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**Recording Cover Page**

Land Title and Escrow  
02-180879-OE

<b>Document Title(s) (for transactions contained therein):</b> 1. Durable Power of Attorney 2. 3. 4.
<b>Reference Number(s) of Documents assigned or released:</b> (on page ____ of documents(s))
<b>Grantor(s)</b> 1. Eleanor J. Herr 2. 3. 4.
<b>Additional Names on page _____ of document.</b>
<b>Grantee(s)</b> 1. Heather Pfeil 2. 3. 4.
<b>Additional Names on page _____ of document.</b>
<b>Legal Description (abbreviated i.e. lot, block, plat or section, township, range)</b>  Lot 15, Orchards PUD
<b>Additional legal is on page _____ of document.</b>
<b>Assessor's Property Tax Parcel/Account Number</b>  4882-000-015-0000, P123998
<b>The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</b>

DURABLE GENERAL POWER OF ATTORNEY

I, ELEANOR J. HERR, a resident of Anacortes, Skagit County, Washington, declare as follows:

1. Appointment of Attorney-in-Fact.

I hereby appoint my husband, THOMAS C. HERR and my daughter, HEATHER PFEIL, currently residing in Chicago co-attorneys-in-fact under this power of attorney. Either of my attorneys-in-fact may act independently of the other. If THOMAS C. HERR and HEATHER PFEIL, are both unable or unwilling to act, then I appoint my daughter HEATHER PFEIL, currently residing in Chicago, attorney-in-fact. If HEATHER PFEIL is unable or unwilling to act, then I appoint my son ERIK HERR, currently residing in North Carolina, attorney-in-fact. If ERIK HERR is unable or unwilling to act, then I appoint my son-in-law, BRADLEY PFEIL, currently residing in Chicago, attorney-in-fact. This power of attorney revokes all powers of attorney previously made by me, shall survive any disability on my part, and shall survive in other circumstances to the full extent permitted by RCW 11.125.040 as amended. By this instrument I intend to create a Durable Power of Attorney for Health Care decisions as authorized by Chapter 11.125 RCW and RCW 7.70.065.

2. Powers. My attorney-in-fact shall have power to do any and all of the following for me and in my name:

(a) to make health care decisions and health care-related decisions for me if and when I am unable to make my own health care decisions. My attorney-in-fact shall have the power

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OF ATTORNEY OF  
ELEANOR J. HERR

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to consent to giving, withholding or stopping any health care treatment, service, or diagnostic procedure. My attorney-in-fact also shall have the authority to obtain information concerning, and to discuss my condition with health care personnel, and on my behalf to sign documents necessary to carry out those decisions. In exercising this authority, my attorney-in-fact shall make decisions that are consistent with my desires to the extent, if any, I have expressed them to my attorney-in-fact. However, no decision of my attorney-in-fact shall be subject to question on this ground.

I direct my Attorney-in-fact prior to exercising the authority to make health care decisions for me to first to try to discuss with me the specifics of any proposed decision if I am able to communicate in any manner, however rudimentarily. If I am unable to give an informed consent to a proposed medical treatment, Attorney-in-fact shall give, withhold, or withdraw such consent for me based upon any treatment choices that I have expressed to my Attorney-in-fact while not disabled, whether under this instrument or otherwise. If my Attorney-in-fact cannot determine the treatment choice that I would want made under such circumstances, then I direct my Attorney-in-fact to make such choice for me base upon what my Attorney-in-fact believes to be in my best interests. I hereby declare that it is my wish, in the event that I have been diagnosed as being in a terminal condition by the attending physician, or in a permanent unconscious condition by two physicians, and where the application of life-sustaining treatment would serve only to artificially prolong the process of my dying, that such life-sustaining treatment be applied only for so long as necessary for my son, Erik, to attend me to say farewell, and after such attendance I direct that such treatment no longer be applied.

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(b) **to obtain release of PHI under HIPAA.** My attorney-in-fact is my "Personal Representative" as that term is defined in HIPAA, 45 CFR§164.502(g), my attorney-in-fact is authorized to obtain my Protected Health Information ("PHI") and/or other health information or health records pertaining to me, my attorney-in-fact is authorized both to make health care related decisions for me and to assist me in making such decisions, and is authorized to be treated in the same manner as I would be treated by a Covered Entity for purposes of releasing this information to my attorney-in-fact. This authority allows for the release to my attorney-in-fact of any information subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. §1320d and 45 CFR §§ 160-164.

