

CERTIFICATION OF ELEANOR B. POTTER 1982 TRUST

The undersigned hereby certify:

1. That Eleanor B. Potter, D.O. Potter, and Katherine P. Parker are Trustees of that certain Trust created by Trust Agreement dated the same date as this Certificate wherein Eleanor B. Potter is Trustor and Eleanor B. Potter, D.O. Potter, and Katherine P. Parker are Initial Trustee.

2. That, for the purposes of convenience, the Trust created by the aforesaid Trust Agreement is named "ELEANOR B. POTTER 1982 TRUST".

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

a. The powers of Eleanor B. Potter over Eleanor's Assets subject to the Trust Agreement are set forth in Exhibit "A".

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

c. The successors to Eleanor B. Potter, D.O. Potter, and Katherine P. Parker are set forth in Exhibit "C".

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

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 this 14 day of January, 1982.

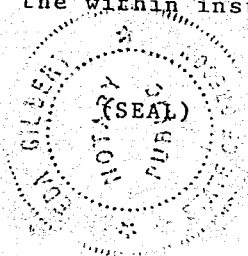
Eleanor B. Potter
ELEANOR B. POTTER

D.O. Potter
D.O. POTTER

Katherine P. Parker
KATHERINE P. PARKER

STATE OF OREGON)
) ss:
County of Klamath)

Before me on the 14 day of January, 1982, personally appeared the above named ELEANOR B. POTTER, D.O. POTTER, and KATHERINE P. PARKER, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Eds. Gilbert
NOTARY PUBLIC FOR OREGON

My Commission Expires: 6/1/85

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Possession, Custody and Management of Eleanor's Assets: Except as may be expressly provided otherwise, Eleanor shall have the exclusive possession, custody, and all power of management, without payment of rental therefor and without any accounting to Trustee thereof, of Eleanor's Assets transferred to Trustee by Eleanor. Without limiting the generality of the foregoing, the power of management shall include, but not be limited to, all powers set forth in Exhibit "B" of this Certification of Trust and as the same shall be expanded by the following provisions:

a. **Sell, Etc.:** The power of management shall include the power to sell, convey, lease, encumber, or hypothecate any Eleanor's Asset. The foregoing power to lease, encumber, or hypothecate shall include the power to do so for periods longer than the term of any trust created by the Trust Agreement.

b. **Securities:** The power of management shall also include the power to open and maintain, in the name of Trustee, the name of the 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 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.

c. **Life Insurance:** The power of management shall also include the power to hold, in the name of Trustee, in the name of the Trust, or in the name of any nominee of Trustee, any policy of life insurance on the life of Eleanor. Trustee shall not be obligated to pay the premiums on any such policy of life insurance and the named insured shall retain all rights afforded an owner of any such policy including, without limitation of the foregoing, the right to receive dividends therefrom, to borrow against such policy, or otherwise transfer the same.

d. **Trustee's Nominee:** Eleanor may act as nominee of Trustee for any of Eleanor's Assets transferred and conveyed by Eleanor to Trustee pursuant to the Trust Agreement. Without limitation of the foregoing, Eleanor shall be deemed to hold an Eleanor's Asset as nominee of Trustee where Eleanor executes and delivers to Trustee any instrument transferring any Eleanor's Asset to Trustee even though the Eleanor's Asset remains registered in the name of Eleanor, the registration in the name of Trustee of such an Eleanor's Asset is not completed, or Eleanor retains possession of the certificate, or other document and/or instrument, evidencing the title thereto. If Eleanor acts as a nominee for any Eleanor's Asset transferred to Trustee, Eleanor may receive directly any dividends, interest, income or distributions from or upon such Eleanor's Asset and neither Eleanor, nor Trustee of such Eleanor's Asset shall have any duty of accounting to the other, or to any other person, with regard thereto. If Eleanor, in possession of an Eleanor's Asset (as nominee of Trustee) should transfer title to an Eleanor's Asset to one other than Trustee, such a transfer shall constitute a withdrawal of such an Eleanor's Asset from the Trust Estate and Trustee shall have no further interest therein, nor duties with regard thereto. If Eleanor should transfer an Eleanor's Asset to a third party, Eleanor shall notify Trustee of any withdrawal of any Eleanor's Asset from the Trust Estate, but such notice shall not be a condition precedent to the effective withdrawal of an Eleanor's Asset from the Trust Estate or to the conveyance of good and sufficient title to the transferee thereof.

