

11-02-93A09:38 RCVD

**CERTIFICATE OF TRUST EXISTENCE AND AUTHORITY****To Whom It May Concern:**

On the date hereinafter set forth, the undersigned entered into a revocable trust agreement in the capacities indicated below their respective signatures.

The following provisions are found in said trust agreement and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with any of the original trustees or their successors:

Name of Trust: This Trust shall be known as the W. M. and A. U. WALDRIP TRUST.

**Reservations:**

The Settlers may at any time or times during their joint lifetimes by instrument in writing delivered to the Trustee amend or revoke this Agreement in whole or in part. The Trust property to which any revocation relates shall be conveyed to the Settlers and each of them in accordance with their ownership thereof. This power is personal to a Settlor and may not be exercised by his or her legal representative or others. Upon the death of the first to die of the Settlers he or she shall have the power by his or her will making specific reference to this power to dispose of his or her share of the community property and his or her separate property held hereunder, and the provisions of this Agreement with respect to the disposition of that property after his or her death shall be applicable only to the extent that this power is not exercised. This Agreement shall not thereafter be subject to amendment or revocation.

**Trustee:**

The Trustees are WILLIAM M. WALDRIP and ANNA U. WALDRIP.

During joint lives of the Co-Trustees, either Trustee shall have the right to exercise any of the powers set forth in this Agreement as to any or all of the Trust assets. Should either Trustee become disabled and unable to perform his or her duties as Trustee, the other Trustee shall have the right to exercise all powers set forth herein. At the death of the first Trustee, the Surviving Trustee shall have the right to exercise all powers given Trustee under this Agreement.

Return: Whitehill, West, Rowland  
335 N. Wilmet-#500  
Tucson, Az. 85711

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For purposes of this Agreement, a Trustee shall be considered to be unable to act as Trustee if he or she is under a legal disability or by reason of illness or mental or physical disability is unable to give prompt intelligent consideration to financial matters. The determination as to a Trustee's inability at any time shall be made by a physician who has personally examined the Trustee and has issued his or her written opinion so stating. Any successor Trustee and any other person dealing with the trust may rely upon written notice of that determination.

Settlors or the survivor thereof shall have the right to nominate a successor Trustee if, at any time, the Trustee elects to withdraw as Trustee of this Trust.

On death of the Surviving Trustee or inability of Trustees or survivor of them to administer this Trust, PATRICIA ROSE CHASTAIN shall be appointed as Successor Trustee. If she is unable or unwilling for any reason to serve, DIANE MARIE JUNG shall be appointed as Successor Trustee.

Any Trustee may resign at any time by written notice to the Settlor if living, otherwise to each beneficiary then entitled to receive or have the benefit of the income from the Trust. In the event of resignation of a Trustee and none of the Successor Trustees named in this Trust is willing or able to act as Trustee, the Settlor if living, otherwise the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the Trust, may appoint a successor Trustee.

Every Successor Trustee shall have all the powers given the originally named Trustee. No Successor Trustee shall be personally liable for any act or omission of any predecessor. With the approval of the Settlor if living, otherwise of the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the Trust, a Successor Trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor Trustee without incurring any liability for so doing.

The parent, guardian, or conservator of a beneficiary under disability shall receive notice and having authority to act for such beneficiary under this section.

#### Administrative Powers:

The Trustee shall hold, manage, care for and protect the Trust property and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

- (a) To retain any property (including stock of any corporate Trustee hereunder or of a parent or affiliate company) originally constituting all or part of the trust or subsequently added thereto, although not of a type, quality of diversification considered proper for trust investment;
- (b) To invest and reinvest the Trust property in bonds, stocks, mortgages, notes, or other property of any kind, real or personal, suitable for the investment of trust funds;
- (c) To cause any property, real or personal, belonging to the Trust to be held or registered in the Trustee's name or in the name of a nominee or in such other form as the Trustee deems best without disclosing the Trust relationship;
- (d) To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security of a bank or bank holding company and any security as to which the Trustee is precluded by law or administrative action from exercising voting discretion, shall be voted as directed by the beneficiaries then entitled to receive or have the benefit of the income from the Trust; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefor;
- (e) To lease Trust property for any period of time though commencing in the future or extending beyond the term of the Trust;
- (f) To borrow money from any lender, including a Trustee hereunder individually, extend or renew any existing indebtedness and mortgage or pledge any property in the Trust;
- (g) To sell at public or private sale, contract to sell, convey, exchange, transfer, and otherwise deal with the Trust property and any reinvestments thereof from time to time for such price and upon such terms as the Trustee sees fit;
- (h) To employ agents, attorneys, and proxies and to delegate to them such powers as the Trustee considers desirable;
- (i) To compromise, contest, prosecute, or abandon claims in favor of or against the Trust;
- (j) To divide or distribute the Trust property in cash or in kind, or partly in each, or in undivided interests or in different assets or disproportionate interests in assets; to value the Trust property for such purposes; and to sell any property in



order to make division or distribution;

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(k) To deal with, purchase assets from or make loans to, the fiduciary of any trust made by the Settlers or either of them or any member of his or her family or a trust or estate in which any beneficiary under this Agreement has an interest, though a Trustee hereunder is such fiduciary, and to retain any property so purchased;

(l) To maintain or to terminate any life insurance policy included in the Trust property to pay premiums thereon from principal, and to exercise all incidents of ownership in connection therewith;

(m) To establish out of income and credit to principal reasonable reserves for depreciation, obsolescence, and depletion; and

(n) To perform other acts necessary or appropriate for the proper administration of the Trust, execute and deliver necessary instruments and give full receipts and discharge.

Spendthrift Provisions:

The interests of beneficiaries in principal or income shall not be subject to the claims of any creditor, any spouse for alimony support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. This provision shall not limit the exercise of any power of appointment.

Disclosure of Beneficiaries:

Pursuant to A.R.S. Section 33-401, the Beneficiaries of this Trust are as follows:

William M. Waldrip  
14450 S. 4th Avenue  
Yuma, Arizona 85364

Anna U. Waldrip  
14450 S. 4th Avenue  
Yuma, Arizona 85364

Mary Ann Thompson  
31A Smith Road  
Watsonville, CA 95076

Patricia Rose Chastain  
5613 E. Cooper  
Tucson, Arizona 85711

Diane Marie Jung  
1330 S. 10th Avenue  
Yuma, Arizona 85364

In confirmation and affirmation of the foregoing, the undersigned as Settlers and Trustee hereby state that the assertion by any Trustee hereinabove designated that he or she is acting as a qualified trustee shall be sufficient on its face and no person

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shall be put to further inquiry into the right of such trustee to so act.

Dated this 22 day of October, 1993.

William M. Waldrup  
WILLIAM M. WALDRIP, Settlor

Anna U. Waldrup  
ANNA U. WALDRIP, Settlor

William M. Waldrup  
WILLIAM M. WALDRIP, Trustee

Anna U. Waldrup  
ANNA U. WALDRIP, Trustee



STATE OF ARIZONA )  
COUNTY OF PIMA ) ss.

The foregoing instrument was acknowledged before me this 22 day of October, 1993, by WILLIAM M. WALDRIP and ANNA U. WALDRIP, in the capacities of Settlers and Trustees.

Douglas E. Douglas  
Notary Public  
My commission expires: 3-17-97

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Whitehill, West, Rowland et al the 2nd day of Nov A.D., 19 93 at 9:38 o'clock A M., and duly recorded in Vol. M93 of Deeds on Page 28787

FEE \$30.00

Evelyn Biehn, County Clerk  
By Douglas M. Mullendore