(c) **To employ and discharge health care personnel.** My Attorney-in-fact may employ and discharge medical personnel including physicians, psychiatrists, dentists, nurses and therapists as Attorney-in-fact shall deem necessary for my physical, mental and emotional well-being, and to pay them (or to cause them to be paid) reasonable compensation.

(d) **Give, Withhold or Withdraw Consent for Medical Treatment.** My Attorney-in-fact may (1) give or withhold consent to any medical procedure, test or treatment, including surgery; (2) arrange for my hospitalization, convalescent care, hospice or home care; (3) summon paramedics or other emergency medical personnel and to seek emergency treatment for me, as Attorney-in-fact deems appropriate; and (4) under circumstances in which Attorney-in-fact determines that certain medical procedures, tests or treatments are no longer beneficial to me, or where the benefits are outweighed by the burdens imposed, to withdraw, revoke, modify or change

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consent to such procedures, tests and treatments as well as hospitalization, convalescent care, hospice or home care which I or Attorney-in-fact may have previously consented to or which may have been provided in an emergency. I direct my Attorney-in-fact to be guided by (1) this document; (2) my strong preference that I remain in my residence as long as practicable; (3) any reliable evidence of preferences I may have expressed before or after execution of this document; (4) what my Attorney-in-fact thinks I would want done if I could express myself; and (5) information given to Attorney-in-fact by medical providers as to my condition and prognosis.

(c) **Authorize relief from pain.** I authorize my Attorney-in-fact to consent to and arrange for the administration of pain relieving medication or for other surgical or medical procedures calculated to relieve my pain, including conventional therapies even though such procedures may lead to permanent physical damage or may hasten the moment of (but not intentionally cause) my death.

(f) **Grant releases.** I authorize my Attorney-in-fact to grant releases from liability for damages suffered by me to hospital staff, physicians, nurses and other medical and hospital administrative personnel who act in reliance on instructions given by my Attorney-in-fact or who render written opinions to my Attorney-in-fact in connection with any matter described in this instrument. I authorize my Attorney-in-fact to sign documents titled or purporting to be "Refusal of Treatment" and "Leaving Hospital Against Medical Advice," as well as any necessary waivers of or release from liability required by a hospital or physician to implement my wishes regarding medical treatment or nontreatment.

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(g) to demand, sue for, by all lawful means recover collect, receipt for and hold all sums of money and all tangible and intangible personal property, now or hereafter due, owing, payable or belonging to me;

(h) to compromise claims;

(i) to borrow and lend money;

(j) to buy, sell, and in any and every way and manner deal in real estate and interests therein, as well as tangible and intangible personal property, and to transact every lawful kind of business; and

(k) to execute, deliver and acknowledge such deeds, leases, assignments, agreements, mortgages, deeds of trust, security agreements and such other instruments in writing, of whatsoever kind or nature, as may be necessary or proper in connection with the exercise of any of the foregoing powers.

(l) to act on my behalf and exercise powers I may hold as trustee of any trust in which I have fiduciary obligations.

Without limiting the generality or specificity of the foregoing, my said attorney-in-fact shall have full power and authority to do every act and thing whatsoever, or omit to do any such act or thing, which is necessary or desirable in the discretion of my attorney-in-fact in connection with my property and obligations as they now exist and as they may exist at any time in the future, as fully and to all intents and purposes as I might or could do if alive and competent and personally present. The foregoing provision includes, without limitation, every act or thing or omission which

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may or will be of personal benefit to my attorney-in-fact directly or indirectly. The exercise of such discretion by my attorney-in-fact, if in good faith, shall not be subject to question by any other person, howsoever interested.

3. Effectiveness.

Sections 2(a) through (f) shall become effective immediately upon execution of this power of attorney. The remainder of the powers in this power of attorney shall become immediately effective upon my disability or incompetence. Disability for purposes of this provision shall include my inability to manage my property and affairs effectively due to mental illness, injury or physical illness, advanced age, confinement, detention by a foreign power or my disappearance. Disability may be established by the written statement of a qualified attending physician for physical illness or another competent person with knowledge of my confinement, detention or disappearance. Incompetence may be established by a finding of a court with proper jurisdiction.