e. **Co-Tenancies:** If any Co-Tenancy account, or Co-Tenancy title to real property or personal property of any kind, should be established between Eleanor 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 as part of Eleanor's Assets, and, as between Eleanor and Trustee, any such Co-Tenancy account or property shall be subject to the covenants, terms, and provisions of the 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, Eleanor's Assets. Where such a Co-Tenancy account is a joint account in the nature of an Investment Account, Eleanor may write checks thereon or make withdrawals therefrom without the cosignature of Trustee, and such writing of checks or the making of withdrawals by Eleanor 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 Eleanor of any Eleanor's Asset held between Eleanor and Trustee as Co-Tenants shall be that of nominee of Trustee and not that of co-owner.

f. **Instructions by Eleanor to Trustee and Indemnification of Trustee:** Eleanor, in exercising the power to manage, possess or control any asset of the Trust Estate as herein provided, may direct Trustee, from time to time, in writing, to participate and join in any action elected by Eleanor and Trustee shall comply with such direction. The direction by Eleanor may include (without limiting the generality of the rights herein provided) direction to sell, convey, transfer, or lease any Eleanor's Asset. If Trustee is directed to take any action concerning an Eleanor's Asset pursuant to the rights herein provided, 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 Eleanor. Unless Eleanor expressly directs Trustee to pay the proceeds from the sale, leasing, or disposition of an Eleanor's Asset to Eleanor, the same shall continue to be subject to the terms of the Trust Agreement. In any event, Trustee shall promptly and fully account to Eleanor in writing for any proceeds or products received by Trustee as a consequence of any action directed by Eleanor. In order to assure Trustee's compliance with Eleanor's directions concerning Eleanor's Assets pursuant to the provisions herein provided, Eleanor 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 Eleanor's Assets (both principal and income) for the payment thereof, including, but not limited to, the right to take possession of Eleanor's 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 assets subject to the Trust Agreement which become Eleanor's Management Assets, or other than Eleanor's Assets, to do all acts which are, in Trustee's judgment, needful or desirable for the proper and advantageous management of such assets (subject to the limitations set forth herein). 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, Trustee shall have the right to acquire its own stock and to either vote any stock subject to the Trust (including its own stock), or give its proxy to vote such stock comprising an asset of the Trust to a distributee. Trustee may also sell any of the investments referred to in this subparagraph. Trustee shall have the authority to register or qualify for exemption from registration shares of stock in any corporation with any agency or agencies of any government (including, but not limited to, the Securities and Exchange Commission of the Government of the United States); to participate in any such registration or qualification for exemption from registration; to apply for and to secure the approval of any agency of any government with respect to the sale of such shares; to sell such shares to the public (or to underwriters for public sale) or to private investors or to participate in the public or private sale of such shares; to enter into an agreement with respect to any such sale with any broker, investment banker or underwriter; to make such representations, warranties and indemnities as are customarily given by a selling stockholder to any broker, investment banker or underwriter in connection with a firmly underwritten offering; to incur and to pay all expenses necessary or appropriate in connection with any such registration, qualification or sale; and to take all other action necessary or appropriate in order to consummate any such sale. Trustee is specifically authorized to retain the stock of Don Potter Machinery Co., a Delaware corporation, and of JAKE, Inc., an Oregon corporation (or any successor thereto).
- b. **Property:** To continue to hold any property (real, personal, or mixed) received in trust at the risk of the Trust Estate and not at the risk of Trustee. Trustee need not sell any of the assets in the Trust Estate merely for the sake of diversification nor for the sake of obtaining cash funds to invest in other assets which might produce more income. In addition, to sell, convey, lease, encumber, or hypothecate, any property that may become part of the Trust Estate. The foregoing power shall include the power to lease, encumber, or hypothecate, for periods longer than the term of any trust created by the Trust Agreement.
- c. **Retain Property and Operate Business:** To continue to hold any property received in trust and to operate at the risk of the Trust Estate and not at the risk of Trustee, any property or business received in trust, as long as Trustee may deem advisable, the profits and losses therefrom to inure to or be chargeable to the Trust Estate as a whole and not to the Trustee. Trustee need not sell any of such assets merely for the sake of diversification nor for the sake of obtaining cash funds to invest in other assets which might produce more income. To amplify the foregoing intent, Trustee is specifically authorized to retain the stock of Don Potter Machinery Co., a Delaware corporation, and of JAKE, Inc., an Oregon corporation (or any successor thereto). It is Eleanor's opinion, based upon personal experience, that diversification and other normal fiduciary investment rules are not as likely to produce the best investment results. It is Eleanor's specific intent that Trustee shall have the absolute discretion to hold and manage the Trust assets following investment programs similar to that which Eleanor has followed prior to any asset of the Trust Estate becoming subject to these powers. Trustee is specifically relieved of any liability or responsibility to any beneficiary for continuing to hold any property received in trust.
- d. **Borrow Money and Loan Trustee's Funds:** To borrow money and to loan or advance Trustee's own funds to any Trust created by the 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.
- e. **Make Repairs:** To make such expenditures for the repairing, improving and rebuilding of any property of the Trust Estate as Trustee may deem necessary.
- f. **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 only if such nominee is other than Eleanor.
- g. **Pay Expenses:** To pay all taxes, charges, commissions and other expenses of the Trust Estate, including reasonable compensation for Trustee's own services, which shall be based upon its schedule of fees at the time such fees become payable, if Trustee maintains a schedule, otherwise nothing.
- h. **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.
- i. **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; subject, however, to the definition of income contained in the Trust Agreement.

