclusively binding on those interested in the Trust Estate. If there is only one (1) grandchild of Mickey living and competent, such grandchild may select a Successor Trustee.

b. By Anyone Interested in Trust Estate: If no one authorized by the preceding subarticles of this paragraph, selects a Successor Trustee within ninety (90) days from the date that there shall be no Trustee acting under the provisions of the Trust Agreement, anyone interested in any portion of the Trust Estate may, either in person, or by and through his guardian or conservator, secure the appointment of a Successor Trustee by a Court of competent jurisdiction at the expense of the Trust Estate.

4. Successor Trustee to Include Mickey's Grandchildren: Any selection of a Successor Trustee as provided herein may include Mickey's grandchildren or a Corporate Trustee.

5. Corporate Trustee as Successor Trustee Subject to Certain Provisions: If any Successor Trustee should be a Corporate Trustee, it shall be subject to the following provisions:

a. Sale of Trust Business: In the event a Corporate Trustee should sell or transfer its business or its trust department, or should consolidate or merge with another institution authorized to transact trust business in the State of Oregon, any such successor to a Corporate Trustee shall act as successor to a Corporate Trustee without further formality other than the instruments necessary to accomplish the succession itself.

b. Resignation of Corporate Trustee: If the Corporate Trustee should resign, a successor such a Corporate Trustee shall be selected in the same manner as provided in the preceding Paragraph 3 above.

c. Removal of Corporate Trustee: A majority of the beneficiaries of the Trust Agreement, either individually, or by and through their respective guardians or conservators, may remove any Corporate Trustee acting with respect to any trust established by the Trust Agreement no longer revocable by Mickey and may designate a successor to any removed Corporate Trustee. Removal shall be effected as follows: By delivery of a written instrument personally, or by certified mail, to the then acting Corporate Trustee; by written acceptance of the office of Trustee signed by the successor to the acting Corporate Trustee selected pursuant to this provision; and by delivery of notice of such change and acceptance to all beneficiaries of any trust, or trusts, created by the Trust Agreement being then administered pursuant to the Trust Agreement. Any such removal shall be effective only upon the end of the month following the date of such removal.

6. Responsibility of Successor Trustee for Acts of Predecessor: No Successor Trustee shall be liable for any act, omission, or default of a predecessor trustee, shall have no duty to investigate or review any action of a predecessor trustee and may accept the accounting records of the predecessor trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the Trust Estate.

C. Right of Resignation: Any Trustee shall have the right to resign at any time; provided, however, that the effective date of such resignation shall be at the end of the month following the date of such resignation. Any resignation of a Trustee shall be in writing acknowledged in the form required for the recordation of instruments in the State of Oregon.

A. The definitions set opposite the following terms shall control:

1. Mickey: The term "Mickey" shall mean A. E. WAMPLER, also known as MICKEY WAMPLER, and whose full name is ALBERT ELDON WAMPLER.
2. Mayme: The term "Mayme" shall mean MAYME WAMPLER.
3. Beverly: The term "Beverly" shall mean BEVERLY ANN WAMPLER DEMETRAKOS.
4. Bud: The term "Bud" shall mean ALBERT ELDON WAMPLER, JR.
5. Mickey's Assets: The term "Mickey's Assets" shall mean those assets of the Trust Estate subject to the provisions of Article III, A, of the Trust Agreement.
6. Mickey's Management Assets: The term "Mickey's Management Assets" shall mean those assets of the Trust Estate subject to the provisions of Article III, B, of the Trust Agreement.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Giacomini, Jones & Assoc.
 this 26th day of February A. D. 19 81 at 3:49 o'clock P. M., and
 duly recorded in Vol. M81, of Deeds on Page 3408.

By Evelyn Biehn, County Clerk
Bernetha Adelsch

Fee \$28.00

WHEN RECORDED RETURN TO:

GIACOMINI, JONES & ASSOC.
 ATTORNEYS AT LAW
 635 MAIN STREET
 KLAMATH FALLS, ORE. 97601