4. Wishes Regarding Care to Prevail.

I desire that my wishes as expressed in this instrument be carried out through the authority given to my Attorney-in-fact despite any contrary feelings, beliefs or opinions of members of my family, my friends or health care providers.

5. Duration

This power of attorney shall be effective after an event described in paragraph 3 above unless it has been revoked prior to becoming effective, and shall remain effective unless terminated

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pursuant to paragraph 6 below, notwithstanding any uncertainty about whether I am still living.

#### 6. Termination

This power of attorney may be terminated in the following ways:

- (1) Revocation. I may revoke this power of attorney by giving written notice to my attorneys-in-fact prior to an event of disability or incompetence in paragraph 3. If this power of attorney has been recorded, then the written notice of revocation shall also be recorded.
- (2) By appointment of a guardian of my estate. The appointment of a guardian of my estate shall empower such guardian to revoke or terminate this power of attorney with the approval of a court of proper jurisdiction.
- (3) My death. My death shall revoke or terminate this power of attorney when my attorney-in-fact has actual knowledge of the fact of my death.

#### 7. Miscellaneous.

I authorize my Attorney-in-fact to make all necessary arrangements for me at any hospital, hospice, nursing home, convalescent home or similar facility and to assure that provision is made for all my needs. I authorize my Attorney-in-fact to provide for such companionship for me as will meet my needs and preferences at a time when I am disabled.

#### 8. Reliance.

No person who relies in good faith upon the authority of my Attorney-in-fact under this document shall incur liability to me, my estate, or my heirs, successors or assigns. Also no person

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shall incur any liability who relies in good faith on any representation made by my Attorney-in-fact regarding (a) the existence of my Attorney-in-fact's powers; (b) the scope of my Attorney-in-fact's powers; (c) my competency at the time this document is executed or later; or (d) any representation by Attorney-in-fact that this document has not been revoked or that my Attorney-in-fact continues to serve as Attorney-in-fact. I direct that no person acting in good faith in reliance upon the instructions of Attorney-in-fact shall incur any liability to me, my estate, my heirs, successors or assigns as a result of any revocation or amendment of this document. My Attorney-in-fact may exercise all powers under this document alone. My Attorney-in-fact's signature or act under the authority of this document may be accepted by all third persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. I authorize my Attorney-in-fact to participate in court proceedings on my behalf regarding the scope and validity of this document and the acts of my Attorney-in-fact, including the initiation or other participation in declaratory relief actions, actions for injunctions and actions for damages against persons who negligently or willfully fail or refuse to comply with instructions of my Attorney-in-fact.

9. Reimbursement of Attorney-in-fact.

My Attorney-in-fact shall be reimbursed for all reasonable costs incurred on my behalf under any provision of this document. I direct the holder of my durable power of attorney to comply with any requests for reimbursement that fall under this authority.

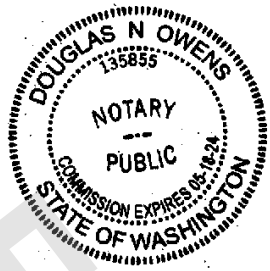
10. Governing Law.

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*[Signature]*  
NOTARY PUBLIC in and for the State  
of Washington, residing at Anacortes  
My commission expires: May 18, 2024

RECEIPT

The undersigned attorney in fact named above acknowledges receipt of a counterpart of this instrument.

DATED: 8 June, 2020.

*Thomas C. Herr*

*Heather J. Reed*

DURABLE GENERAL POWER  
OF ATTORNEY OF  
ELEANOR J. HERR

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## CERTIFICATE OF TRUST

201109220013<sup>1</sup>/<sub>2</sub>

**TO: BANKS, SAVINGS AND LOAN ASSOCIATIONS, BROKERAGE HOUSES, TITLE COMPANIES AND OTHER FINANCIAL INSTITUTIONS**

THOMAS C. HERR and ELEANOR J. HERR hereby certify that on March 31, 2004, THOMAS C. HERR and ELEANOR J. HERR, as Settlers, transferred to THOMAS C. HERR and ELEANOR J. HERR, as Trustees of THE HERR REVOCABLE LIVING TRUST, certain items of real and personal property. The Identification Number of this Trust is the Settlers' respective Social Security Numbers: 354-36-1503 and 323-40-8172. The Settlers appoint HEATHER J. PFEIL, ERIK T. HERR or PAUL C. HERR as Successor Trustees.

