

MARGE PUKA IRREVOCABLE TRUST

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Marge Puka Irrevocable Trust

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Marge Puka Irrevocable Trust

Article One Establishing My Trust

The date of this Irrevocable Trust Agreement is August 25, 2021. The parties to the agreement are Marjorie A. Puka (the "Grantor") and Denise R. Powers (my "Trustee").

Denise R. Powers will serve as my Distribution Trustee while I am living (my "Lifetime Distribution Trustee").

Section 1.01 Identifying My Trust

My trust is called the "Marge Puka Irrevocable Trust." However, the following format should be used for taking title to assets: "Denise R. Powers, Trustee of the Marge Puka Irrevocable Trust dated August 25, 2021."

For the purpose of transferring property to my trust or identifying my trust in any beneficiary or pay-on-death designation, any description referring to my trust is effective if it reasonably identifies my trust.

Section 1.02 Third-Party Reliance on Affidavit or Certification of Trust

My Trustee may provide an affidavit or certification of trust to third parties in lieu of providing a copy of this agreement. Third parties are exonerated from any liability for acts or omissions in reliance on the affidavit or certification of trust, and for the application that my Trustee makes of funds or other property delivered to my Trustee.

Section 1.03 An Irrevocable Trust

This trust is irrevocable, and I may not alter, amend, revoke, or terminate it in any way. Notwithstanding anything in this agreement or state law to the contrary, under no circumstances may this trust be altered, amended, revoked, or terminated in any way that benefits me during my lifetime.

Section 1.04 Transfers to the Trust

I transfer to my Trustee the property listed in Schedule A, attached to this agreement, to be held on the terms and conditions set forth in this instrument. I retain no right, title, or interest in the income or principal of this trust or any other incident of ownership in any trust property.

(a) Trustee Acceptance

By execution of this agreement, my Trustee accepts and agrees to hold the trust property described on Schedule A. All property, including life

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insurance policies, transferred to my trust after the date of this agreement must be acceptable to my Trustee. My Trustee may refuse to accept any property. My Trustee shall hold, administer, and dispose of all trust property accepted by my Trustee for the benefit of my beneficiaries in accordance with the terms of this agreement.

(b) No Distributions of Income or Principal

My Trustee shall have no right, power, privilege, or authority to invade or distribute income or principal of the trust to or for my benefit, under any circumstances.

Section 1.05 Statement of My Intent

I am creating this trust as part of my estate plan to ensure efficient management, administration, and protection of the trust assets for my beneficiaries.

It is my express intent that the principal and income of this trust will not be available to me for any purpose.

In order to maximize the benefit to my trust beneficiaries, I give my Trustee broad discretion with respect to the management, distribution, and investment of assets in my trust. My objective is that the assets in this trust will not be subject to the claims of any beneficiary's creditors.

All provisions of this agreement shall be construed so as to accomplish my objectives. Any beneficiary has the right at any time to release, renounce, or disclaim any right, power, or interest that might be construed or deemed to defeat my objectives.

Section 1.06 Family Information

(a) Marital Status

I am widowed. I was married to Thomas V. Puka, who passed away on April 3, 2021.

(b) My Children and Descendants

I have three children:

D. Janette Golay (born September 6, 1964)

Denise R. Powers (born July 4, 1966)

Charmelle Y. Puka (born July 8, 1971)

All references in this agreement to "my children" include all of these children, whether living or deceased.

References to "my descendants" are to my children and their descendants.

Section 1.07 My Lifetime Beneficiaries

While I am living, Denise R. Powers and Charmelle Y. Puka are the only beneficiaries of trust income and principal (my "Lifetime Beneficiaries").

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In this agreement, "Lifetime Beneficiaries" refers only to Denise R. Powers and Charmelle Y. Puka, and does not include me. As specified in Section 1.04(b) above, under no circumstances may my Trustee invade or distribute trust income or principal to or for my benefit.

The distribution provisions for income and principal are specified in Article Three.

Article Two

Trustee Succession and Trust Protector Provisions

Section 2.01 Trustee Succession

This Section governs the succession of my Trustees.

(a) I May Not Serve as Trustee

Notwithstanding any provision of this agreement to the contrary, under no circumstances may I serve as Trustee or Distribution Trustee at any time.

(b) Trustee Succession During Lifetime

I appoint the following, in the order named, to serve as Trustee of my trust while I am living:

First: Denise R. Powers

Second: Charmelle Y. Puka

(c) Trustee Succession After Death

After my death, the Trustee serving during lifetime will be replaced by the following, in the order named, to serve as Trustee of my trust during the course of administration and over any separate trust created under this agreement where the Trustee is not otherwise specified.

First: Denise R. Powers

Second: Charmelle Y. Puka

Third: D. Janette Golay

Upon creation of Charmelle Y. Puka subtrust, I appoint the following, in the order named, to serve as Trustee of the trust:

First: Denise R. Powers

Second: Courtney Chang

Upon creation of D. Janette Golay subtrust, I appoint Martin CPAs, PC to serve as Trustee of the trust.

(d) Distribution Trustee Succession During Lifetime

I appoint the following, in the order named, to serve as Distribution Trustee of my trust while I am living (my "Lifetime Distribution Trustee");

First: Denise R. Powers

Second: Charmelle Y. Puka

Section 2.02 Resignation of a Trustee

A Trustee may resign by giving written notice to me. If I am deceased, a resigning Trustee will give written notice to the income beneficiaries of the trust and to any other Trustee then serving.

Section 2.03 Removal and Replacement of Trustees

(a) Removal and Replacement by Me

I may remove any Trustee, with or without cause, and appoint an individual or corporate successor Trustee (other than me).

(b) Removal and Replacement by Beneficiaries

After my death, or during any period of time I am incapacitated, a Trustee of any trust created under this agreement may be removed only for cause upon approval by a court of competent jurisdiction. Any beneficiary of the trust may petition the court for removal of the Trustee. This does not limit the authority of a Trust Protector to remove a Trustee under the provisions of Section 2.11(f).

In addition, a beneficiary who petitions the court for removal of a Trustee may also petition the court for appointment of a replacement Trustee that is an individual or corporate fiduciary.

In no event may the court petitioned to approve the removal and replacement of a Trustee acquire any jurisdiction over the trust, except to the extent necessary to approve or disapprove the removal of a Trustee.

The right to remove a Trustee under this subsection will not be deemed to grant to the person holding that right any of the powers of that Trustee.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary, other than me, may act on behalf of the beneficiary.

(c) Default of Designation and Appointment of Trustee

If the office of Trustee or Distribution Trustee of a trust created under this agreement is vacant and all designated successor Trustees fail to act, I must appoint an individual or corporate successor Trustee (other than me).

If I am incapacitated or deceased, my Trust Protector may appoint an individual or corporate successor Trustee.

If my Trust Protector fails to act, the primary beneficiary may appoint a successor Trustee that is an individual or corporate fiduciary.

In the case of a minor or incapacitated beneficiary, the parent or legal representative of such beneficiary, other than me, may act on behalf of such beneficiary.

