

## CERTIFICATION OF LOWELL C. JONES 1991 TRUST

The undersigned hereby certify:

1. That LOWELL C. JONES and RUTH L. JONES are Trustees of that certain Trust Agreement known as the "LOWELL C. JONES 1991 TRUST", dated the same date as this Certificate wherein LOWELL C. JONES is Trustor and LOWELL C. JONES and RUTH L. JONES are Initial Trustee.

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

- a. Powers of LOWELL C. JONES over assets subject to the Trust in Exhibit "A".
- b. Powers of Trustees over assets subject to the Trust in Exhibit "B".
- c. Successors to LOWELL C. JONES and RUTH L. JONES as Trustees and definitions of terms used herein 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 30 day of April, 1991.

Lowell C. Jones  
LOWELL C. JONES, Trustor

Lowell C. Jones  
LOWELL C. JONES, Init. Trustee

Ruth L. Jones  
RUTH L. JONES, Initial Trustee

STATE OF OREGON, County of Klamath ) ss:

Before me personally appeared the above named LOWELL C. JONES and RUTH L. JONES, 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 — OREGON

My Commission Expires

Kirstine L. Prock  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 12/16/92

WHEN RECORDED MAIL TO:

GIACOMINI & KNIIPS  
ATTORNEYS AT LAW  
706 MAIN STREET  
KLAMATH FALLS, OREGON 97601

STATE OF OREGON )  
County of \_\_\_\_\_ ) ss:  
I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in Book \_\_\_\_\_ on Page \_\_\_\_\_ or as filing fee number \_\_\_\_\_.

Record of Deeds of said County.  
Witness my hand and seal of County affixed.

BY: \_\_\_\_\_ Title Deputy

## EXHIBIT "A"

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

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

F. Instructions by Lowell to Trustee and Indemnification of Trustee: Lowell, 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 Lowell and Trustee shall comply with such direction. The direction by Lowell may include (without limiting the generality of the rights set forth herein) direction to sell, convey, transfer, or lease any Lowell's Asset. If Trustee is directed to take any action concerning a Lowell's Asset pursuant to the rights provided herein, 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 Lowell. Unless Lowell expressly directs Trustee to pay the proceeds from the sale, leasing, or disposition of a Lowell's Asset to Lowell, the same shall continue to be subject to the terms of the Trust Agreement. In any event, Trustee shall promptly and fully account to Lowell in writing for any proceeds or products received by Trustee as a consequence of any action directed by Lowell. In order to assure Trustee's compliance with Lowell's directions concerning Lowell's Assets pursuant to the provisions herein provided, Lowell 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 Lowell's Assets (both principal and income) for the payment thereof, including, but not limited to, the right to take possession of Lowell'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:** Trustee of Lowell's Assets and Lowell's Management Assets shall have, in addition to powers specified herein, all powers conferred on a trustee by Oregon Uniform Trustees' Powers Act and Oregon Uniform Principal and Income Act. Included in the foregoing sentence, and without limiting generality of foregoing, Trustee of any trust created by the Trust Agreement shall have, in addition to all powers provided by law, the following specific rights and powers (provided, however, that if Ruth should be a Trustee of any trust created by the Trust Agreement and any right or power granted herein, or by law, to Ruth should make such trust subject to taxation upon death of Ruth, such right or power shall be exercisable only by a Trustee other than Ruth and the creation, or existence, of such right or power in Ruth as Trustee shall be absolutely void):

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 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 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, 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.

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. **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 Lowell'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 Lowell's specific intent that Trustee shall have the absolute discretion to hold and manage the Trust assets following investment programs similar to that which Lowell 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. This power shall also include, without limiting the generality of the foregoing, the power to refinance, or restructure, any antecedent debt of Trustor.

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 Lowell.

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 fee shall be .75% of the gross income of the Trust Estate administered by Trustee. 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. This provision shall include any indemnity insurance of Trustee if Trustee should act as an officer or director of any corporation in which the Trust Estate holds more than a 50% interest.

I. Hold Each Trust Estate as a Separated Trust: To hold the Trust Estate of each trust created by the Trust Agreement as a separation into separate trust, but no such holding shall defer or postpone vesting or distribution under the trusts and powers herein declared nor prohibit each trust created by the Trust Agreement from holding an undivided interest in the same asset with another trust created by the Trust Agreement.

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 or special provisions regarding 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 compensation to which Trustee may be entitled. Trustee shall be responsible for any neglect, omission, or wrong doing of any agent or employee.

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. To make any distribution or division of principal or income of 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 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: For so long as Lowell's Assets do not become Lowell's Management Assets, the Trustee shall be Lowell and Ruth.

