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This instrument was recorded at request of:

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Vol. 93 Page 8339

Rel: Dani Bigby
2838 Logan
Klamath Falls, OR 97603

The recording official is directed to return this instrument or a copy to the above person.

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**Certificate of Trustee's Power and
Abstract of Trust of the
Renegade Trust**

TR 2 & Lawforms 6-90

Effective Date:

20 April 1993

County and State where Trust is Located:

Klamath, Oregon

Grantor (Name, Address and Zip Code):

Emmett Ace Bigby & Dani Bigby
2838 Logan
Klamath Falls, OR 97603

Primary Trustee (Name, Address and Zip Code):

Emmett Ace Bigby & Dani Bigby
as trustee for the Renegade Trust
dated 20 April 1993
2838 Logan
Klamath Falls, OR 97603

The following provisions are found in that certain trust agreement named and described above, by and between the above-designated Grantor and Trustee, and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with Trustee or any successor Trustee. However, in the unlikely event there is a clerical error causing a discrepancy between the original trust and this certificate and abstract of the trust, the original trust document will control the interpretation and administration of the trust.

Names and Addresses of Beneficiaries. In compliance with applicable state and federal statutes, we disclose only the names and addresses of the beneficiaries of this trust, other than the Grantors, who have a lifetime beneficial interest, as follows:

Name of Beneficiary

- a. Emmett Ace Bigby
- b. Dani Bigby
- c. Michael Laverne Rueck
- d. Tambra Sean Winebarger
- e. Delores Bigby Browning
- f. Gregory Bigby
- g. Patrick Bigby
- h. _____
- i. _____
- j. _____

Mailing Address and Zip Code

2838 Logan, Klamath Falls, OR 97603

2838 Logan, Klamath Falls, OR 97603

10058 E. Langell Valley, Bonanza, OR 97623

5608 Bel Aire Dr., Klamath Falls, OR 97603

PO Box 79, Malin, OR 97632

7295 Stonehouse Ct., Reno, NV 89511

Highway 39, Klamath Falls, OR 97603

1.1 Trust Property. Concurrently with the execution of this trust, Grantor has conveyed and delivered to Trustee the property described in a schedule of trust assets, and Trustee hereby acknowledges receipt of that property and agrees to hold and dispose of that property and all additions thereto and income therefrom IN TRUST upon the terms and conditions hereinafter set forth. Additional property from time to time may be transferred to Trustee with Trustee's consent by Grantor or by any other person, estate or trust. Any such additional property shall become a part of the trust property and shall be held, managed, invested, reinvested and disposed of on the same terms and conditions as hereinafter provided.

1.3 Designation of Successor Trustees. The Successor Trustees of the trust are as follows:

1.3.a Designation of Single Successor Trustee. References in the trust instrument to Trustee shall be deemed to include not only the original Trustee but also any additional or successor Trustee or Co-Trustee, and all the powers and discretions vested in Trustee shall be exercisable by any such additional or successor Trustee or Co-Trustee. If the primary Trustees die or otherwise cease to function as Trustee, the following persons shall serve as Successor Trustees in the order of priority hereafter set forth:

1.3.a(1) Successor Co-Trustees.

- a. Michael Laverne Rueck-10058 E. Langell Valley Rd., Bonanza, OR 97623
- b. Delores Bigby Browning-PO Box 79, Malin, OR 97632

1.3.b Upon the death, resignation, disqualification, or removal of all but the last one designated Successor Trustee, the last remaining Successor Trustee shall select a replacement in the event that he or she ceases to be a Trustee, so that the trust will always have one Trustee.

1.3.c(2) Selection Procedure. Selection shall be made by a written Affidavit of Succession mailed to the (a) then serving Co-Trustee, (b) to all beneficiaries or their representatives, and (c) recording a duplicate original where the trust has its situs.