A. The Settlers have given the Trustees broad powers with respect to financial transactions, including the opening of checking and savings accounts in banks and savings and loan associations, and to make and control investments. An exact reproduction of the provisions of the Trust relating to Trustee powers are set forth below. Either Settlor may act individually as Trustee.

**B. All assets should be transferred to THOMAS C. HERR and ELEANOR J. HERR, as Trustees of THE HERR REVOCABLE LIVING TRUST, u/d/t March 31, 2004.**

C. The dispositive provisions of the Trust create no vested interest in any persons other than THOMAS C. HERR and ELEANOR J. HERR. The attorney signature on this Certificate confirms this fact.

### TRUSTEE ADMINISTRATIVE AND INVESTMENT POWERS

A. Introduction to Trustee Powers. Except as otherwise provided in this agreement, our Trustee shall have both the administrative and investment powers enumerated under this Article and any other powers granted by law with respect to the various Trusts created by this agreement.

B. Power to Delegate Ministerial Duties. This power allows the Trustees to delegate to either one of the Trustees or to any non-Trustee any non-discretionary power, including the power to (singularly or jointly) open bank accounts and savings and loan association accounts, sign checks or withdrawal slips, give instructions for the receipt or delivery of securities or other property, give instructions for the payment or the receipt of money, and (singularly or with others) have access to any safe deposit box or other place with property of the Trust created pursuant to this Trust as deposited.

C. Powers to be Exercised in the Best Interests of the Beneficiaries. Our Trustee shall exercise the following administrative and investment powers without the order of any court, as our Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries. Notwithstanding anything to the contrary in this agreement, our Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the Trust property in accordance with the general principles of the law of Trusts.

D. Power to Purchase Discount Treasury Bonds. The trustee shall have the power to purchase, at less than par, obligations of the United States of America ("flower bonds") which are redeemable at par in payment of federal estate tax liability of a Settlor's estate in such amounts as the Trustee deems advisable. For this purpose, the Trustee may partition property in the Trust Estate and may make such purchases from such partitioned property. The trustee may borrow funds and give security in order to effect a purchase and shall resolve any doubt concerning either the desirability of making the purchase or its amount in favor of making the purchase and in purchasing a larger amount than may be necessary. The Trustee shall incur no liability for losses resulting from a decision either to purchase or not to purchase, which is made in good faith. The Trustee is directed to use such bonds to the fullest possible extent in paying the federal estate tax obligation of a Settlor.

E. Administrative and Investment Powers. Our Trustees are hereby granted the following administrative and investment powers:

1. Business Powers. Our Trustee may retain and continue any business in which we have or had an interest as a shareholder, partner, sole proprietor, or as a participant in a joint venture, even though that interest may constitute all or a substantial portion of the Trust property. In order to administer the interest, our Trustee may:

(a) Directly participate in the conduct of any such business or employ others to do so on behalf of the beneficiaries.

(b) Execute partnership agreements, buy sell agreements, and any amendments to them.

(c) Participate in the incorporation of any trust property, any corporate reorganization, merger, consolidation, recapitalization, liquidation, dissolution, or any stock redemption or cross purchase buy-sell agreement.

(d) Hold the stock of any corporation as trust property, and may elect or employ directors, officers, employees, and agents, and compensate them for their services.

(e) Sell or liquidate any business interest that is part of the trust property.

(f) Carry out the provisions of any agreement entered into by us prior to our deaths for the sale of any business interest or the stock thereof.

(g) Exercise all of the business powers granted in this agreement regardless of whether our Trustee is personally interested or an involved party with respect to any business enterprise forming a part of the Trust property.

2. Common Fund Powers. For the purpose of convenience with regard to the administration and investment of the Trust property, our Trustee may:

(a) Hold the several Trusts created under this agreement as a common fund.

(b) Make joint investments with respect to the funds comprising the Trust property.

(c) Enter into any transaction authorized by this Article with fiduciaries of other Trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciary is also Trustee under this agreement.

3. Compensation Powers. Our Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective Trusts created in this agreement, including:

(a) Reasonable compensation for its services as fiduciary as provided in this agreement; and

(b) Reasonable compensation for those persons employed by our Trustee, including agents, auditors, accountants, and attorneys.

4. Distribution Powers. Our Trustee is specifically authorized to make divisions and distributions of the Trust property either in cash or in kind, or partly in cash and partly in kind, or in any proportion it deems advisable.