If the office of Distribution Trustee of a trust created under this agreement is vacant and all designated successor Distribution Trustees fail to act, the primary beneficiary of the trust shall appoint an individual or corporate fiduciary that is not related or subordinate to any beneficiary of the trust within the meaning of Section 672(c) of the Internal Revenue Code as successor Distribution Trustee.

Any beneficiary or his or her legal representative may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy remaining unfilled after a period of 30 days. By making such appointment, such court shall not thereby acquire any jurisdiction over the trust, except to the extent necessary for making such appointment.

(d) Effect of Removal and Replacement

The replacement of a Trustee under this Section 2.03 does not invoke the Trustee succession provisions of Section 2.01, rather the name of the appointed Trustee under this Section replaces the name of the removed Trustee under the Trustee succession provisions.

Section 2.04 Notice of Removal and Appointment

Notice of removal shall be in writing and shall be delivered to my Trustee being removed, to any other Trustees then serving, and to the primary beneficiary of the trust. The notice of removal shall be effective in accordance with its provisions.

Notice of appointment shall be in writing and shall be delivered to the successor Trustee, to any other Trustees then serving, and to the primary beneficiary of the trust. The appointment shall become effective at the time of acceptance by the successor Trustee. A copy of the notice shall be attached to this agreement.

Section 2.05 Prohibition Against SNT Beneficiary Serving as Trustee

Notwithstanding any other provision of this agreement, under no circumstances may the beneficiary of a trust share that is being administered pursuant to the terms of Article Seven, entitled "Supplemental Needs Trust," serve as Trustee of that share.

Section 2.06 Appointment of a Cotrustee

Any individual Trustee may appoint an individual or corporate fiduciary as a Cotrustee. The appointed Cotrustee serves only while the appointing Trustee serves (or, if the appointed Cotrustee was appointed by more than one Trustee acting together, by the last to serve of the appointing Trustees). The appointed Cotrustee does not become a successor Trustee upon the death, resignation, or incapacity of the appointing Trustee, unless otherwise provided under the terms of this agreement. The appointing Trustee may revoke the appointment at any time with or without cause.

Section 2.07 Corporate Fiduciaries

Any corporate fiduciary serving under this agreement as a Trustee must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal and state law and that is not related or subordinate to any beneficiary within the meaning of Section 672(c) of the Internal Revenue Code.

Section 2.08 Incapacity of a Trustee

If any individual Trustee becomes incapacitated, it shall not be necessary for the incapacitated Trustee to resign as Trustee. A written declaration of incapacity by the Cotrustee, or if there is no Cotrustee, by the party designated to succeed the incapacitated Trustee, if made in good faith and if supported by a written opinion of incapacity by a physician who has examined the incapacitated Trustee, will terminate the trusteeship.

If the Trustee designated in the written declaration refuses to sign the necessary medical releases needed to obtain the physician's written opinion of incapacity within 10 days of a request to do so, the trusteeship will be terminated.

Section 2.09 Appointment of Independent Special Trustee

If for any reason a Trustee or Distribution Trustee of any trust created under this agreement is unwilling or unable to act with respect to any trust property or any provision of this agreement, or if a provision of this agreement requires an Independent Trustee to act, then the Trustee or Distribution Trustee, or the Trust Protector, shall appoint, in writing, a corporate fiduciary or an individual to serve as an Independent Special Trustee as to such property or with respect to such provision. The Independent Special Trustee appointed shall not be related or subordinate to me while living or to any beneficiary of the trust within the meaning of Section 672(c) of the Internal Revenue Code. The appointing party may revoke any such appointment at will.

An Independent Special Trustee shall exercise all fiduciary powers granted by this agreement unless expressly limited elsewhere in this agreement or by the appointing party in the instrument appointing the Independent Special Trustee. An Independent Special Trustee may resign at any time by delivering written notice of resignation to the appointing party. Notice of resignation shall be effective in accordance with the terms of the notice.

Under no circumstances may I serve as an Independent Special Trustee.

Section 2.10 Rights and Obligations of Successor Trustees

Each successor Trustee has all of the rights, title, powers, and privileges granted to Trustees under this agreement. In addition, each successor Trustee is subject to all of the restrictions, obligations, and duties imposed upon Trustees under this agreement.

Section 2.11 Provisions for Trust Protector

The function of the Trust Protector is to direct my Trustee in matters concerning the trust, and to assist, if needed, in achieving my objectives as manifested by the other provisions of my estate plan.

In order to serve, any Trust Protector named or appointed under this Section must be a corporate fiduciary or an individual who is not related or subordinate to a transferor or any beneficiary within the meaning of Section 672(c) of the Internal Revenue Code.

(a) Designation of Trust Protector

I appoint the following, in the order named, to serve as Trust Protector of each trust created under this agreement:

First: Twin Falls Estate Planning, PLLC

Second: Idaho Estate Planning, PC

(b) Authority to Name Successor

The serving Trust Protector may appoint a successor Trust Protector in writing, which appointment will take effect upon the resignation, incapacity, or death of the appointing Trust Protector, but only if all Trust Protectors that I have named fail to qualify or act.

Under no circumstances may I serve as Trust Protector.

(c) Resignation of Trust Protector

A Trust Protector may resign by giving notice as provided in paragraph (o) below. A resigning Trust Protector will not be liable or responsible for the acts or omissions of any successor Trust Protector.

(d) Default of a Designated Trust Protector

During any period in which a trust created under this agreement requires a Trust Protector to act and no Trust Protector is serving, any beneficiary or trustee may petition a court of competent jurisdiction to appoint a Trust Protector.

The court acting to appoint a Trust Protector will acquire jurisdiction or authority over the trust only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

If a beneficiary is a minor or is incapacitated, the parent or Legal Representative of the beneficiary may act on behalf of the beneficiary.

(e) Rights of Successor Trust Protectors

Any successor Trust Protector has all of the authority of any predecessor Trust Protector, but will not be responsible for the acts or omissions of the predecessor.

(f) Power to Remove and Appoint Trustees

The Trust Protector may remove any Trustee of a trust created under this agreement.

Whenever the office of Trustee of a trust is vacant and no successor Trustee is effectively named, the Trust Protector may appoint an individual or a

corporate fiduciary to serve as Trustee. No Trust Protector may be self-appointed as a Trustee and may not simultaneously serve as both Trust Protector and Trustee.

Notwithstanding any other provision of this agreement to the contrary, removal or appointment of a Trustee will be effective upon giving notice as provided in paragraph (o) below. No advance notice is required.

(g) Good Faith Standard Imposed

The authority of the Trust Protector is conferred in a nonfiduciary capacity, and the Trust Protector is not liable for any good-faith act, omission, or forbearance. The Trust Protector will be reimbursed promptly for any costs incurred in defending or settling any claim brought against the Trust Protector acting in the capacity of Trust Protector, unless it is conclusively established that the act, omission, or forbearance was motivated by an actual intent to harm the beneficiaries of the trust or was an act of self-dealing for personal benefit.

(h) Power to Amend

The Trust Protector may amend any provision of this agreement as it applies to any trust for which the Trust Protector is serving to do any of the following:

- (i) alter the administrative and investment powers of my Trustee;
- (ii) grant a beneficiary of any trust created under this agreement the testamentary power to appoint all or part of the beneficiary's trust or trust share to the creditors of the beneficiary's estate;
- (iii) correct ambiguities and scrivener errors that might otherwise require court construction or reformation; and
- (iv) reflect tax or other legal changes.

