

APPENDIX "D"  
Certificate of Trust

## CERTIFICATE OF TRUST

I, A. , hereby declare under penalty of perjury under the laws of the State of California and certify that:

1. On September 7, 2006, Elliott . , as Settlor, and Jonathan A. . , as Trustee, signed a Declaration of Trust which established a revocable living trust known as The Elliott . 2006 Trust ("the Trust").

2. This Certificate of Trust is a true and correct representation of the terms of the trust instrument.

3. Jonathan A. . is the sole currently acting Trustee of the Trust.

4. The Trust is not of record in any court of law and has not been recorded in the public records of any county.

5. The Trust has not been revoked, modified, or amended in any manner which would cause the representations contained herein to be incorrect.

6. Elliott . has reserved the sole right and authority to amend and revoke the Trust as long as he is alive.

7. Elliott . is the sole current beneficiary of the Trust.

8. Title to assets of the Trust should be taken in substantially the following form:

"Jonathan . as Trustee of The Elliott . 2006 Trust dated September 7, 2006."

9. The Tax Identification Number of the Trust may be obtained from the Trustee.

10. This Certificate of Trust is intended to serve as a "Certification of Trust" under California Probate Code section 18100.5, as amended. Its purpose is to certify the existence of the Trust, the identity and powers of the Trustee, the manner of taking title to assets, and to summarize some of the more important provisions of the Trust so that the Trustee can deal with third parties, such as financial institutions, stock transfer agents, brokerage houses, title companies, insurance companies, and others, without disclosing the entire Declaration of Trust, which is a private and confidential document.

11. All third parties dealing with the trustees may rely on this Certificate of Trust as a true statement of the provisions of the Trust described herein as of the date the Certificate is presented to such third party (regardless of the date of execution of this Certificate of Trust), unless the third party has actual knowledge that the representations contained herein are incorrect.



12. Under the terms of the Trust, the trustee's powers include the following:

(a) To sell (for cash or on credit), exchange, purchase and retain assets, to improve, alter, lease (including for periods beyond the duration of a trust), partition and otherwise deal with and manage trust property, and to invest and reinvest in preferred or common stocks, bonds, mortgages, investment company shares, money market and mutual (including index) funds, common trust funds maintained by a successor corporate Trustee, interest-bearing accounts, and any other property, real or personal, foreign or domestic.

In exercising these powers the Trustee is not bound by legal restrictions on investment by Trustees, and may acquire and maintain insurance on the lives of beneficiaries and may acquire, retain or improve assets on any reasonable basis despite the normal duty of Trustees to diversify investments or to avoid or dispose of those that are unproductive, underproductive or of a wasting or overproductive nature.

(b) To receive additional property from any source and to acquire or hold properties jointly or in undivided interests or in partnership (or joint venture) with other persons or entities, including the Settlor, the Trustee individually and any one or more of the beneficiaries of this trust and the estates of and other trusts established by the Settlor or any beneficiaries; and properties may be purchased from, sold to or exchanged with, and funds may be borrowed from or loaned to, any such Trustees, beneficiaries, estates and trusts (including separate trusts under this instrument) at fair values and on fair and equitable terms appropriate to the Trustees' fiduciary responsibilities.

(c) To enter, continue or participate in the operation of any business or other enterprise, including as a sole proprietor, as a general or limited partner, or as a shareholder, and to incorporate, liquidate, reorganize or otherwise change the form or terminate the operation of the business or enterprise, and contribute capital or loan money to the business or enterprise.

(d) To acquire, exercise, grant or dispose of options, put and call options (including the granting of options to purchase and sell securities), on equity, non-equity or currency options, common trust funds and other property of any kind, real or personal, on margin or otherwise (including short sales), irrespective of any statute or rule of law limiting the investment of trust assets, and to acquire, exercise, grant or dispose of privileges or rights with respect to securities or other property including but not limited to rights to vote, grant proxies, subscribe, convert or assent to or participate in compromises, releases, renewals or extensions, modifications, reorganizations, recapitalizations, consolidations, liquidations and the like, and to abandon or otherwise deal with any property or interests in any manner deemed to be in the best interests of the trust or trusts.

(e) To borrow funds, guarantee or indemnify in the name of the trust and to secure any obligation or mortgage, pledge or other security interest, including for a term extending beyond the period of the trust, and to renew, extend or modify any such obligations; such obligations may be entered into without personal liability of the Trustee, and lenders shall have no duty to see to the application of the proceeds.



(f) To lease trust property for terms within or beyond the term of the trusts and for any purpose, including exploration for removal of gas, oil and other minerals; and to enter into community oil leases, pooling and unitization agreements.