B. Successor Trustee of Lowell: If Lowell's Assets become Lowell's Management Assets, the Successor Trustee to Lowell of any trust established by the Trust Agreement shall be as specified herein.

1. Ruth and Scott as Successor Trustee to Lowell: Ruth and Scott shall act as Successor Trustee to Lowell, and if Ruth should resign, become incapacitated, or die, Scott shall continue as sole Successor Trustee, subject to provisions of immediately following paragraph.

2. Howard as Successor Trustee to Scott: If Scott should become incapacitated or die before assuming the duties of Trustee, or, if Scott should assume the duties of Trustee and should, thereafter, resign, become incapacitated, or die, Howard shall be Successor Trustee to Scott.

3. Power of Scott to Designate a Successor: Subject to the foregoing provisions relating to the succession of Scott as Trustee, Scott is hereby given the power to designate in writing a successor to himself to act in his 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. In addition, the right to designate a successor shall be effective only if all of the individuals named as Successor Trustee in the immediately preceding Paragraphs 1 and 2 should be unable, or decline, to act as Successor Trustee.

4. Power of Howard to Designate a Successor: Howard is hereby given the power to designate in writing a successor to himself to act in his 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. In addition, the right to designate a successor shall be effective only if all of the individuals named as Successor Trustee in the immediately preceding Paragraphs 1, 2 and 3 should be unable, or decline, to act as Successor Trustee.

C. Successor Trustee to Ruth: If Lowell's Assets become Lowell's Management Assets, and Ruth should resign, become incapacitated, or die, the Successor Trustee to Ruth shall be those persons specified in the immediately preceding Subpart B in the same order as set forth in said Subpart B.

D. Ruth Shall Not Be Sole Trustee: In no event shall Ruth act as sole Trustee.

E. Scott and Howard Unable to Act as Successor Trustee: If Scott and should all be unable or unwilling to act as a Trustee, and there should be, for a period of ninety (90) days no Trustee acting under the provisions of the Trust Agreement, anyone interested in any portion of any trust established by the Trust Estate (other than Ruth) 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.

F. Institutional Trustee as Successor Trustee Subject to Certain Provisions: If any Successor Trustee should be a Institutional Trustee (whether named in the Trust Agreement as a Successor Trustee or selected pursuant to the Trust Agreement), such Institutional Trustee shall be subject to the following provisions:

1. Sale of Trust Business: In the event a Institutional 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 either Oregon or California, any successor to a Institutional Trustee shall act as successor to a Institutional Trustee without further formality other than the instruments necessary to accomplish the succession itself.

2. Resignation of Institutional Trustee: If the Institutional Trustee should resign, a successor to such a Institutional Trustee shall be selected in the same manner as provided in the preceding Subpart E.

3. Removal of Institutional Trustee: A majority of the residual beneficiaries of the Trust Agreement, either individually, or by and through their respective guardians or conservators, may remove any Institutional Trustee acting with respect to any trust established by the Trust Agreement no longer revocable by Lowell and may designate a successor to any removed Institutional Trustee. Removal shall be effected as follows: By delivery of a written instrument personally, or by certified mail, to the then acting Institutional Trustee; by written acceptance of office of Trustee signed by successor to acting Institutional 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 end of month following date of such removal.

G. 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.

H. 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 either Oregon or California.

I. Definitions: The following terms used in the Trust Agreement shall have the following respective meanings (unless otherwise expressly provided herein or unless the context otherwise requires):

1. Lowell: The term "Lowell" shall mean LOWELL C. JONES, whose full name is Lowell Craig Jones.
2. Ruth: The term "Ruth" shall mean RUTH L. JONES, whose full name is Ruth Louise Jones and who is also known as Ruth Jones.
3. Scott: The term "Scott" shall mean SCOTT CRAIG JONES.
4. Peter: The term "Peter" shall mean PETER LOWELL JONES.
5. Laura: The term "Laura" shall mean LAURA MAY JONES, Peter's wife.
6. Adam: The term "Adam" shall mean ADAM FRANKLIN COLE (also known as Adam Franklin Jones) Peter's stepson.
7. Trine: The term "Trine" shall mean TRINE LAURA JONES, Peter's daughter.
8. Krystal: The term "Krystal" shall mean KRYSTAL YVONNE JONES, Peter's daughter.
9. Lowell II: The term "Lowell II" shall mean LOWELL CRAIG JONES II, Peter's son.
10. Howard: The term "Howard" shall mean HOWARD A. ANDERSEN, widower of Ruth's sister, Betty.

STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

Giacomini & Knieps

on this 3rd day of May A.D., 19 91  
at 12:06 o'clock P.M. and duly recorded  
in Vol. M91 of Deeds Page 8302.

Evelyn Biehn, County Clerk

By Debra M. Mulenders