Any amendment made by the Trust Protector to correct a scrivener's error in accordance with this Section is effective as of the original date of the trust. Any other amendment made by the Trust Protector as authorized above is effective as of the date of the trust, or the date of the amendment, in the sole and absolute discretion of the Trust Protector. The decision of the Trust Protector as to the effective date of any such amendment must be set forth in the amendment.

In granting a testamentary power of appointment, the Trust Protector may require, as a condition for the beneficiary's exercise of the power, that the beneficiary first obtain the consent of the Trust Protector. The Trust Protector may revoke the power at any time during the lifetime of the beneficiary to whom it was given. I suggest, but do not require, that the Trust Protector exercise this authority to subject trust property to estate tax

instead of the generation-skipping transfer tax when it appears that it may reduce overall taxes.

Any amendment made by the Trust Protector must be in a signed written instrument. The Trust Protector must provide notice of the amendment as provided in paragraph (o) below, along with a copy of the amendment.

(i) Authority to Terminate Trusts

If, at any time, the Trust Protector determines that any trust created under this agreement is no longer economical or is otherwise inadvisable to administer as a trust, or if the Trust Protector deems it to be in the best interest of the beneficiaries, the Trust Protector, without further responsibility, may terminate the trust and distribute the trust property, including any undistributed net income, to the beneficiaries of trust principal.

(j) Not a General Power of Appointment

The Trust Protector may not participate in the exercise of a power or discretion conferred under this agreement that would cause the Trust Protector to possess a general power of appointment within the meaning of Sections 2041 and 2514 of the Internal Revenue Code. Specifically, the Trust Protector may not use such powers for his or her personal benefit, nor for the discharge of his or her financial obligations.

(k) Release of Powers

The Trust Protector, acting on its own behalf and on behalf of all successor Trust Protectors, may at any time, by a written instrument delivered to my Trustee, irrevocably release, renounce, suspend, or reduce any or all powers and discretions conferred on the Trust Protector by this agreement.

(l) No Duty to Monitor

The Trust Protector has no duty to monitor or supervise any Trustee or trust created under this agreement. Further, the Trust Protector has no duty to be informed as to the acts or omissions of others or to take any action to prevent or minimize loss. Any exercise or non-exercise of the powers and discretions granted to the Trust Protector is in the sole and absolute discretion of the Trust Protector.

(m) Compensation

Any Trust Protector serving under this agreement is entitled to receive reasonable compensation for services as determined by my Trustee. The Trust Protector is entitled to reimbursement for all expenses incurred in the performance of its duties as Trust Protector, including travel expenses.

Serving in the capacity of Trust Protector does not prevent the Trust Protector from also providing legal, investment or accounting services on behalf of the trust or the trust beneficiaries. If the Trust Protector is

providing professional services, the Trust Protector may charge its typical fees for professional services, and may also be compensated for its services as Trust Protector.

(n) Right to Examine

The books and records of each trust created under this agreement, including all documentation, inventories, and accountings, must be open and available for inspection by the Trust Protector at all reasonable times.

(o) Notice

Unless otherwise specified, when notice is required by a provision of this Section, notice must be given in a signed written instrument delivered to the following or the personal representative of the following, to the extent practicable:

- (i) me;
- (ii) the income beneficiaries of the trust; and
- (iii) all Trustees then serving.

(p) Successor in Interest

If a named Trust Protector is an entity, its successor in interest may be appointed as Trust Protector. This shall account for buy-outs, mergers, or acquisitions.

Article Three

Administration While I am Living

While I am living, my Trustee shall administer the trust as provided in this Article.

Section 3.01 Contributions Held in a Single Trust

While I am living, my Trustee shall retain all contributions to my trust in a single trust to be held or distributed according to the provisions of this Section. My Trustee shall administer the trust as follows:

(a) Distribution of Income and Principal to My Lifetime Beneficiaries

My Lifetime Distribution Trustee may distribute to any one or more of the Lifetime Beneficiaries as much of the net income and principal of the trust property as my Lifetime Distribution Trustee may determine advisable for any purpose. No other Trustee may make distributions of income or principal from the trust.

A distribution to or for the benefit of a Lifetime Beneficiary shall be charged to the trust as a whole rather than against the beneficiary's ultimate share.

No Trustee shall have any right, power, privilege, or authority to invade or distribute income or principal of the trust to or for my benefit.

I direct that no provision of Idaho law, or the laws of any other state, shall be available to require any invasion of income or principal by my Trustee or any court.

Any undistributed net income shall be accumulated and added to principal.

(b) Unequal Distributions Allowed

When making distributions of income and principal as authorized in subsection (a) above, my Lifetime Distribution Trustee may make such distributions to any one or more of the Lifetime Beneficiaries in equal or unequal amounts, to the complete exclusion of any other beneficiary, as determined in my Lifetime Distribution Trustee's sole and absolute discretion.

(c) Discharge of a Legal Obligation

No payment or distribution shall be made by any Trustee for the discharge of any of my legal obligations.

Section 3.02 Intent as to Internal Revenue Code Applicability

Upon my death, I intend that all trust property will be subject to section 2038(a)(1) or 2036(a)(2) of the Internal Revenue Code (the "Code"). The retained limited testamentary

power of appointment in Section 3.03, entitled "Administration Upon My Death," is intended to satisfy that objective.

Section 3.03 Administration Upon My Death

I have the limited testamentary power to appoint the remaining principal and the accrued or accumulated income of the trust to or for the benefit of any person or entity, subject to the limitations below.

I may not exercise this power of appointment for the benefit of myself, my creditors, my estate, or the creditors of my estate.

Upon my death, my Trustee will administer any unappointed remaining trust property as provided in the Articles that follow.

Article Four

Tangible Personal Property

The provisions of this article do not impair my Trustee's authority to make distributions during my lifetime. My Trustee is specifically authorized to make distributions of property identified in this article during my lifetime, even if not to the identified recipient, so long as such distributions are otherwise within my Trustee's distribution authority.

Section 4.01 Distribution of Tangible Personal Property by Memorandum

Upon my death, my Trustee will distribute the tangible personal property that I have listed in a separate written memorandum to the people specified in the memorandum. If a listed item is insured, the person who receives the item will also receive the insurance policy and succeed to any claims under the policy. If there is a conflict among multiple memoranda, the latest memorandum will control.

Section 4.02 Distribution of Remaining Tangible Personal Property

My Trustee will distribute all remaining tangible personal property in my trust to my children, but not to their descendants, in shares of substantially equal value, to be divided among my children as they agree. If my Trustee determines that a child is incapable of acting in his or her own best interest, my Trustee will appoint a person to represent the child in the division of the property.

If my children are unable to agree upon the division of the property within six months after my death, my Trustee will make the division. My Trustee may use a lottery or rotation system or any other method of allocation to determine the order of selection and distribution of the property. As an alternative, my Trustee may sell all or any portion of the property and distribute the net proceeds equally among my children who are then living.

If none of my children are then living, my Trustee will distribute such property according to the Articles that follow.