(g) To prosecute, defend, contest or otherwise litigate legal actions or other proceedings for the protection or benefit of a trust or trusts or the Trustees; to pay, compromise, release, adjust or submit to arbitration any debt, claim or controversy, and to insure the trust or trusts against any risk and the Trustees against liability with respect to third persons.

(h) To acquire and maintain insurance on the lives of beneficiaries; and with respect to any policies on the life of the Settlor or beneficiary to pay premiums, assessments or other charges, to keep policies in force, and to convert or divide any policy that may be held with other trusts, the Settlor or beneficiaries. The Trustee shall be under no duty to pay premiums or otherwise maintain life insurance policies not owned by the Trustee, or to keep informed or take action to keep such policies in force. The Trustee shall collect sums payable to the trust, trusts, or Trustee under any insurance policies, pension plans or other contracts, upon receipt of actual notice of a death or other event upon which such right of payment arises; and the Trustee shall have the power to take such action as it deems appropriate to enforce any claims of the trust estate under such policy, plan or contract and to compromise, arbitrate or otherwise settle such claims, all at the expense of the trust estate but with no obligation on the Trustee to incur expenses or liabilities that cannot be paid from trust funds or for which the Trustee has no assurance of indemnification.

(i) To hold property in the name of a nominee, or unregistered or in a manner that will allow title to pass by delivery or will otherwise facilitate proper administration; and to allow the Settlor individually to sign and issue checks and to withdraw funds from checking or savings accounts directly, if and to the extent the funds are subject to the Settlor's power of revocation.

(j) To employ custodians, attorneys, accountants, investment advisers, corporate fiduciaries or any other agents or advisers to assist the Trustee in the administration of this trust, and the Trustee may rely on the advice given by these agents. The Trustee shall pay reasonable compensation for all services performed by these agents from the trust estate.

(k) To make divisions, allocations (including to independent shares) or distributions in cash or in kind, including in undivided interests, by prorata or non-prorata division, or in any combination of these ways (with no obligation to take account of the tax basis of the assets) in the discretion of the Trustee; and there need be no physical division or segregation of various properties, trusts or trust shares, except as required for purposes of terminations, withdrawals or distributions, although separate records and accounts shall be maintained for undivided interests and for separate trusts and shares of the trust or trusts.

(l) If income or principal is payable to a minor, to a person under legal disability, or to a person not adjudicated incompetent but who, by reason of illness or mental or physical disability, is in the opinion of the Trustee unable to manage the distribution properly, then the Trustee may, in its reasonable discretion, pay such income or principal in any of the following ways: (1) to the beneficiary directly; (2) to the legally appointed guardian or conservator of the beneficiary; (3) to a custodian for the beneficiary under the Uniform Transfers



to Minors Act; (4) for the benefit of the beneficiary; or (5) to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary.

(m) To disclaim, release, or restrict the scope of any administrative power held in connection with any trust created under this instrument, whether such power is expressly granted or implied by law, by a written instrument specifying the power to be disclaimed, released, or restricted and the nature of any such restriction. Any power disclaimed or released by the Trustee shall be extinguished except to the extent this instrument expressly provides that such power pass to another.

(n) If the Trustee determines that the principal of any trust is uneconomical to administer, the Trustee may, in its reasonable discretion, (1) distribute the trust assets to the beneficiaries in proportion to their interests in income; (2) purchase and deliver to the income beneficiaries a restrictive savings account, certificate of deposit, annuity, or endowment; (3) distribute the trust assets to a custodian for each minor beneficiary under the California Uniform Transfers to Minors Act; or (4) distribute the trust assets as provided by law. On such distribution and delivery, the trust shall terminate. The Trust shall not be liable or responsible to any person for its action or for its failure or refusal at any time to terminate the trust as authorized in this paragraph.

(o) To consolidate, for purposes of administration, distribution and investment, the property of several trusts hereby created with other trust or trusts which have terms and provisions governing their distribution which are substantially similar to this Trust.

(p) If the Trustee determines that the fair market value of the principal of a trust has become so low in relation to the cost of administration that continuation of the trust under its existing terms will defeat or substantially impair the accomplishment of its purposes, the Trustee in his or her discretion and in a manner that conforms as nearly as possible to the intention of the Settlor, may terminate the trust.

(q) To hold shares of stock of a corporation for which an election under Subchapter S of the Internal Revenue Code is in effect ("S corporation"), make an election to have any corporation treated as an S corporation, enter into agreements with other shareholders relating to transfer of S corporation shares of stock or the management of the S corporation, allocate amounts received and the tax on undistributed income between income and principal, and cooperate in determining the advisability of the redemption of shares of stock under Section 303 of the Internal Revenue Code.