Our Trustee shall be under no obligation or responsibility to make pro rata divisions and distributions in kind.

Our Trustee may allocate specific property to any beneficiary or share although the property may differ in kind from the property allocated to any other beneficiary or share.

The foregoing powers shall be exercised regardless of the income tax basis of any of the property.

5. Income and Principal Powers. Our Trustee may determine in a fair, equitable, and practical manner how all Trustee fees, disbursements, receipts, and wasting assets shall be credited, charged, or apportioned between principal and income.

Our Trustee may set aside from Trust income reasonable reserves for taxes, assessments, insurance premiums, repairs, depreciation, obsolescence, depletion, and for the equalization of payments to or for the beneficiaries; it may select any and all accounting periods with regard to the Trust property.

6. Investment Powers in General. Our Trustee may invest and reinvest in such classes of stocks, bonds, securities, or other property, real or personal, as it shall determine.

Our Trustee may invest in investment Trusts as well as in common Trust funds.

Our Trustee may purchase life, annuity, accident, sickness, and medical insurance on the behalf of and for the benefit of any Trust beneficiary.

7. Power to Invest in Commodities and Futures. Our Trustee is empowered to buy, sell, trade and deal in options, precious metals, stocks, bonds and securities of every nature (including "short" sales and speculative option transactions - i.e. uncovered puts and calls, option spreads, option straddles, and option combinations) and commodities of every nature, and contracts for the future delivery of commodities of every nature on margin and otherwise; and for such purpose to maintain and operate margin and commodity accounts with brokers; and in connection therewith to borrow money and to pledge any and all stocks, bonds, securities, commodities and contracts for the future delivery thereof, held or purchased by our Trustee, with such brokers as securities for loans and advances made to our Trustee.

8. Life Insurance Powers. Our Trustee shall have the powers with regard to life insurance (except as otherwise provided in this agreement):

(a) To purchase, accept, hold, and deal with as owners, policies of insurance on our lives, the life of any Trust beneficiary, or on the life of any person in whom any Trust beneficiary has an insurable interest.

(b) To execute or cancel any automatic premium loan agreement with respect to any policy and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

(c) To borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

(d) To exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy; to reduce the amount of a policy or convert or exchange the policy; or to surrender a policy at any time for its cash value.

(e) To elect any paid-up insurance or any extended term insurance nonforfeiture option contained in a policy.

(f) To sell a policy at its fair market value to the insured or to anyone having an insurable interest in the policy.

(g) The right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

(h) To transfer and assign the policies held by the Trust as a distribution of Trust property upon termination of any Trust created under this agreement.

9. Loan, Borrowing, and Encumbrance Powers. Our Trustee shall have the following loan, borrowing and encumbrance powers:

(a) To loan money to any person, including a beneficiary, with or without interest, on any term or on demand, with or without collateral, as deemed in the best interests of the Trust beneficiaries.

(b) To borrow money upon such terms and conditions as it shall deem advisable, including, in the case of a corporate fiduciary, the power to borrow from its own banking or commercial department.

(c) To obligate the Trust property for the repayment of any sums borrowed where the best interests of the beneficiaries have been taken into consideration.

(d) The right to set aside a reserve account to cover the contingency until a release of liability or satisfaction of such debt can be secured in the event that there exists, at the time of one or both of our deaths, a loan guaranty of any form which constitutes a contingent liability of the Trust.

(e) To encumber the Trust property, in whole or in part, by mortgage or mortgages, deeds of Trust, or by pledge, hypothecation, or otherwise, even though such encumbrance may continue to be effective after the term of any Trust or Trusts created in this agreement.

10. Margin and Brokerage Account Powers. Our Trustee is specifically vested with the power and authority to open, operate, and maintain a securities brokerage account wherein any security may be bought or sold on margin. This shall include the power to hypothecate or borrow upon the purchase or sale against existing securities in such account.

11. Mortgage Powers. Our Trustee shall have the power to enter into any mortgage whether as a mortgagee or mortgagor; to purchase mortgages on the open market and to otherwise buy, sell, or trade in first or subordinate mortgages.

Our Trustee may reduce the interest rate on any mortgage and consent to the modification or release of any guaranty of any mortgage.

Our Trustee may continue mortgages upon and after maturity with or without renewal or extension, and may foreclose any mortgage. It may purchase the mortgaged property or acquire it by deed from the mortgagor without foreclosure.