Any tangible personal property distributed under this Section also includes any insurance policies covering the property and any claims under those policies.

Section 4.03 Definition of Tangible Personal Property

For purposes of this Article, the term "tangible personal property" includes, but is not limited to, household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, personal wearing apparel and jewelry, books, sporting goods, and hobby paraphernalia. The term does not include any tangible property that my Trustee, in my Trustee's sole and absolute discretion, determines to be part of any business or business interest that I own at death.

Section 4.04 Ademption

If property to be distributed under this Article becomes part of my trust estate in any manner after my death, then the gift will not adeem simply because it was not a part of my trust estate at my death. My Trustee will distribute the property as a specific gift in accordance with this Article. But if property to be distributed under this Article is not part of my trust estate at my death and does not subsequently become part of my trust estate, then the specific gift made in this Article is null and void, without any legal or binding effect.

Section 4.05 Incidental Expenses and Encumbrances

Until property distributed in accordance with this Article is delivered to the appropriate beneficiary or to the beneficiary's legal representative, my Trustee will pay the reasonable expenses of securing, storing, insuring, packing, transporting, and otherwise caring for the property as an administration expense. Except as otherwise provided in this agreement, my Trustee will distribute property under this Article subject to all liens, security interests, and other encumbrances on the property.

Article Five

Administration of Remaining Trust Property

Upon my death, my Trustee shall administer the remaining trust property as provided in this Article.

Section 5.01 Division and Distribution of Remaining Trust Property

My Trustee shall divide the remaining trust property into separate shares for my descendants, per stirpes. My Trustee shall administer each share for my living children as a separate share for the benefit of the child as provided in the Sections that follow. My Trustee shall administer each share for a descendant of a deceased child as provided in Section 5.05.

Notwithstanding the preceding paragraph, unless the Sections that follow direct a beneficiary's share to a trust not created under this document, during any period that a beneficiary is a Supplemental Needs Person, my Trustee shall administer the beneficiary's share as provided in Article Seven, entitled "Supplemental Needs Trust."

Section 5.02 Distribution of the Share for D. Janette Golay

My Trustee shall administer the share set aside for D. Janette Golay in trust as provided in this Section.

(a) Subtrust Name

The name of this subtrust shall be the Jannette Gollay Subtrust of the Marge Puka Irrevocable Trust. The creation date shall be the date of the Grantor's death.

(b) Distributions of Net Income

At least annually, my Trustee will distribute to D. Janette Golay all of the net income of her trust.

(c) Distributions of Principal

An Independent Trustee may distribute to D. Janette Golay as much of the principal of her trust as such Trustee determines advisable for any purpose. An Interested Trustee may not make distributions of principal from D. Janette Golay's trust.

(d) Guidelines for Discretionary Distributions

In making discretionary distributions to D. Janette Golay, it is my desire to provide for her well-being and happiness. Although I request that my Trustee consider the other known resources available to D. Janette Golay before making discretionary distributions, I also request that my Trustee be liberal in making any distributions to her. I acknowledge that the principal

of the trust established for D. Janette Golay may be exhausted in making such distributions.

(e) Termination of Trust

The primary purpose of this subtrust is to protect and preserve assets. If an Independent Trustee determines the purpose of the subtrust is fulfilled or if there is no other reason to protect and preserve the assets, said Trustee may terminate this subtrust and distribute the remaining property to the beneficiary outright, free of trust.

(f) Distribution Upon the Death of D. Janette Golay

D. Janette Golay has the testamentary limited power to appoint all or any portion of the principal and undistributed income remaining in her trust at her death among my descendants. However, D. Janette Golay may not exercise this limited power of appointment to appoint to herself, her estate, her creditors, or the creditors of her estate.

I intend that this be a limited power of appointment and not a general power of appointment as defined in Section 2041 of the Internal Revenue Code.

Insofar as any part of D. Janette Golay's trust is not effectively appointed, my Trustee will distribute the remaining unappointed balance to D. Janette Golay's descendants, per stirpes. If D. Janette Golay has no then-living descendants, my Trustee will distribute the remaining unappointed balance to the descendants of D. Janette Golay's nearest lineal ancestor who has then-living descendants and who was a descendant of mine, per stirpes; however, if there is no such ancestor, my Trustee will distribute the remaining unappointed balance to my descendants, per stirpes.

If I have no then-living descendants, my Trustee will distribute the remaining unappointed balance as provided in Article Six, entitled "Remote Contingent Distribution."

Section 5.03 Distribution of the Share for Denise R. Powers

My Trustee shall distribute the share set aside for Denise R. Powers to her outright, free of trust, except as provided in Article Eight, entitled "Administration of Trusts for Underage and Incapacitated Beneficiaries."

Section 5.04 Distribution of the Share for Charmelle Y. Puka

My Trustee shall administer the share set aside for Charmelle Y. Puka in trust as provided in this Section.

(a) Subtrust Name

The name of this subtrust shall be the Charmelle Y. Puka Subtrust of the Marge Puka Irrevocable Trust. The creation date shall be the date of the Grantor's death.

(b) Distributions of Net Income

At least annually, my Trustee will distribute to Charmelle Y. Puka all of the net income of her trust.

(c) Distributions of Principal

An Independent Trustee may distribute to Charmelle Y. Puka as much of the principal of her trust as such Trustee determines advisable for any purpose. An Interested Trustee will distribute to Charmelle Y. Puka as much of the principal of her trust as such Trustee determines is necessary or advisable for her health, education, maintenance, or support.

(d) Guidelines for Discretionary Distributions

In making discretionary distributions to Charmelle Y. Puka, it is my desire that Charmelle Y. Puka develop a strong work ethic, be a productive and contributing member of society, and provide for those who are dependent on her for care and support. Accordingly, my Trustee should be mindful of, and always consider, the other known resources available to Charmelle Y. Puka before making discretionary distributions. It is my desire that preservation of principal be a priority for purposes of this trust and that genuine need be shown by Charmelle Y. Puka before my Trustee makes any discretionary distribution.

(e) Termination of Trust

The primary purpose of this subtrust is to protect and preserve assets. If an Independent Trustee determines the purpose of the subtrust is fulfilled or if there is no other reason to protect and preserve the assets, said Trustee may terminate this subtrust and distribute the remaining property to the beneficiary outright, free of trust.

(f) Distribution Upon the Death of Charmelle Y. Puka

Charmelle Y. Puka has the testamentary limited power to appoint all or any portion of the principal and undistributed income remaining in her trust at her death among my descendants. However, Charmelle Y. Puka may not exercise this limited power of appointment to appoint to herself, her estate, her creditors, or the creditors of her estate.

I intend that this be a limited power of appointment and not a general power of appointment as defined in Section 2041 of the Internal Revenue Code.

Insofar as any part of Charmelle Y. Puka's trust is not effectively appointed, my Trustee will distribute the remaining unappointed balance to Charmelle Y. Puka's descendants, per stirpes. If Charmelle Y. Puka has no then-living descendants, my Trustee will distribute the remaining unappointed balance to the descendants of Charmelle Y. Puka's nearest lineal ancestor who has then-living descendants and who was a descendant of mine, per stirpes;

however, if there is no such ancestor, my Trustee will distribute the remaining unappointed balance to my descendants, per stirpes.