1.13 **Place of Constructive Notice of Trust Revocation, Amendment or Trustee Succession.** The parties to this trust designate this governmental office: Klamath County Recorders Office, as the location where title companies and others may check to ascertain if this trust has been revoked or amended in any material respect to change the Trustees or Successor Trustees or the powers originally granted to the Trustees. A signed abstract of certain terms of this trust shall be filed or recorded with that public office as notice of the existence of this trust, its Grantor, Trustee, beneficiaries, powers of the Trustee, and other relevant terms. All parties dealing with this trust may rely on the abstract, amended abstracts, and other documents filed or recorded with that public office in ascertaining the status of this trust and may assume, if there are no official filings or recordings to the contrary, that no material changes have been made to the trust since the last filing or recording.

4.19 **Trustee.** References in this instrument to Trustee shall be deemed to include not only the original Trustee or Co-Trustees but also any additional or Successor Trustee or Co-Trustees, and all the powers and discretions vested in Trustee shall be vested and exercisable by any such additional or Successor Trustee or Co-Trustees.

5.2 **Trustee Powers.** In the investment, administration, and distribution of the trust estate and the several shares thereof, the Trustee (subject only to the duty to apply the proceeds and avails of the trust property to the purposes therein specified) may perform every act in the management of the trust estate which individuals may perform in the management of like property owned by them free of trust, and it may exercise every power with respect to each item of property in the trust estate, real or personal, which individual owners of like property can exercise, including, by way of illustration but not by way of limitation, the following powers:

5.2.a **To Have Rights.** To have, with respect to all trust property, all the rights, powers and privileges of an owner, including the power to give proxies, pay assessments, abandon stock, or to expend any sums deemed by Trustee to be necessary for the protection of the trust estate, and to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and to participate in and deposit securities with any creditors, bondholders, stockholders or other protective committees.

5.2.b **To Apportion Principal and Income.** To determine what is principal and what is income and to allocate receipts and expenses between them as Trustee shall in good faith determine to be in accordance with the laws of the State of the effective of this trust or such other laws as shall from time to time exist; provided, however, that notwithstanding any such laws, all dividends payable in shares of a corporation other than the declaring corporation and all capital gains distributions of any investment trust should inure to the principal.

5.2.c **To Add Net Income.** To add the portion of the net income of this trust in excess of net income distributed to principal and reinvest such amounts at the end of the taxable year of this trust.

5.2.d **To Purchase Insurance.** To carry insurance against such risks and for such amounts and upon such terms as Trustee deems necessary and for the protection of Trustee or any beneficiary of the trust estate, and to purchase policies of insurance on the life of any beneficiary of any trust, or on the life of any other person in whom any trust may have an insurable interest, and to continue in effect or to terminate any life insurance policy which may be owned or held by any trust; and to pay (from income or principal) any premiums or other charges, and to exercise any and all rights or incidents of ownership in connection therewith.

5.2.e **To Pay Costs.** To pay all costs, charges and expenses of the trust estate and pay or compromise all taxes pertaining to the administration of the trust estate which may be assessed against it or against Trustee on account of the trust estate or the income thereof, together with a reasonable compensation to Trustee for Trustee's services hereunder, including services in the matter of whole or partial distribution of the trust estate.

5.2.f **To Deal Between.** To sell or purchase assets from any trust or estate in which the beneficiary of the trust established by Grantor may be interested, including sales by the trust hereby established to any other one of the trusts hereby established; to deal in every way and without limitation or restriction with the personal representative, Trustee or other representative of any trust or estate in which any beneficiary hereunder has any existing or future interest, even though Trustee is acting in such other capacity, without liability for loss or depreciation resulting from such transactions; to purchase from, sell to, or otherwise deal with any corporation, association, partnership or firm with which any of them may be affiliated, or in which any of them may in any other way be interested, as freely as Trustee might or could deal with an independent third party, and without any greater responsibility, all rules or provisions of law to the contrary being hereby expressly waived.