12. Nominee Powers. Our Trustee may hold any Trust property in the name of our Trustee, or in the name of the nominee, and may enter into agreements to facilitate holding such property. It may accomplish such with or without disclosing its fiduciary capacity.

13. Oil, Gas, Coal, and Other Mineral Powers. Our Trustee may do all things necessary:

(a) To maintain in full force and effect any oil, gas, coal, and other mineral interests comprising part or all of the Trust property.

(b) To purchase additional oil, gas, coal, and other mineral interests when necessary or desirable to effect a reasonable plan of operation or development with regard to the Trust property.

(c) To buy or sell undivided interests in oil, gas, coal, and other mineral interests, and may exchange any of such interests for interests in other properties or for services.

(d) To execute oil, gas, coal, and mineral leases on such terms as our Trustee may deem proper, and may enter into pooling, unitization, repressurization, and other types of agreements relating to the development, operation, and conservation of mineral properties. Any lease or other agreement may have a duration that our Trustee deems reasonable, even though extending beyond the duration of any Trust created in this agreement.

(e) To execute division orders, transfer orders, releases, assignments, farmouts, and any other instruments which it deems proper.

(f) To drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owner's groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

(g) To employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interest; and may pay the cost of such services from the principal or income of the Trust property.

(h) To use the general assets of the Trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interest.

14. Powers of Attorney. Our Trustee may execute, deliver, and grant to any individual or corporation a revocable or irrevocable power of attorney to transact any and all business on behalf of the various Trusts created in this agreement. The power of attorney may grant to the Attorney-in-Fact all the rights, powers, and discretion that our Trustee could have exercised.

15. Powers To Merge Similar Trusts. Our Trustee may merge and consolidate any Trust created in this agreement with any other Trust created by us, or any other person at any other time, if the other Trust contains substantially the same terms for the same beneficiaries, and has at least one Trustee in common with the Trust or Trusts created in this agreement.

Our Trustee may administer such merged and consolidated Trusts as a single Trust or unit. If, however, such a merger or consolidation does not appear feasible, as determined in the sole and absolute discretion of our Trustee, our Trustee may consolidate the assets of such Trusts for purposes of investment and Trust administration while retaining separate records and accounts for the respective Trusts.

16. Powers of an Interested Trustee. Notwithstanding the general powers conferred upon our Trustee, or anything to the contrary contained in this agreement, no individual Trustee shall exercise or participate in the exercise of discretion with respect to the distribution of Trust income or principal to or for the benefit of such Trustee.

The above paragraph shall apply unless any such distribution is limited by an ascertainable standard relating to the education, health, maintenance, and support of such individual Trustee.



No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support, as to that support obligation.

17. Powers of an Insured Trustee. Any individual Trustee under this agreement, other than us, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the Trust property.

If our Trustee holds any such policy or policies as a part of the Trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the Trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

18. Real Estate Powers. Our Trustee shall have the power:

(a) To make leases and grant options to lease for any term, even though the term may extend beyond the termination of any Trust created under this agreement.

(b) To grant or release easements and other interests with respect to real estate, enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

(c) To sell, grant, convey, transfer, or deed any interest in real property.

(d) To dedicate parks, streets, and alleys or vacate any street or alley; construct, repair, alter, remodel, demolish, or abandon improvements.

(e) To elect to insure, as it deems advisable, all actions contemplated by this subsection.

(f) To take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the Trust property or the income therefrom.

19. Retention of Trust Property. Our Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the Trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of Trust funds, or may result in inadequate diversification of the Trust property.

20. S Corporation Stock. If at anytime a Trust created under this agreement holds stock in an S corporation and such Trust is not a qualified Subchapter S Trust, our Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the Trust had terminated, while continuing to hold any other property in such Trust.

In addition, our Trustee may divide a Trust created under this agreement into separate Trusts for each of the beneficiaries, with each newly created Trust holding that beneficiary's pro rata share of the S corporation stock. Each newly created Trust shall have mandatory distributions of income. In all other respects the newly created Trusts shall be as consistent as possible with the original Trusts and still qualify as qualified Subchapter S Trusts.

21. Sale, Lease, and Other Dispositive Powers. Our Trustee may sell, lease, transfer, exchange, grant options with respect to, or otherwise dispose of the Trust property.

