

13333

CERTIFICATION OF JULIANNE M. DALTON 1982 TRUST

The undersigned hereby certify:

1. That JULIANNE M. DALTON and W.C. DALTON are Trustees of that certain Trust Agreement dated the same date as this Certificate wherein JULIANNE M. DALTON is Trustor and JULIANNE M. DALTON and W. C. DALTON are Initial Trustee.

2. That, for the purposes of convenience, the Trust created by the aforesaid Trust Agreement is named the "JULIANNE M. DALTON 1982 TRUST".

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

a. The powers of JULIANNE M. DALTON over assets subject to the Trust Agreement are set forth in Exhibit "A".

b. The powers of Trustees over assets subject to the Trust Agreement are set forth in Exhibit "B".

c. The successors to JULIANNE M. DALTON and W. C. DALTON as Trustees are set forth in Exhibit "C".

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

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

DATED this 30 day of June, 1982.

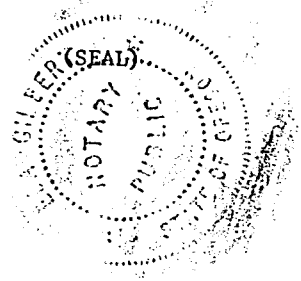
Julianne M. Dalton
JULIANNE M. DALTON, Trustor

Julianne M. Dalton
JULIANNE M. DALTON, Initial
Trustee

W.C. Dalton
W. C. DALTON, Initial Trustee

STATE OF OREGON, County of Klamath) ss: June 30, 1982

Before me personally appeared the above named JULIANNE M. DALTON and W. C. DALTON, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Eda Gilbert
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/1/85

EXHIBIT "A"

Possession, Custody and Management of Julianne's Assets: Except as may be expressly provided otherwise, Julianne shall have the exclusive possession, custody, and all power of management, without payment of rental therefor and without any accounting to Trustee thereof, of Julianne's Assets transferred to Trustee by Julianne. 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 Julianne'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 Julianne. 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: Julianne may act as nominee of Trustee for any of Julianne's Assets transferred and conveyed by Julianne to Trustee pursuant to the Trust Agreement. Without limitation of the foregoing, Julianne shall be deemed to hold a Julianne's Asset as nominee of Trustee where Julianne executes and delivers to Trustee any instrument transferring any Julianne's Asset to Trustee even though the Julianne's Asset remains registered in the name of Julianne, the registration in the name of Trustee of such a Julianne's Asset is not completed, or Julianne retains possession of the certificate, or other document and/or instrument, evidencing the title thereto. If Julianne acts as a nominee for any Julianne's Asset transferred to Trustee, Julianne may receive directly any dividends, interest, income or distributions from or upon such Julianne's Asset and neither Julianne, nor Trustee of such Julianne's Asset shall have any duty of accounting to the other, or to any other person, with regard thereto. If Julianne, in possession of a Julianne's Asset (as nominee of Trustee), should transfer title to a Julianne's Asset to one other than Trustee, such a transfer shall constitute a withdrawal of such a Julianne's Asset from the Trust Estate and Trustee shall have no further interest therein, nor duties with regard thereto. If Julianne should transfer a Julianne's Asset to a third party, Julianne shall notify Trustee of any withdrawal of any Julianne's Asset from the Trust Estate, but such notice shall not be a condition precedent to the effective withdrawal of a Julianne'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 Julianne 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 Julianne's Assets, and, as between Julianne 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, Julianne's Assets. Where such a Co-Tenancy account is a joint account in the nature of an Investment Account, Julianne may write checks thereon or make withdrawals therefrom without the co-signature of Trustee, and such writing of checks or the making of withdrawals by Julianne 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 Julianne of any Julianne's Asset held between Julianne and Trustee as Co-Tenants shall be that of nominee of Trustee and not that of co-owner.

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 Julianne's Management Assets, or other than Julianne'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 in subarticles 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 this 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 paragraph. 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.

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. **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 payments 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 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. It is Julianne'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 Julianne's specific intent that Trustee shall have the absolute discretion to hold and manage the Trust assets following investment programs similar to that which Julianne 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.

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 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.

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 only if such nominee is other than Julianne.

h. 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 the same fee as would be charged by United States National Bank of Oregon for its Trustee's services. Trustee shall also be entitled to reimbursement for all outlays, advances, costs and expenses incurred by Trustee in the preservation, maintenance, and protection of the Trust Estate without reduction of Trustee's fees.

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 this 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; subject, however, to the definition of income contained in the Trust Agreement.

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, 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.

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. 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. Trustee may employ any accounting firm of which Trustee is a partner without such employment constituting any conflict of interest.

m. 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.

A. Initial Trustee: The Initial Trustee shall be Julianne and Bill. Upon the death or incapacity of Julianne, Bill, if he is able and willing to act shall act as Trustee. In the event of the death or incapacity of both Julianne and Bill, 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. Successor Trustee to Initial Trustee: Upon the death, incapacity, or resignation of Initial Trustee, the following herein designated shall act as Successor Trustee in the following order, and if the Trustee herein designated should assume the duties of Trustee, and should thereafter resign, die, or become incapacitated, then the one next in the order herein designated and specified shall act as Trustee. Julianne hereby designates and specifies the order of Trustee as follows:

- a. First Order of Preference: Matthew.

- b. Second Order of Preference: Anthony Molatore, Jr. and Gary B. Molatore, or the survivor of them.

- c. Third Order of Preference: Molatore, Holmes, Preston & Co., Certified Public Accountants, or any successor to such firm which includes the majority of members of said firm at the time of the execution of the Trust Agreement.

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 by anyone interested in any portion of the Trust Estate, either in person, or through his or her guardian or conservator, by the securing of the appointment of a Successor Trustee by application to a court of competent jurisdiction at the expense of the Trust Estate.

3. 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.

4. No Conflict of Interest: Julianne hereby declares that it is her intent that the serving of a Successor Trustee designated in the Trust Agreement as such shall not constitute a conflict of interest if such Successor Trustee also serves as a Trustee of Carr's Trust.

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 California.

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

1. Julianne: The term "Julianne" shall mean JULIANNE M. DALTON.

2. Bill: The term "Bill" shall mean W. C. DALTON, whose full name is WILLIAM CARSON DALTON, JR. or WILLIAM C. DALTON JR.

3. Carr: The term "Carr" shall mean WILLIAM CARR DALTON.

4. Matthew: The term "Matthew" shall mean MATTHEW JAMES DALTON.

Julianne M. Dalton

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

this 7 day of July A.D. 19 82 at 4:22 o'clock P/M and
duly recorded in Vol. m*82, of Deeds on Page 8547

Fee \$20.00

By *Evelyn Biehn* EVELYN BIEHN, County Clerk