5.2.g To Determine Value. To determine the market value of any investment of the trust estate for any purpose on the basis of such quotations or information as Trustee may deem pertinent and reliable without any limitation whatsoever; to distribute in cash or in kind upon partial or final distribution.

5.2.h To Hold Property. To retain, without liability for loss or depreciation resulting from such retention, original property, real or personal, received by Trustee from Grantor's estate, including but not limited to stock and securities of Trustee, for such time as to Trustee shall seem advisable; although such property may not be of the character prescribed by law or by the terms of this instrument for the investment of other trust assets, and although it represents a large percentage or all of the trust estate, that original property may accordingly be held as a permanent investment.

5.2.i To Insure and Change. To insure, improve, repair, alter and partition real estate, erect or raze improvements, grant easements, subdivide, or dedicate property to public use.

5.2.j To Develop. To develop, improve, lease, partition, abandon, subdivide, dedicate as parks, streets and alleys, and grant easements and rights-of-way with respect to any real property or improvements of this trust, and to improve, construct, repair, alter, reconstruct, or demolish any such improvements, and to lease for any periods, all or any part of the trust estate upon such terms and conditions and for such considerations as Trustee may deem advisable. Any lease may be made for such period of time as Trustee may deem proper, without regard to the duration of the trust or any statutory restriction on leasing and without the approval of any court.

5.2.k To Sell. To sell, lease, pledge, mortgage, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, any and all property at any time forming a part of the trust estate, in such manner, at such time or times, for such purposes, for such prices and upon such terms, credits and conditions as Trustee deems advisable. Any lease made by Trustee may extend beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of the trust.

5.2.l To Lease. To lease property upon any terms or conditions and for any term of years although extending beyond the period of any trust hereunder, including week to week, month to month, and year to year rentals.

5.2.m To Purchase Special Properties. To purchase or otherwise acquire, and to retain, whether originally a part of the trust estate or subsequently acquired, any and all stocks, bonds, notes or other securities, or any variety of real or personal property, including stocks or interests in investment trusts and common trust funds, as Trustee may deem advisable, whether or not such investments be of the character permissible for investments by fiduciaries, or be unsecured, unproductive, underproductive, overproductive, or of a wasting nature. Investments need not be diversified and may be made or retained with a view to a possible increase in value. Trustee may at any time render liquid the trust estates, in whole or in part, and hold cash or readily marketable securities of little or no yield for such period as Trustee may deem advisable.

5.2.n To Settle. To complete, extend, modify or renew any loans, notes, bonds, mortgages, contracts or any other obligations which the trust estate may owe or be a party to or which may be liens or charges against any property of the trust estate, although the trust estate may not be liable thereon, in such manner as Trustee may deem advisable; to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust estates against others or of others against the trust estates as Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of bonds and mortgages, and to make any payments in connection therewith which Trustee may deem advisable.

5.2.o To Hold Partnership Interests. To act as a general partner or as a limited partner in any general or limited partnership, in the same manner that an individual could act in such capacity.

5.2.p To Operate Business. To operate and manage, at the sole 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; Trustee is authorized to incorporate any unincorporated business received hereunder and to accept beneficial employment with or from any business in which the trust estate may be interested, whether by way of stock ownership or otherwise, and even though the interests of the trust estate in the business shall constitute a majority interest therein, or the complete ownership thereof; and to receive appropriate compensation from such business for such employment.

5.2.q To Dissolve Corporations. To enter into an agreement making the trust estate liable for a pro-rata share of the liabilities of any corporation which is being dissolved, and in which stock is held, when, in Trustee's opinion, such action is in the best interests of the trust estate.

5.2.r To Borrow. To borrow money for any purpose connected with the protection, preservation or improvement of the trust estate whenever in Trustee's judgment this action is deemed advisable, and as security to mortgage or pledge any real estate or personal property forming a part of the trust estate upon such terms and conditions as Trustee may deem advisable. Money may be borrowed from the banking department of the corporate Trustee.