j. 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, reorganizations 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.

k. 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. If Trustee should have any financial interest in business of such professionals, the same shall not constitute a conflict of interest. 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. Trustee shall not be responsible for any neglect, omission, or wrong doing of any agent or employee unless Trustee fails to use reasonable care in the selection of these persons.

l. Pay to Beneficiary: To pay income or principal to which a beneficiary is entitled directly to a beneficiary, to any person having custody of a beneficiary, to the legal guardian or conservator of a beneficiary, or to any person who, or corporation which, shall be furnishing maintenance, support or education to a beneficiary, or as otherwise specifically provided in the Trust Agreement. 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.

m. Special Limitation On Powers Of Trustee During Lifetime of Eleanor: For so long as Eleanor shall live, Trustee's powers shall be subject to the following special provisions and limitations: powers of sale and other disposition hereinabove granted to Trustee with reference to any of Eleanor's Management Assets are subject to the condition that no sale or other disposition of any of Eleanor's Management Assets shall be made by Trustee without first obtaining the written approval of Eleanor. Upon the death of Eleanor, or her incapacity, the requirement of the consent of Eleanor with reference to the sale or other disposition of any asset of the Trust Estate comprising Eleanor's Management Assets shall conclusively be deemed waived insofar as Eleanor is concerned.

EXHIBIT "B"

EXHIBIT "C"

A. Initial Trustee: The Initial Trustee shall be Eleanor, Don, and Kay. Upon the death or incapacity of any of them, the ones, or one, of them able and willing to act shall act as Trustee. In the event of the death or incapacity of Eleanor, Don, and Kay, the Successor Trustee shall be as set forth herein.

B. Designation of Successor Trustee: Successor Trustee to any Trustee shall be governed by the following:

1. Power of Kay to Designate a Successor: Subject to the foregoing provisions relating to the succession of Eleanor and Don as Trustee, Kay is hereby given the power to designate in writing a successor to herself to act in her place and stead as Trustee; provided, however, that this power is not intended to create a general power of appointment and, if the same should be so construed, this power shall be absolutely null and void.

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

a. Designation of Successor Trustee by Other Beneficiaries of Trust: If all individuals named herein as a Trustee should be unable to act as a Trustee and all successors designated herein shall be unable and unwilling to act as Successor Trustee, then, in such event, Eleanor's children who are over the age of majority and competent shall have the power to select a Successor Trustee by majority agreement, and, if there is a deadlock, then the eldest of them shall resolve the deadlock and the resolution by such eldest shall be conclusively binding on those interested in the Trust Estate. If there is only one such child living and competent, such child may select a Successor Trustee.

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

c. Selection of Successor Trustee Limited: Any selection of a Successor Trustee as provided in the immediately preceding Subparagraphs a and b of this paragraph shall be limited to either a child of Trustor or a bank or trust company authorized to transact trust business in the State of Oregon.

3. Corporate Trustee as Successor Trustee Subject to Certain Provisions: If any Successor Trustee should be a Corporate Trustee (whether named in the Trust Agreement as a Successor Trustee or selected pursuant to the Trust Agreement), such Corporate Trustee 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 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 to such a Corporate Trustee shall be elected in the same manner as provided herein.

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 Eleanor 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.

4. 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.

D. DEFINITIONS: The definitions set opposite the following terms shall control:

1. Eleanor: The term "Eleanor" shall mean ELEANOR B. POTTER.
2. Don: The term "Don" shall mean D.O. POTTER.
3. Kay: The term "Kay" shall mean KATHERINE P. PARKER.

Return To:

GIACOMINI, JONES & ASSOCIATES
ATTORNEYS AT LAW
A PROFESSIONAL CORPORATION
633 MAIN STREET
KLAMATH FALLS, OREGON 97601

State of OREGON: COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the

19 day of January A.D., 1982 at 8:30 o'clock A.M., and duly recorded in

Vol. M 82 of DEEDS on page 754.

Fee \$ 20.00

EVELYN BIEHN
COUNTY CLERK

By [Signature] deputy