If I have no then-living descendants, my Trustee will distribute the remaining unappointed balance as provided in Article Six, entitled "Remote Contingent Distribution."

Section 5.05 Distribution of Trust Shares for Descendants of a Deceased Child

My Trustee shall distribute the share set aside for a descendant of a deceased child to the descendant outright, free of trust, except as provided in Article Eight, entitled "Administration of Trusts for Underage and Incapacitated Beneficiaries."

Section 5.06 Funding Shares on a Non-Pro Rata Basis

If my residuary trust estate is divided into two or more shares, my Trustee may fund the shares on a non-pro rata basis, provided that funding is based on the total fair market value of the assets when allocated.

Article Six

Remote Contingent Distribution

If at any time there is no person or entity qualified to receive final distribution of the trust estate or any part of it, then my Trustee will distribute that portion of my trust estate to those persons who would inherit it had I then died intestate owning the property, as determined and in the proportions provided by the laws of Idaho then in effect.

Article Seven

Supplemental Needs Trust

Trust property will be administered pursuant to the terms of this Supplemental Needs Trust Article when:

- (i) another Article of this agreement directs that the property is to be administered as provided in this Supplemental Needs Trust Article; or
- (ii) the beneficiary of the property under another Article of this agreement is a Supplemental Needs Person, unless the other Article directs the beneficiary's interest to be distributed to a trust not created under this document.

"Beneficiary" under this Supplemental Needs Trust Article refers to the beneficiary of the property under the other Article. The provisions of the other Article shall continue to apply to the extent they do not conflict with the provisions of this Supplemental Needs Trust Article; specifically, the provisions of this Supplemental Needs Trust Article shall control the distributions of income and principal.

Section 7.01 Distributions of Income and Principal

The Trustee shall collect income and, after deducting all charges and expenses attributed thereto, may apply for Beneficiary's benefit, in-kind, or in cash, so much of the income and principal (even to the extent of the whole) as the Trustee deems advisable in the Trustee's sole and absolute discretion, **subject to the limitations set forth below**. The Trustee shall add the balance of net income not paid or applied to the principal of the Supplemental Needs Trust.

(a) Maximize Benefits

Consistent with the purpose of the Supplemental Needs Trust, before expending any amounts from the net income and/or principal of this trust, the Trustee shall consider the availability of all benefits from government or private assistance programs for which Beneficiary may be eligible. The Trustee, where appropriate and to the extent possible, shall endeavor to maximize the collection and facilitate the distribution of these benefits for Beneficiary's benefit.

(b) No Reduction in Benefits

None of the income or principal of the Supplemental Needs Trust shall be applied in such a manner as to supplant, impair, or diminish any governmental benefits or assistance for which Beneficiary may be eligible or which Beneficiary may be receiving.

(c) No Assignment

Beneficiary shall not have the power to assign, encumber, direct, distribute, or authorize distributions from the Supplemental Needs Trust.

(d) Supplemental Needs Trust Savings Clause

Notwithstanding any provision of any Article herein to the contrary, in the event that the Supplemental Needs Trust is challenged or faces imminent invasion by any governmental department or agency in such a way as to affect Beneficiary's eligibility for benefits available under any governmental program, the Trustee must terminate the trust and distribute the trust income and principal as if Beneficiary were then deceased.

Section 7.02 Objective to Promote Independence of Beneficiary

While actions are in the Trustee's sole and absolute discretion, the Trustee should be mindful that it is my wish that Beneficiary live as independently, productively, and happily as possible.

Section 7.03 Not Available Resource to Beneficiary

It is my intent to create a Supplemental Needs Trust that conforms to Idaho law (or if Beneficiary is not a resident of Idaho, to the law of the state where Beneficiary resides), in order to provide for Beneficiary's Supplemental Needs. I intend that the trust assets be used to supplement, not supplant, impair, or diminish, any benefits or assistance of any Federal, state, county, city, or other governmental entity for which Beneficiary may otherwise be eligible or which Beneficiary may be receiving.

Consistent with that intent, it is my desire that, before expending any amounts from net income and/or principal of the trust, the Trustee consider the availability of all benefits from government or private assistance programs for which Beneficiary may be eligible and that, where appropriate and to the extent possible, the Trustee endeavors to maximize the collection of such benefits and to facilitate the distribution of such benefits for the benefit of Beneficiary. All actions of the Trustee shall be directed toward carrying out this intent and the discretion granted the Trustee under this agreement to carry out this intent is absolute.

For purposes of determining Beneficiary's eligibility for any such benefits, no part of the principal or undistributed income of the Supplemental Needs Trust shall be considered available to Beneficiary for public benefit purposes. Beneficiary shall not be considered to have access to principal or income of the trust, and he or she has no ownership, right, authority, or power to convert any asset into cash for his or her own use.

The Trustee shall hold, administer, and distribute all property allocated to the Supplemental Needs Trust for the exclusive benefit of Beneficiary during his or her lifetime. All distributions from the trust are in the sole and absolute discretion of the Trustee, and Beneficiary is legally restricted from demanding trust assets for his or her support and maintenance.

In the event the Trustee is requested to release principal or income of the Supplemental Needs Trust to or on behalf of Beneficiary to pay for equipment, medication, or services that any government agency is authorized to provide, or in the event the Trustee is requested to petition a court or any other administrative agency for the release of trust

principal or income for this purpose, the Trustee is authorized to deny such request and is authorized in its sole and absolute discretion to take whatever administrative or judicial steps may be necessary to continue Beneficiary's eligibility for benefits, including obtaining legal advice about Beneficiary's specific entitlement to public benefits and obtaining instructions from a court of competent jurisdiction ruling that neither the trust corpus nor the trust income is available to Beneficiary for eligibility purposes. Any expenses of the Trustee in this regard, including reasonable attorney's fees, shall be a proper charge to the Supplemental Needs Trust.

Section 7.04 Distribution Guidelines

Consistent with the purpose of the Supplemental Needs Trust, before expending any amounts from the net income and/or principal of the trust, the Trustee shall consider the availability of all benefits from government or private assistance programs for which Beneficiary may be eligible. The Trustee, where appropriate and to the extent possible, shall endeavor to maximize the collection and facilitate the distribution of these benefits for the benefit of Beneficiary. In making distributions, the Trustee will:

- (i) consider any other known income or resources of Beneficiary that are reasonably available;
- (ii) take into consideration all entitlement benefits from any government agency, such as Social Security Disability payments (SSDI), Medicaid, Supplemental Security Income (SSI), and any other special purpose benefits for which Beneficiary is eligible;
- (iii) take into consideration resource and income limitations of any such assistance program;
- (iv) make expenditures so that Beneficiary's standard of living will be comfortable and enjoyable;
- (v) not be obligated or compelled to make specific payments;
- (vi) not pay or reimburse any amounts to any governmental agency or department, unless proper demand is made by such governmental agency and reimbursement is required by the state; and
- (vii) not be liable for any loss of benefits.

