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Vol. 187 Page 19444CERTIFICATION OF TRUST

The undersigned hereby certify:

1. That Wm. V. Meade and Wm. Jack Meade are Trustees of that certain Trust Agreement dated September 15, 1976, wherein Wm. V. Meade is Trustor and Wm. V. Meade and Wm. Jack Meade are Initial Trustee.

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

a. The powers of Wm. V. Meade 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 Wm. V. Meade and Wm. Jack Meade as Trustees are set forth in Exhibit "C".

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

3. 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 15th day of October, 1987.

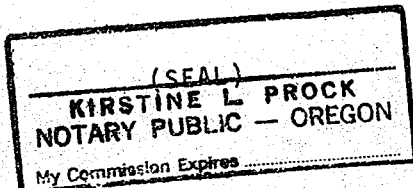
Wm. V. Meade
WM. V. MEADE, Trustor

Wm. V. Meade
WM. V. MEADE, Initial Trustee

Wm. Jack Meade
WM. JACK MEADE, Init. Trustee

STATE OF OREGON, County of Klamath) ss: October 15, 1987

Before me personally appeared the above named WM. V. MEADE and WM. JACK MEADE, 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: 12/16/88

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EXHIBIT "A"Possession, Custody and Management of Wm.'s Assets:

a. In General: Until Wm.'s Assets become Wm.'s Management Assets because of Wm.'s incapacity or death, Wm. shall have the exclusive possession, custody, and all power of management, without payment of rental therefor and without any accounting to Trustee thereof, of Assets transferred to Trustee by W. set forth in the Trust Agreement. 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 the Trust Agreement), give and vote proxies to others and vote stocks or securities declared to be Wm.'s Assets, regardless of whether said assets are held in the name of the Trustee or in the name of some other nominee of Trustee.

b. Corporate or Governmental Stocks and Securities: To the extent that any of Wm.'s Assets shall consist of corporate or governmental stocks and securities, the same may be registered in the name of Trustee and held in the custody of the Trustee or may be registered in the name of Wm. as a nominee of Trustee as provided for in Subparagraph c below. The Trustee shall deliver to Wm. 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 Wm.

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

d. Joint Bank Account: If Wm. establishes a joint bank account, or accounts, with Trustee, the establishment of such an account shall be the equivalent of an instrument designating such an account as part of Wm.'s Assets, and, as between Wm. and Trustee, any such bank account, or accounts, shall be subject to the covenants, terms, and provisions of the Trust Agreement. Deposits made from time to time by Wm. into any such joint bank account, or accounts, shall constitute an addition by Wm. to Wm.'s Assets and the balance, or balances, in any such joint bank account, or accounts, at any given time shall determine the extent to which such joint bank account, or accounts, shall constitute a Wm.'s Asset subject to the covenants, terms and provisions of the Trust Agreement. The capacity of Wm. under any Wm.'s Asset shall be that of nominee of Trustee and not that of co-owner. Where Wm. has established a joint account, or accounts, with Trustee, Wm. may write checks thereon or make withdrawals therefrom without the cosignature of Trustee, and such writing of checks and making of withdrawals by Wm. 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.

e. Instructions by Wm. to Trustee and Indemnification of Trustee: In exercising authority over Wm.'s Assets as provided herein, Wm. may direct Trustee, from time to time, to sell, convey, dispose of, lease or take any other action with respect to any Wm.'s Asset, and the consideration thereof, if any, shall be delivered to Wm., and shall be accounted for to Wm., in such manner as he may, from time to time, direct in writing. Any lease, hypothecation, or conveyance by Wm. to a third party without the joinder of Trustee shall be binding upon

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Trustee who shall execute any document reasonably required by said third party to perfect or carry out the terms of the lease, hypothecation or conveyance. Wm. shall protect and indemnify the Trustee against all losses, liabilities and expenses which may result from Wm.'s use, possession, management or control of any Wm.'s Asset, or from any action by Trustee directed by Wm. pursuant to this provision, and Trustee is hereby given (in addition to all powers conferred by law) a lien upon the income and principal of all real and personal property subject to the Trust Agreement for the payment thereof, including, but not limited to, the right to take possession of Wm.'s Assets and to reimburse Trustee from the principal of and income of the real and personal property subject to the Trust Agreement.

EXHIBIT "B"

1. Powers of Trustee Over Management Assets: Trustee shall have, in addition to all powers provided by law, the right and power, in addition to all powers conferred by law, the right and power of any asset subject to the Trust Agreement which becomes 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 Assets, as follows:

a. In General: 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, 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. In addition, any Corporate Trustee shall have the right to either vote its stock, or give its proxy to vote such stock to a beneficiary of legal age.

b. Retain Property and Operate Business: To retain any property and to continue and operate any business received in the Trust Estate for such period as Trustee may deem expedient.

c. 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.

d. Make Repairs: To make such expenditures for the repairing, improving and rebuilding of any property of the Trust Estate as Trustee may deem necessary.

e. 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 Wm.

f. Vote Stock: To vote, in any manner by Trustee deemed proper, any stock or other securities held hereunder, either directly or by proxy.

