

838:1

K-41812

Vol. m89 Page 23012

CERTIFICATION OF BILL MEADE 1989 TRUST

The undersigned hereby certify:

1. That WM. JACK MEADE and ELLEN MEADE are Trustees of that certain Trust Agreement dated the same date as this Certificate wherein WM. JACK MEADE is Trustor and WM. JACK MEADE and ELLEN MEADE are Initial Trustee.

2. That, for the purposes of convenience, the Trust created by the aforesaid Trust Agreement is named the "BILL MEADE 1989 TRUST".

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

a. The powers of Wm. Jack 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. Jack Meade and Ellen Meade 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 20 day of November, 1989.

Wm. Jack Meade
WM. JACK MEADE, Trustor

Wm. Jack Meade
WM. JACK MEADE, Initial Trustee
Ellen Meade
ELLEN MEADE, Initial Trustee

STATE OF OREGON, County of Klamath) ss:

Before me personally appeared the above named WM. JACK MEADE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(SEAL)
KIRSTINE L. PROCK
NOTARY PUBLIC - OREGON
My Commission Expires

Kirstine L. Prock
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12/16/92

STATE OF OREGON, County of Multnomah) ss:

Before me personally appeared the above named ELLEN MEADE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

(SEAL)

NOTARY PUBLIC FOR OREGON
My Commission Expires:

AFTER RECORDING RETURN TO:

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

Brenda Klos
BRENDA KLOS
NOTARY PUBLIC - OREGON
My Commission Expires 5/22/93

EXHIBIT "A"

Possession, Custody and Management of Wm. J.'s Assets: Except as may be expressly provided otherwise, Wm. J. shall have the exclusive possession, custody, and all power of management, without payment of rental therefor and without any accounting to Trustee thereof, of Wm. J.'s Assets transferred to Trustee by Wm. J. 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 Wm. J.'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 and for any antecedent debts of Wm. J.

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 Wm. J. 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: Wm. J. may act as nominee of Trustee for any of Wm. J.'s Assets transferred and conveyed by Wm. J. to Trustee pursuant to the Trust Agreement. Without limitation of the foregoing, Wm. J. shall be deemed to hold a Wm. J.'s Asset as nominee of Trustee where Wm. J. executes and delivers to Trustee any instrument transferring any Wm. J.'s Asset to Trustee even though the Wm. J.'s Asset remains registered in the name of Wm. J., the registration in the name of Trustee of such a Wm. J.'s Asset is not completed, or Wm. J. retains possession of the certificate, or other document and/or instrument, evidencing the title thereto. If Wm. J. acts as a nominee for any Wm. J.'s Asset transferred to Trustee, Wm. J. may receive directly any dividends, interest, income or distributions from or upon such Wm. J.'s Asset and neither Wm. J., nor Trustee of such Wm. J.'s Asset shall have any duty of accounting to the other, or to any other person, with regard thereto. If Wm. J., in possession of a Wm. J.'s Asset (as nominee of Trustee), should transfer title to a Wm. J.'s Asset to one other than Trustee, such a transfer shall constitute a withdrawal of such a Wm. J.'s Asset from the Trust Estate and Trustee shall have no further interest therein, nor duties with regard thereto. If Wm. J. should transfer a Wm. J.'s Asset to a third party, Wm. J. shall notify Trustee of any withdrawal of any Wm. J.'s Asset from the Trust Estate, but such notice shall not be a condition precedent to the effective withdrawal of a Wm. J.'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 Wm. J. 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 Wm. J.'s Assets, and, as between Wm. J. 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, Wm. J.'s Assets. Where such a Co-Tenancy account is a joint account in the nature of an Investment Account, Wm. J. 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 Wm. J. 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 Wm. J. of any Wm. J.'s Asset held between Wm. J. and Trustee as Co-Tenants shall be that of nominee of Trustee and not that of co-owner.

f. Instructions by Wm. J. to Trustee and Indemnification of Trustee: Wm. J., 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 Wm. J. and Trustee shall comply with such direction. The direction by Wm. J. may include (without limiting the generality of the rights herein provided) direction to sell, convey, transfer, or lease any Wm. J.'s Asset. If Trustee is directed to take any action concerning a Wm. J.'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 Wm. J. Unless Wm. J. expressly directs Trustee to pay the proceeds from the sale, leasing, or disposition of a Wm. J.'s Asset to Wm. J., the same shall continue to be subject to the terms of the Trust Agreement. In any event, Trustee shall promptly and fully account to Wm. J. in writing for any proceeds or products received by Trustee as a consequence of any action directed by Wm. J. In order to assure Trustee's compliance with Wm. J.'s directions concerning Wm. J.'s Assets pursuant to the provisions herein provided, Wm. J. 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 Wm. J.'s Assets (both principal and income) for the payment thereof, including, but not limited to, the right to take possession of Wm. J.'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.