5.2.s To Invest. To invest and reinvest the trust estate, both principal and income if accumulated, in any property or undivided interests therein, wherever located, including bonds, notes (secured and unsecured), stock of corporations (including stock of Trustee corporation), real estate (or any interest therein), and interests in trusts, including common trust funds, without being limited by any statute or rule of law concerning investments of trustees, and to hold on deposit or to deposit any funds in one or more banks, including Trustee bank, in any form of account whether or not interest-bearing; to cause any of the investments which may be delivered to or acquired by Trustee to be registered in Trustee's name or in the name of a nominee; any corporation or its transfer agent may presume conclusively that such nominee is the actual owner of any investment submitted for transfer; to retain any investment received in exchange in any reorganization or recapitalization.

5.2.t To Acquire Stock Rights. To acquire stock and securities of the Trustee corporation by the exercise of rights to acquire stock and securities issued in connection with the stock of Trustee comprising a portion of the trust estate, including but not limited to the following: To vote in person or by general or limited proxy with respect to any shares of stock or other securities held by Trustee; to consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution or liquidation of any corporation in which the trust estate may have any interest, or to the sale, lease, pledge or mortgage of any property by or to any such corporation; and to make any payments and to take any steps which Trustee may deem necessary or proper to enable Trustee to obtain the benefit of such transaction.

5.2.u To Set Up Reserves. To set up, out of the rents, profits or other income received, if any, reserves for taxes, assessments, insurance premiums, repayments of mortgage or other indebtedness, repairs, improvements, depreciation, obsolescence and general maintenance of buildings and other property, and for the equalization of payments to or for beneficiaries entitled to receive income, as Trustee shall deem advisable.

5.2.v To Make Distribution. To make any distribution or division of the trust property in cash or in kind, or both, and to allot different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or portions, and to determine the value of any such property; and to continue to exercise any powers and discretions herein given for a reasonable period after the termination of the trust, but only for so long as no rule of law relating to perpetuities would be violated.

5.2.w Broad Securities Brokerage and Margin Powers. To buy, sell and hypothecate stocks, bonds, commodities and securities of every nature on margin; to buy, sell and write "put and call" options; to engage in buying options, long and covered option writing; and, in connection therewith, to borrow money and to pledge any and all stocks, bonds and securities, to execute any and all agreements on behalf of the trust which any broker may require to establish a margin account or otherwise deal in stocks; and to transact all types of securities transactions with a brokerage firm that are allowed under SEC regulations.

5.2.x To Delegate Powers. To delegate powers, discretionary or otherwise, for any purpose to one or more nominees or proxies with or without power of substitution; to make assignments to and deposits with committees, trustees, agents, depositories and other representatives; and to participate and retain any investment received in exchange in any reorganization or recapitalization.

5.2.y To Employ Agents. To employ agents, experts and counsel, investment or legal, even though they may be associates with, employed by, or counsel for Trustee or any beneficiary of the trust estate; and to make reasonable and proper payments to such agents, experts or counsel for services rendered.

5.2.z To Keep Property in Name of Nominee. To keep any property in the name of a nominee with or without disclosure of any fiduciary relationship.

5.2.aa To Designate Signator on Bank Accounts. To have the power to designate, as signator or joint signator on any trust bank account, any person Trustee desires to designate. This person shall act as agent for Trustee and may sign on the bank account, deposit funds in the bank account, or otherwise deal with the bank account.

5.2.bb To Guarantee Debts. To sign guarantees of loans and co-sign or endorse any type of loan document and thus obligate the trust assets for and on behalf of any individual, partnership, corporation, trust, or other type of participating interest or with which the trust is involved in some type of business relationship and to guarantee an indebtedness, co-sign or endorse an indebtedness for and on behalf of one of the named beneficiaries of the trust should Trustee deem it helpful to a beneficiary. This power supplements the power of Trustee to borrow. Grantor contemplates that many times in the business world, it is more advantageous for an individual or trust to make arrangements to guarantee a loan rather than directly borrowing the funds, and then lending the funds from the trust to the business ventures with which the trust may be associated, or from the trust to the beneficiary of the trust.