The trustee's powers also include all other powers and authority granted to trustees under the California Probate Code, as amended from time to time.

Executed at Portland, Oregon, on September 15, 2006.

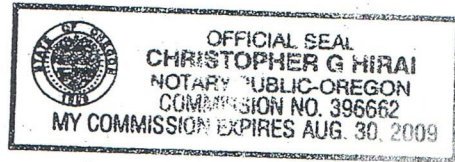
[Signature]

STATE OF OREGON )  
 ) ss.  
COUNTY OF MULTNOMAH )

On SEPT 15, 2006, before me, CHRISTOPHER G. HIRAI, Notary Public, personally appeared Jonathan A. [redacted], known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within named instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Christopher G. Hira —





APPENDIX "E"  
Sample Schedule of Trust Assets

SCHEDULE A

, THE SETTLOR OF THE \_\_\_\_\_ 2006 TRUST DATED  
SEPTEMBER 7, 2006, HEREBY TRANSFERS AND CONVEYS TO JONATHAN A.  
\_\_\_\_\_, AS TRUSTEE OF THE \_\_\_\_\_ 2006 TRUST DATED SEPTEMBER  
7, 2006, THE FOLLOWING REAL AND PERSONAL PROPERTY

- | <u>No.</u> | <u>Description</u>   |
|------------|--|
| 1.         | All tangible personal property and all personal effects including equipment, jewelry, household furniture and furnishings and works and objects of art now owned or hereafter acquired unless otherwise expressly directed by the Settlor by written instrument. |
| 2.         | Cape Cod Five Cents Savings Bank, Account No. 0884004516.  |
| 3.         | Cape Cod Five Cents Savings Bank, Account No. 0011141827.  |
| 4.         | Cape Cod Five Cents Savings Bank, Account No. 001144962.   |
| 5.         | Citigroup SmithBarney Account No. 387-01834-19 031.  |
| 6.         | SmithBarney Citigroup Account No. 313-10229-19 275.  |


Further, the undersigned acknowledges THE ELLIOTT F \_\_\_\_\_ 2006 TRUST may be the designated beneficiary of certain insurance policies or retirement account benefits which are noted below in order to alert the Successor Trustee to investigate the filing of claims therefor.

- (a) SmithBarney Citigroup IRA Account No. 313-6C793-14 275.

DATED: SEPTEMBER 7, 2006

  
\_\_\_\_\_

RECEIPT OF THE ABOVE-DESCRIBED PROPERTY ACKNOWLEDGED THIS 7<sup>TH</sup> DAY  
OF SEPTEMBER, 2006.

  
\_\_\_\_\_  
JONATHAN \_\_\_\_\_ Trustee



GENERAL ASSIGNMENT TO TRUST

The undersigned, ELLIOTT [redacted], hereby declares that he is the Settlor of THE ELLIOTT [redacted] 2006 TRUST dated September 7, 2006, (the "Trust") of which JONATHAN [redacted] is Trustee. The undersigned hereby declares that he hereby assigns and transfers to the Trust all items listed on Schedule A attached to said Trust as well as all household furnishings, automobiles, jewelry, bank accounts, securities, bonds, investment accounts, mutual funds, certificates of deposit, rights of inheritance, clothing and other personal property of any kind in his name, and henceforth such assets shall and will belong to said Trust and not to him individually, it being his intent that this General Assignment To Trust shall constitute an affirmation of the Trust ownership which shall be binding on his heirs, administrators, executors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 7<sup>th</sup> day of September, 2006.

[Handwritten signature] \_\_\_\_\_

Receipt hereby acknowledged:

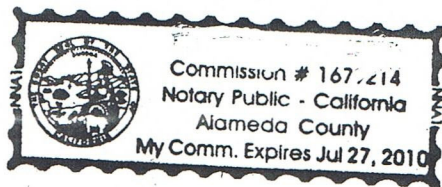
[Handwritten signature] \_\_\_\_\_, Trustee

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ALAMEDA )

On September 7, 2006, before me, Timothy [redacted], Notary Public, personally appeared ELLIOTT [redacted], known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within named instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten signature]



**BILL OF SALE**

BY THIS INSTRUMENT, the undersigned as Settlor, hereby conveys, transfers and assigns to JONATHAN . , Trustee under THE ELLIOTT 2006 TRUST dated September 7, 2006, all of his right, title and interest in and to all of his tangible personal property of whatever kind and nature and wherever situated, now owned or hereafter acquired by the undersigned, unless otherwise expressly directed by the undersigned.

Dated: September 7, 2006 \_\_\_\_\_

  
\_\_\_\_\_