EXHIBIT "B"

Powers of Trustee Over Management Assets: If Wm. J.'s Assets should, during the lifetime of Wm. J., become Wm. J.'s Management Assets, Trustee shall, during the lifetime of Wm. J., have, in addition to all powers provided by the Uniform Trustees Powers Act of the State of Oregon, the rights and powers set forth in this sub-article. In event that Wm. J.'s Assets become Wm. J.'s Management Assets because of the death of Wm. J., Trustee shall have, in addition to all powers provided by the Uniform Trustees Powers Act of the State of Oregon, the rights and powers set forth herein. By way of expansion, and not limitation, of Trustee's powers contemplated in this part of the Trust Agreement, the following specific powers are included in the preceding grant of powers to Trustee:

a. **Investments:** To make such investments as Trustee shall determine from time to time to be reasonable and prudent, it being the intent of Trustor that the other powers specified in the Trust Agreement shall not be construed as limiting the powers of Trustee, but, rather, as expanding the foregoing general power of Trustee.

b. **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 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 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 Trust to a distributee. Trustee may also sell any investments referred to in this paragraph. Trustee shall have 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, Securities and Exchange Commission of the Government of United States); to participate in any such registration or qualification for exemption from registration; to apply for and to secure approval of any agency of any government with respect to 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 public or private sale of such shares; to enter into 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 selling stockholder to any broker, investment banker or underwriter in connection with firmly underwritten offering; to incur and pay expenses necessary or appropriate in connection with any such registration, qualification or sale; and take all other action necessary or appropriate in order to consummate any such sale.

c. **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.

d. **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.

e. 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 Wm. J.'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 Wm. J.'s specific intent that Trustee shall have the absolute discretion to hold and manage the Trust assets following investment programs similar to that which Wm. J. 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.

f. 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. This power shall also include, without limiting the generality of the foregoing, the power to refinance, or restructure, any antecedent debt of Trustor.

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

h. 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. J.

i. 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. 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.

j. 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.

k. 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.

l. 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.

m. 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.

n. 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. 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 this paragraph, 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. Income accrued or unpaid on trust property when received into any trust shall be treated as any other income. Income accrued or held undistributed at the termination of any interest or estate under any trust shall go to the beneficiaries entitled to the next succeeding interests, in the proportion in which they take such interests. Periodic payments out of principal not due upon the termination of any interest or estate shall not be apportioned to that date. Proration of taxes and other current expenses to the date of termination shall not be required. Trustee may exercise any powers and discretions set forth in this paragraph for a reasonable period after termination of the Trust Estate.

EXHIBIT "C"

A. Initial Trustee: The Initial Trustee shall be Wm. J. and Ellen. Upon the death or incapacity of either Wm. J. or Ellen, the one of them able and willing to act shall act as Trustee. In the event of the death or incapacity of both Wm. J. and Ellen, the Successor Trustee shall be as set forth in this Exhibit "C".

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 Trustees, 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 order herein designated and specified shall act as Trustee:

a. First Order of Preference: Calista, Mary and Doris. If any one or more of Calista, Mary, or Doris should assume the duties of Trustee and, thereafter, one of them should cease to act as Trustee, the one of them able and willing to act as Trustee shall continue to act as Trustee.

b. Second Order of Preference: Corporate Trustee.

2. Corporate Trustee as Successor Trustee Subject to Certain Provisions: If any Successor Trustee should be a Corporate Trustee (whether named in this Exhibit "C" as a Successor Trustee or selected pursuant to this Exhibit "C"), 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 selected in the same manner as provided in the preceding Subparagraph 2,a of this Exhibit "C".

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 a trust established by the Trust Agreement no longer revocable by Wm. J. 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.

3. No Trustee Designated Willing or Able to Act: If all those named herein as Trustee, or any successor, or successors, to them designated as provided in this Exhibit "C" 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 petition to a court of competent jurisdiction at the expense of the Trust Estate.

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. The definitions set opposite the following terms shall control:

1. Wm. J.: The term "Wm. J." shall mean William Jack Meade.
2. Ellen: The term "Ellen" shall mean Ellen Meade.
3. Calista: The term "Calista" shall mean Calista Meade.
4. Mary: The term "Mary" shall mean Mary Meade.
5. Doris: The term "Doris" shall mean Doris Meade.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 28th day
of Nov. A.D. 19 39 at 11:59 o'clock A.M., and duly recorded in Vol. M89
of Deeds on Page 23012.

FEE \$43.00

Evelyn Biehn, County Clerk

By Pauline Miesler