5.2.cc To Transfer Situs. To transfer the situs of the trust estate to some other place; and in so doing, to resign and appoint a substitute Trustee who may delegate any and all trustee powers to the appointing Trustee as agent, and to remove any substitute Trustee appointed pursuant to this paragraph at any time and appoint another, including the appointing Trustee.

5.2.dd To Receive Additional Assets. To receive additions to any trusts established under this agreement from any source, and to administer such additions according to the terms of this agreement.

5.2.ee To Commence or Defend Litigation. To commence or defend such litigation with respect to the trust or any property of the trust as Trustee may deem advisable, at the expense of the trust; and to compromise, abandon, or otherwise adjust any claims or litigation against or in favor of the trust.

5.2.ff To Make Joint Investments. To make joint investments for any two or more trusts hereunder.

5.2.gg To Reorganize. To unite with the owners of other securities in carrying out any plan for the reorganization of any corporation; to deposit securities in accordance with any such plan; and to pay any expenses which may be required with reference to any such plan.

5.2.hh To Make Loans. To make loans to any person, including any beneficiary, with adequate interest and adequate security.

5.2.ii To Render Liquid. To render liquid the trust estate or any trust created hereunder, in whole or in part at any time or from time to time, and hold cash or readily marketable securities of little or no yield for such period as Trustee may deem advisable.

5.2.jj To Exploit Oil, Gas and Other Mineral Interests. To drill, mine and otherwise operate for the development of oil, gas and other mineral interests; to enter into contracts relating to the installation and operation of absorption and repressuring plants; to enter into unitization or pooling agreements for any purpose including primary or secondary recovery; to place and maintain pipelines and telephone and telegraph lines; to execute oil, gas and mineral leases, division and transfer orders, grants and other instruments; and to perform such other acts as Trustee deems appropriate, using such methods as are commonly employed by owners of such interests in the community in which the interests are located.

5.2.kk To Appoint Ancillary Trustee. To appoint an individual or another corporation as Trustee if the Trustee is unable to act with respect to real and tangible personal property not located in the state of the trust's situs. The appointed Trustee (1) shall have all the powers of the appointing Trustee, to be exercised, however, only with the approval of the appointing Trustee, (2) shall not, unless required by law, make periodic judicial accountings, but shall furnish the appointing Trustee with semi-annual statements, and (3) may delegate any or all trust powers. The appointing Trustee is to require any Trustee so appointed to remit to the appointing Trustee the income and net proceeds of any sale of any property and the appointing Trustee may remove any Trustee appointed pursuant to this paragraph at any time and to appoint another, including the appointing Trustee.

5.7 Authority. No person dealing with Trustee shall be obliged to inquire as to Trustee's powers or to see to the application of any money or property delivered to Trustee. Trustee shall not be required to obtain authority or approval of any court in the exercise of any power conferred hereunder. Trustee shall not be required to make any current reports or accountings to any court nor to furnish a bond for the proper performance of Trustee's duties hereunder. Trustee may execute and deliver any and all instruments in writing which Trustee may deem advisable to carry out any of the foregoing powers. No party to any such instrument in writing signed by Trustee shall be obliged to inquire into its validity, or be bound to see to the application by Trustee of any money or other property paid or delivered to Trustee pursuant to the terms of any such instrument.

5.11 Succession of Powers. Each Successor Trustee under this agreement shall have, exercise, and enjoy all the rights, privileges and powers, both discretionary and ministerial, as are given and granted to the original Trustee, and shall incur all the duties and obligations imposed upon the original Trustee.