Our Trustee may deal with the Trust property at such time or times, for such purposes, for such considerations and upon such terms, credits, and conditions, and for such periods of time, whether ending before or after the term of any Trust created under this agreement, as it deems advisable.

Our Trustee may make such contracts, deeds, leases, and any other instruments it deems proper under the immediate circumstances, and may deal with the Trust property in all other ways in which a natural person could deal with his or her property.

22. Securities Powers. In addition to those other securities powers granted throughout this Article, our Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the Trust property.

Our Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

23. Settlement Powers. Our Trustee may compromise, adjust, arbitrate, alter the terms of, or abandon any claim in favor of or against the Trust estate, and may take deeds in lieu of foreclosure.

24. Nonproductive Property. Our Trustee may hold property which is non-income producing or is otherwise nonproductive if the holding of such property is, in the sole and absolute discretion of our Trustee, in the best interests of the beneficiaries.

25. Trust Addition Powers. Our Trustee is authorized to receive additional Trust property, whether by gift, will, or otherwise, either from us or any other person, corporation, or entity. Upon receipt of any additional property, our Trustee shall administer and distribute the same as part of the Trust property.

26. Principal and Income Act. In addition to all of the powers specifically granted our Trustee in this Article, our Trustee may exercise those powers set forth under the Uniform Principal and Income Act, or the equivalent, of the state of California, together with any amendment to such laws. Our Trustee may perform every act reasonably necessary to administer each and every share or Trust created under this agreement.

27. Distribution for Economy. Our Trustee may terminate this Trust if, in the absolute discretion of our Trustee or if a court of competent jurisdiction determines that:

(a) It has become sufficiently small in value such that its cost of administration is disproportionate to the value of its assets; or

(b) Its continuation is no longer in the best interests of its beneficiaries.

All principal in undistributed income shall be distributed to the then income beneficiaries in the proportion in which they are, at the time of termination, entitled to receive the income provided. However, if the rights to income are not then fixed by the terms of this Trust, the distribution under this Paragraph shall be made to such persons as are then entitled or authorized, in the Trustee's discretion, to receive payments from this Trust. Upon such distribution, the Trust shall terminate and the Trustee shall not be liable or responsible to any person or persons for such action.

28. Summary Statement. All of the powers granted to our Trustee in this Article shall be in addition to those powers conferred upon Trustees under all applicable state and federal statutes. Each power conferred upon our Trustee under this Article, or upon Trustees in general, by applicable state or federal statutes, shall be subject to any express limitations or contrary directions contained in this agreement.

**CERTIFICATION BY SETTLORS**

We, THOMAS C. HERR and ELEANOR J. HERR, hereby certify that this Certificate of Trust and the reproduction attached is a true representation of the Trustee Powers.

**SIGNING**

**Ratification and Execution by Settlers**

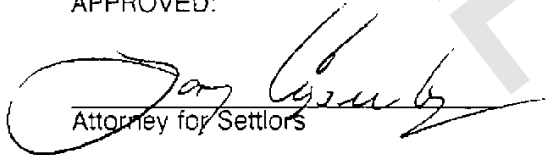
We certify that we have read the foregoing Certificate of Trust and that it correctly states the terms and conditions under which the Trustee may hold, manage, and dispose of Trust Property.

**EXECUTED** March 31, 2004, at Orange County, California.

  
\_\_\_\_\_  
THOMAS C. HERR  
Settlor

  
\_\_\_\_\_  
ELEANOR J. HERR  
Settlor

APPROVED:

  
\_\_\_\_\_  
Attorney for Settlers

**Ratification and Execution by Trustees**

We certify that:

1. We are named as Trustees of THE HERR REVOCABLE LIVING TRUST;
2. We have read the foregoing Certificate of Trust and it correctly sets forth the terms and conditions under which the Trustees named in it shall hold, administer and distribute THE HERR REVOCABLE LIVING TRUST; and
3. We confirm, ratify, and approve such Certificate of Trust.

EXECUTED March 31, 2004, at Orange County, California.

Thomas C Herr  
THOMAS C. HERR  
Trustee

Eleanor J Herr  
ELEANOR J. HERR  
Trustee

STATE OF CALIFORNIA            )  
  )  
COUNTY OF ORANGE            )

On March 31, 2004, before me, LARRY COPENBARGER, Notary Public, personally appeared THOMAS C. HERR and ELEANOR J. HERR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Larry Copenbarger (Seal)  
Notary's Signature