g. Pay Expenses: To pay all taxes, charges, commissions and other expenses of the Trust Estate, including reasonable compensation for Trustee's own services. The Initial Trustee and Successor Trustee shall not be entitled to compensation. The compensation of any Corporate Trustee selected to serve as a Successor Trustee pursuant to Exhibit "C", 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.

h. Holding 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: Subject to specific provisions herein, 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 shares in a regulated investment company, all regular dividends or stock split-ups and all dividends designated by the issue as capital gain dividends, shall be considered principal.

j. Pay to Beneficiary: To pay income or principal to which an incapacitated or minor beneficiary is entitled directly to the beneficiary, to any person having custody of the incapacitated or minor beneficiary, to the legal guardian or conservator of the incapacitated or minor beneficiary, or to any person who, or corporation which, shall be furnishing maintenance, support, care and/or education to the incapacitated or minor 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.

2. Direction of Wm.: Notwithstanding any other provision herein, so long as Wm.'s Assets are not Management Assets, Wm. may direct Trustee to make any acquisition, disposition, or conduct any other transaction with Wm.'s Assets.

3. Limit of Trustee's Powers: The foregoing powers of Trustee shall be subject to the limitation that if any of Wm.'s Assets should become Management Assets during Wm.'s lifetime, and Wm. is not incapacitated, no sale or disposition of any Management Asset shall be made without the written approval of Wm., and, if such approval is not secured, Trustee shall not make any sale or other disposition of any Management Asset during the lifetime of Wm. This provision may be waived in writing by Wm. and shall be deemed waived upon either the death or incapacity of Wm.; but, in the event of waiver by reason of incapacity, this provision shall be deemed reinstated if Wm. should cease to be incapacitated.

EXHIBIT "C"

A. Initial Trustee: The Initial Trustee shall be Wm. and Wm. J.

B. No Right of Resignation: Neither Initial Trustee may resign.

C. Successor Trustee: In the event a Trustee is necessary under the terms of the Trust and no Trustee is named, the children of Wm. J., or their legal guardians, as the case may be, have the right to appoint a Successor Trustee. Appointment must be by a majority vote and the appointed Successor Trustee must be a bank or trust company authorized to transact trust business in the State of Oregon. Such an appointed Successor Trustee is herein referred to as Corporate Trustee and is subject to the provisions set forth in the following Subarticle E.

D. Corporate Trustee as Successor Trustee Subject to Certain Provisions: Any Corporate Trustee acting as a Successor Trustee pursuant to the provisions of the immediately preceding Subarticle D, shall be subject to the following provisions:

1. 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.

2. Removal of Corporate Trustee: Trustor, while living and able to transact his business affairs, or, if Trustor is deceased or unable to transact his business affairs, a majority of the grandchildren of Trustor, 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 Wm. and may designate as a successor to any removed Corporate Trustee a bank or trust company authorized to transact trust business in the State of Oregon. 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 by the person, or persons, having the power to remove any Corporate Trustee and to choose a successor therefor delivered to the removed Corporate Trustee and to all beneficiaries of the trust, or trusts, created by the Trust Agreement.

E. Definitions: The definitions set opposite the following terms shall control:

1. Wm.: The term "Wm." shall mean Wm. V. Meade.

2. Wm. J.: The term "Wm. J" shall mean Wm. Jack Meade.

3. Trustor: The term "Trustor" shall mean Wm. V. Meade.

4. Initial Trustee: The term "Initial Trustee" shall mean Wm. V. Meade and Wm. Jack Meade.

5. Successor Trustee: The term "Successor Trustee" shall mean a Trustee selected as provided herein.

6. Corporate Trustee: The term "Corporate Trustee" shall mean a bank or trust company authorized to transact trust business in the State of Oregon selected as provided herein.

7. Wm.'s Assets: The term "Wm.'s Assets" shall mean those assets transferred to the Trust Estate, subject to the provisions of Exhibit "A".

8. Management Assets: The term "Management Assets" shall mean those assets transferred to the Trust Estate which are, or become, subject to the provisions of Exhibit B.

EXHIBIT "C"

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9. Trust Estate: The term "Trust Estate" shall mean those assets subject to the provisions of the Trust Agreement as the context shall require.

10. Income: The term "Income" or "net income", or words of similar import, shall mean all income, of whatever kind or nature, including specifically, but not limited to, gains on the sale of capital assets and any other receipt defined by the Internal Revenue Code as a capital gain.

11. Incapacity or Incapacitated: The term "Incapacity" or "Incapacitated" shall mean the inability to transact business affairs regardless of whether the cause is mental, physical, or disappearance.

WHEN RECORDED MAIL TO:

GIACOMINI, JONES & TROTMAN
ATTORNEYS AT LAW
635 MAIN STREET
KLAMATH FALLS, OREGON 97601

STATE OF OREGON

County of Klamath) ss:

I certify that the within
instrument was received for record
on the 27th day of October,
1987, at 9:00 o'clock A.M., and
recorded in Book M87 on Page
19444 or as filing fee number
80899.

Record of Deeds of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn, Klamath County Clerk

Klamath County Clerk Title

BY: Sam Smith Deputy

Fee: \$35.00