7.4 Payments. All payments of income or principal shall be made to the respective beneficiaries in person or upon their personal receipts, or may at their discretion be deposited in any bank to the credit of such beneficiary in any account carried in the beneficiary's name or jointly with another or others. Payments or distributions to an incompetent beneficiary may nevertheless be made by Trustee for the benefit of such beneficiary in such of the following ways as in Trustee's opinion will be most desirable:

- a. directly to such beneficiary;
- b. to beneficiary's legal representative;
- c. to some near relative or friend; or
- d. by Trustee using such payments directly for the benefit of such beneficiary.

A beneficiary shall be determined to be incompetent in the same manner as prescribed in Part Eight for determining a Trustee to be incompetent or if a beneficiary is a minor or under legal disability declared by a court of competent jurisdiction, or if a beneficiary shall be incapacitated so as to make it impossible or impracticable for such person to give prompt and intelligent consideration to business matters. Trustee may act upon such evidence of the competency or incompetency of any person as Trustee shall deem appropriate and reliable without liability by reason thereof.

9.1.c Acts of Trustees. If there are two Trustees, both must consent and act to bind the trust. If there are three or more Trustees, then the act of a majority of the Trustees shall constitute the act of the trust. Unanimous approval of Trustees shall be necessary only when expressly provided for elsewhere in this trust.

9.5 One Trustee Authority to Sign Insurance Applications and Tax Documents. If any insurance is purchased by the Trustees of this trust, any one of them may sign life, property and casualty or other insurance applications and other paperwork necessary to purchase and process the policies. The reason for this special authority to any one of the Trustees is that sometimes speed is necessary in obtaining insurance coverages and damages may be caused to the trust by the unnecessary delays of finding one Trustee. Any one of the Trustees may sign tax applications, returns and other tax and governmental forms and paperwork that may be required from time to time.

11.1 Power in Grantor During Lifetime of Grantor. In addition to any powers reserved to the Grantor elsewhere in this trust, Grantor reserves the right at any time or times to amend or revoke this instrument and the trusts hereunder, in whole or in part, by an instrument or instruments in writing, signed by Grantor and delivered in Grantor's lifetime to Trustee.

In confirmation and affirmation of the foregoing, the undersigned, as Grantor and Trustee, hereby state that the assertion by any Trustee hereinabove designated that (a) he or she is acting alone or with another as a qualified Trustee, or (b) he or she is acting with full delegated powers from a Co-Trustee, shall be sufficient on its face, and no person shall be put to further inquiry into the right of such Trustee to so act.

Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certificate and Abstract.

IN WITNESS WHEREOF, the parties execute this legal instrument intending that it be effective on the Effective Date and at the Effective Place of Execution.

Signature of Grantor

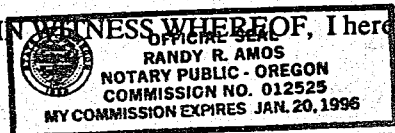
Signature of Trustee

STATE OF Oregon)
County Of Klamath) ss.)

ACKNOWLEDGEMENT OF GRANTOR

On this date, APRIL 20, 1993, before me, the undersigned Notary Public, personally appeared Dani Bigby, who acknowledged himself/herself/themselves to be the person named herein and executed the within instrument of the purposes contained therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Expiration Date

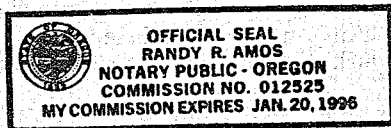
Notary Public

STATE OF Oregon)
County of Klamath) ss.)

ACKNOWLEDGEMENT OF TRUSTEE

This instrument was acknowledged before me this date, April 20, 1993, by Dani Bigby, who acknowledged himself/herself/themselves to be the acting Trustee, being authorized to so do, executed the within instrument for the purposes therein contained by signing for that trust as such Trustee.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Expiration Date

Notary Public

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Dani Bigby the 21st day of April A.D. 19 93 at 10:45 o'clock AM., and duly recorded in Vol. M93 of Deeds on Page 8339

FEE \$45.00

Evelyn Biehn County Clerk

By Dani Bigby