Section 7.05 No Seeking of Order to Distribute

For purposes of determining Beneficiary's state Medicaid program equivalent eligibility, no part of the principal or undistributed income of the Supplemental Needs Trust may be considered available to Beneficiary. The Trustee will deny any request by Beneficiary to:

- (i) release principal or income of the trust to or on behalf of Beneficiary to pay for equipment, medication, or services that the state Medicaid program equivalent would provide if the trust did not exist; or
- (ii) petition a court or any other administrative agency for the release of trust principal or income for this purpose.

The Trustee may, in its sole and absolute discretion, take necessary administrative or legal steps to protect Beneficiary's state Medicaid program eligibility, including obtaining a ruling from a court of competent jurisdiction that the trust principal is not available to Beneficiary for purposes of determining eligibility. Expenses for this purpose, including reasonable attorney's fees, are a proper charge to Beneficiary's Supplemental Needs Trust.

Section 7.06 Indemnification of Trustee When Acting in Good Faith

The Trustee shall be indemnified from the trust property for any loss or reduction of public benefits sustained by Beneficiary as a result of the Trustee exercising, in good faith, the authority granted to the Trustee under this Article.

Section 7.07 Termination and Distribution of Supplemental Needs Trust

If the Trustee, in its sole and absolute discretion, determines that Beneficiary is no longer dependent on others and is able to provide independent support, the Trustee shall distribute or retain the remaining Supplemental Needs Trust property according to the other provisions of this agreement as though the provisions of this Article had not been effective.

If the other provisions of this agreement do not provide for the distribution or retention of the remaining property, then the Trustee shall distribute the remaining property to Beneficiary outright, free of trust.

"Independent support" shall be satisfied at such time as Beneficiary has been gainfully employed for thirty-three (33) months of a thirty-six (36) month period immediately preceding the decision to terminate the trust share.

The terms "gainful employment" and "gainfully employed" shall be construed to mean such full-time employment that produces sufficient net income to enable Beneficiary to contribute not less than 100 percent of the funds (exclusive of other sources of revenue) that are necessary to provide for the independent care, support, maintenance, and education of Beneficiary. The Trustee, in its sole and absolute discretion, shall determine whether or not Beneficiary has satisfied the condition of gainful employment.

Section 7.08 Distribution Upon the Death of Beneficiary

Upon the death of Beneficiary, the Trustee shall distribute or retain the remaining Supplemental Needs Trust property according to the other Article of this agreement that directed the property to be held pursuant to this Article.

If the other Article does not provide for distribution upon the death of Beneficiary, then the Trustee shall distribute or retain the remaining Supplemental Needs Trust property as though Beneficiary had predeceased me.

Section 7.09 Waiver of Court Invasion of Principal

Under no circumstances shall Supplemental Needs Trust principal be subject to any court-directed invasion pursuant to the provisions of the laws of Idaho or any other state.

Section 7.10 Prohibition Against Beneficiary Serving as Trustee

Notwithstanding any other provision of this agreement, under no circumstances may Beneficiary serve as Trustee of any share that is being administered for his or her benefit under the provisions of this Supplemental Needs Trust Article.

Section 7.11 Limitation on Power to Remove and Replace Trustee

Notwithstanding any other provision of this agreement, Beneficiary has the power to remove and replace the Trustee of the Supplemental Needs Trust, but may not appoint himself or herself as the replacement Trustee.

Section 7.12 Application of Article

Any decision made by the Trustee under this Article shall be final, controlling, and binding upon all beneficiaries, subject to the provisions of this Article.

Article Eight

Administration of Trusts for Underage and Incapacitated Beneficiaries

Section 8.01 Distributions for Underage and Incapacitated Beneficiaries

If under another provision of this agreement any part of the trust property is directed or required to be distributed outright to an individual (other than me) who has not yet attained the age of 25 years or is incapacitated, then my Trustee may distribute or retain that part of the trust property as described in Section 8.02, unless the provisions of Article Seven, entitled "Supplemental Needs Trust," apply.

Notwithstanding the foregoing provisions of this Section, if Section 9.02(c), entitled "No Beneficiaries Older Than Maximum-Age Beneficiary," applies, and if a potential recipient of the distribution under this Article is required to be considered for purposes of determining the applicable distribution period, then if the distribution includes retirement-account proceeds, such distribution may only be made to individuals who are younger than the maximum-age beneficiary, as that phrase is defined in Section 9.02(d)(3), entitled "Younger and Older."

When making a distribution, I request, but do not require, that my Trustee consider the ability that the beneficiary demonstrated in managing prior distributions.

All decisions made by my Trustee under this Article are final, controlling, and binding upon all beneficiaries, subject to the provisions of this Article.

Section 8.02 Methods of Distribution

Property to which this Article applies may be—

- (i) distributed directly to the beneficiary;
- (ii) distributed to the beneficiary's guardian, conservator, parent, family member, or other person who has assumed responsibility for his or her care;
- (iii) distributed to any person or entity, including my Trustee, as custodian for the beneficiary under the Uniform Transfers to Minors Act, or similar statute;
- (iv) distributed to other persons or entities for the benefit of the beneficiary;
- (v) distributed to an agent authorized to act for the beneficiary under a power of attorney for property;
- (vi) retained in trust, distributing income and principal for any purpose, in any amount, using any of the methods described above, all in my Trustee's sole and absolute discretion, and distributing the remainder outright to the beneficiary when he or she attains the age of 25 years (unless he or she is incapacitated), and upon the beneficiary's death distributing the remainder as appointed by the beneficiary, and if not appointed, as though the beneficiary had predeceased me;

- (vii) retained in trust pursuant to the provisions of Article Seven, entitled "Supplemental Needs Trust," for the benefit of the beneficiary; or
- (viii) distributed or retained in any combination of one or more of the above.

Notwithstanding the above, under no circumstances may property to which this Article applies be retained by or distributed to me.

Article Nine

Trust Administration

Section 9.01 Distributions to Beneficiaries

Whenever this agreement authorizes or directs my Trustee to make a distribution of net income or principal to a beneficiary, my Trustee may apply for the benefit of the beneficiary any property that otherwise could be distributed directly to the beneficiary. My Trustee shall have no responsibility to inquire into the beneficiary's ultimate disposition of the distributed property unless specifically directed otherwise by this agreement.

My Trustee may make distributions in cash or in kind, or partly in each, in proportions and at values determined by my Trustee. My Trustee may allocate undivided interests in specific assets to a beneficiary or trust in any proportion or manner that my Trustee determines, even though the property allocated to one beneficiary may be different from that allocated to another beneficiary.

My Trustee may make these determinations without regard to the income tax attributes of the property and without the consent of any beneficiary.

Section 9.02 Beneficiaries of Retirement-Account Proceeds

This Section governs the distribution of retirement-account proceeds payable to any trust created under this agreement.

(a) Only Individuals May Benefit

Notwithstanding any provision of this agreement to the contrary, only individuals are eligible to receive distributions of retirement-account proceeds. Distributions of retirement-account proceeds must be made as though non-individual beneficiaries were not then in existence. As it relates to retirement-account proceeds, no power of appointment may be exercised in favor of a non-individual appointee, nor in a manner that would adversely affect the applicable distribution period.

(b) Special Rule for Applicable Multi-Beneficiary Trusts

If—

- (i) the trust qualifies as an applicable multi-beneficiary trust under Section 401(a)(9)(H)(v) of the Internal Revenue Code;
- (ii) the trust does not immediately divide into separate trusts for each beneficiary at the time the retirement account becomes payable to the trust; and
- (iii) the trust is a common trust where, at the time the retirement account becomes payable to the trust, more than one beneficiary is presently entitled to receive distributions from the trust,

then subsection (c) below does not apply to such trust and no individual (other than an eligible designated beneficiary described in Section 401(a)(9)(E)(ii)(III) or (IV) of the Internal Revenue Code) has any right to receive distributions from the retirement account until the death of all such eligible designated beneficiaries with respect to the trust's interest in the retirement account.

(c) No Beneficiaries Older Than Maximum-Age Beneficiary

This subsection (c) only applies if—

- (i) subsection (b) above is inapplicable;
- (ii) Section 401(a)(9)(B)(iii) of the Internal Revenue Code applies to the determination of the applicable distribution period;
- (iii) in the absence of the provisions of this subsection (c), at least one individual older than the maximum-age beneficiary would be required to be considered a beneficiary for determining the applicable distribution period; and
- (iv) if at the time for determining the applicable distribution period the maximum-age beneficiary is either not living or not required to be considered a beneficiary for determining the applicable distribution period, there is at least one individual younger than the maximum-age beneficiary who is eligible to succeed to the trust's interest in the retirement-account proceeds.

If this subsection (c) applies, then notwithstanding any provision of this agreement to the contrary, the share of a retirement account payable to the trust must not be distributed to any individual who is older than the maximum-age beneficiary.

For purposes of determining the beneficiary whose life expectancy must be used to determine the applicable distribution period, any individual older than the maximum-age beneficiary must be treated as having died before the retirement account became payable to the trust.

(1) Intent to Qualify for Life-Expectancy Treatment

This subsection (c) is intended to qualify any trust created under this agreement that receives distributions from a retirement account as an accumulation trust, and to use the life expectancy of an individual who is not older than the maximum-age beneficiary to calculate the required minimum distributions under Section 401(a)(9) of the Internal Revenue Code.

(2) No Intent to Diminish Shares of Other Beneficiaries

This subsection (c) is not intended to diminish the trust share for beneficiaries to whom retirement-account proceeds must not be distributed, except to the extent that non-retirement account trust property is insufficient to satisfy those beneficiaries' shares, in which case their shares will be diminished on a pro rata basis.

(d) Definitions

For purposes of this Section 9.02, and elsewhere in this agreement where the context requires, the following definitions apply.

(1) Maximum-Age Beneficiary

"Maximum-age beneficiary" means the individual specifically designated as the maximum-age beneficiary of the trust. If no individual is specifically designated as the maximum-age beneficiary of the trust, then "maximum-age beneficiary" means the individual specifically designated as the primary beneficiary of the trust. If no individual is specifically designated as the primary beneficiary of the trust, then "maximum-age beneficiary" means the oldest individual who was entitled to receive distributions of principal or income from the trust at the time the retirement account first became payable to the trust and who remains so entitled at the latest time for determining the designated beneficiary.

(2) Retirement Account

"Retirement account" means any qualified retirement account, pension plan, profit-sharing plan, Keogh, individual retirement account, or any other like plan or account that allows minimum distributions to beneficiaries based on a beneficiary's life expectancy.

(3) Younger and Older

"Younger than the maximum-age beneficiary" means an individual who was born one day before the date of birth of the maximum-age beneficiary or after, and the phrase "older than the maximum-age beneficiary" means an individual who was born before one day before the date of birth of the maximum-age beneficiary.

Section 9.03 No Court Proceedings

This trust shall be administered expeditiously, consistent with the provisions of this agreement, free of judicial intervention, and without order, approval, or action of any court. The trust shall be subject to the jurisdiction of a court only if my Trustee or another interested party institutes a legal proceeding. A proceeding to seek instructions or a court determination shall be initiated in the court having original jurisdiction over matters relating to the construction and administration of trusts. Seeking instructions or a court determination shall not subject this trust to the continuing jurisdiction of the court.

I request that any questions or disputes that may arise during the administration of this trust be resolved by mediation and if necessary, arbitration in accordance with the Uniform Arbitration Act. Each interested party involved in the dispute (including my Trustee, if involved) shall select an arbiter and, if necessary to establish a majority decision, the arbiters selected shall select an additional arbiter. The decision of a majority of the arbiters selected shall control with respect to the matter.

Section 9.04 No Bond

No Trustee is required to furnish any bond for the faithful performance of my Trustee's duties, unless required by a court of competent jurisdiction and only if the court finds that a bond is needed to protect the interests of the beneficiaries. No surety will be required on any bond required by any law or rule of court, unless the court specifies that a surety is necessary.

Section 9.05 Exoneration of My Trustee

No successor Trustee is obligated to examine the accounts, records, or actions of any previous Trustee or of the personal representative of my estate. No successor Trustee shall be in any way or manner responsible for any act, omission, or forbearance on the part of any previous Trustee or the personal representative of my estate. Unless my Trustee has received notice of removal, my Trustee shall not be liable to me or to any beneficiary for the consequences of any action taken by my Trustee that would have been, but for the prior removal of my Trustee, a proper exercise by my Trustee of the authority granted to my Trustee under this agreement. Absent bad faith on the part of my Trustee, my Trustee is exonerated from any and all liability for the acts, omissions, and forbearances of my Trust Protector.

Any Trustee may request and obtain from the beneficiaries or from their legal representatives, agreements in writing releasing my Trustee from any liability that may have arisen from my Trustee's acts, omissions, and forbearances, and indemnifying my Trustee from liability for the acts, omissions, and forbearances. An agreement described in this paragraph, if acquired from all the living beneficiaries of the trust or from their legal representatives, shall be conclusive and binding upon all parties, born or unborn, who may have, or may in the future acquire, an interest in the trust.

My Trustee may require a refunding agreement before making any distribution or allocation of trust income or principal and may withhold distribution or allocation pending determination or release of a tax lien or other lien.

Section 9.06 Trustee Compensation

An individual serving as Trustee shall be entitled to fair and reasonable compensation for the services rendered as a fiduciary. A corporate fiduciary serving as Trustee shall be compensated by agreement with an individual Trustee or, in the absence of an individual Trustee or in the absence of an agreement, in accordance with the corporate fiduciary's published schedule of fees in effect at the time the services are rendered.

My Trustee may charge additional fees for services it provides that are not comprised within its duties as Trustee, such as fees for legal services, tax return preparation, and corporate finance or investment banking services.

In addition to receiving compensation, my Trustee may be reimbursed for reasonable costs and expenses incurred in carrying out its duties under this agreement.

Section 9.07 Employment of Professionals

My Trustee may appoint, employ, and remove, at any time and from time to time, investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, expert advisers, agents, and employees to advise or assist my Trustee in the performance of its duties. My Trustee may act upon the recommendations of the persons or entities employed with or without independent investigation.

My Trustee may reasonably compensate an individual or entity employed to assist or advise my Trustee regardless of whether the person or entity shall be a Trustee of a trust established under this agreement or a corporate affiliate of a Trustee and regardless of whether the entity shall be one in which a Trustee of a trust created under this agreement is a partner, member, stockholder, officer, director or corporate affiliate, or has any other interest.

My Trustee may pay the usual compensation for services contracted for under this Section out of principal or income of the trust as my Trustee may deem advisable. My Trustee may pay compensation to an individual or entity employed to assist or advise my Trustee without diminution of or charging the same against the compensation to which my Trustee is entitled under this agreement. Any Trustee who shall be a partner, stockholder, officer, director, or corporate affiliate in any entity employed to assist or advise my Trustee shall nonetheless receive my Trustee's share of the compensation paid to the entity.

Section 9.08 Collection of Proceeds Upon the Death of an Insured

Upon the death of an insured under any policy of life insurance forming a part of the trust principal, my Trustee shall make a reasonable effort to collect all sums payable directly to my Trustee or the trust. My Trustee may exercise any of the options of settlement that may at any time be available to my Trustee under the terms of any such policy. My Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

My Trustee may refuse to enter into or maintain any proceeding, whether in law or equity, administrative or otherwise, with respect to any life insurance policy, until my Trustee has been indemnified to its satisfaction against all expenses and liabilities that, in my Trustee's judgment, may be involved in the proceeding.

My Trustee is authorized to compromise and adjust claims arising out of any insurance policy upon such terms and conditions, as my Trustee may deem prudent. The decisions of my Trustee shall be conclusive on all persons.

Section 9.09 Insurance Carrier Protected in Dealing with My Trustee

An insurance carrier is entitled to presume that my Trustee is properly exercising its powers as Trustee under this agreement when working with or assisting my Trustee in any transaction. The insurance carrier and the insurance carrier's agents are not required to inquire into any of the provisions of this agreement to determine if my Trustee has the power to act or is properly exercising its power or see to my Trustee's application of any proceeds paid to my Trustee.

My Trustee's receipt of the insurance proceeds shall relieve the insurance carrier of any further liability with respect to payment of the proceeds.

Section 9.10 Exercise of Testamentary Power of Appointment

Except as otherwise prohibited, a testamentary power of appointment granted under this agreement may be exercised by a valid will or living trust that specifically refers to the power of appointment.

The holder of a testamentary power of appointment may exercise the power to appoint property among the permissible appointees in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the holder of the power designates. The holder of a testamentary power of appointment may grant further powers of appointment to any person to whom principal may be appointed, including a presently exercisable limited or general power of appointment.

My Trustee may conclusively presume that any power of appointment has not been exercised if my Trustee has no knowledge of the existence of a valid will or living trust exercising the power within 30 days after the power holder's death, and my Trustee shall then be released from any liability for any distributions made in good faith.

If there is a conflict among multiple instruments exercising the same power, the latest instrument will control; and if it cannot be determined which conflicting instrument is the latest, then a will controls over a living trust.

Section 9.11 Determination of Principal and Income

The provisions of Idaho law related to the allocation of principal and income shall govern beneficiaries' rights among themselves in matters concerning principal and income. If Idaho law contains no provision concerning an item of principal or income, my Trustee shall determine in a fair, equitable, and practical manner what shall be credited, charged, and apportioned between principal and income.

Section 9.12 Trust Accounting

Recognizing that the state of governing law could impose additional duties, this Section describes my Trustee's duties to account and provide information to beneficiaries.

My Trustee is not required to file accountings in any jurisdiction. Upon the written request of an income beneficiary of a trust created under this agreement, my Trustee must render an accounting to the income beneficiaries of that trust during the accounting period that includes the date of the written request.

The accounting must include the receipts, expenditures, and distributions from the trust for which the accounting is prepared occurring during the accounting period. If a tax return is prepared for a trust during a period for which a trust accounting is made, my Trustee's accounting must include a copy of that tax return. If there is no tax return prepared for the accounting period, my Trustee's accounting must include a balance sheet itemizing the trust property and my Trustee's reasonable estimation of the value of the assets held in the trust as of the date the accounting is completed.

In the absence of fraud or manifest error, the assent by all income beneficiaries to my Trustee's accounting will make the matters disclosed in the accounting binding and conclusive upon all persons, including those living on the date of this agreement and those to be born in the future who have, or will in the future have, a vested or contingent interest in the trust property. In the case of an income beneficiary who is a minor or who is incapacitated, that beneficiary's natural guardian or legal representative may give the assent required under this Section.

A beneficiary may object to an accounting rendered by my Trustee only if the beneficiary gives written notice to my Trustee within 60 days after my Trustee renders the accounting. Any beneficiary who does not submit a written objection to the accounting is deemed to assent to the accounting.

My Trustee must make the trust's financial records and documentation available to beneficiaries at reasonable times and upon reasonable notice for inspection by the beneficiaries. My Trustee is not required to furnish any information regarding my trust to anyone other than a beneficiary. My Trustee may exclude any information that my Trustee determines is not directly applicable to the beneficiary receiving the information.

Section 9.13 Action of Cotrustees

Unless otherwise specified, if two Trustees are eligible to act with respect to a given matter, the concurrence of both is required; if more than two Trustees are eligible to act with respect to a given matter, the concurrence of a majority of the Trustees is required.

If an Interested Trustee joins in an action with respect to a given matter, then the authority of the Trustees for that action is limited to the authority given to an Interested Trustee with respect to the matter.

Even though an act may require the concurrence of more than one Trustee, any one Trustee may carry out the act on behalf of the trust with the same force and effect as if all Trustees had done so. Persons dealing with the acting Trustee in good faith may rely upon the Trustee's authority to act on behalf of the trust without inquiry as to the other Trustees' concurrence.

If the Trustees are unable to concur with respect to a matter as to which they have joint powers, I request that the matter be settled by mediation and, if necessary, arbitration in

accordance with the Uniform Arbitration Act. Each of the Trustees will select an arbiter and, if necessary to establish a majority decision, the arbiters so selected will select an additional arbiter. The decision of a majority of the arbiters so selected will control with respect to the matter.

A nonconcurring Trustee may dissent or abstain from any action of the other Trustee or Trustees. The nonconcurring Trustee is absolved from personal liability by registering his or her dissent or abstention in the records of the trust. After doing so, the nonconcurring Trustee will then act with the other Trustees in any way necessary or appropriate to effectuate the action of the other Trustees.

Section 9.14 Trustee Authority to Disclaim or Release Powers

Notwithstanding any provision of this agreement to the contrary, any Trustee may disclaim or release, in whole or in part, by an instrument in writing, any power held as Trustee, irrevocably or for any period that the Trustee may specify. The Trustee may make the relinquishment of a power personal to the Trustee or may relinquish the power for all subsequent Trustees.

Section 9.15 Delegation of Trustee Authority; Power of Attorney

Subject to the limitations set forth in Section 10.25, any Trustee may, by an instrument in writing, delegate to any other Trustee the right to exercise any power (including a discretionary power) granted my Trustee in this agreement. During the time a delegation under this Section is in effect, my Trustee to whom the delegation was made may exercise the power to the same extent as if the delegating Trustee had personally joined in the exercise of the power. The delegating Trustee may revoke the delegation at any time by giving written notice of revocation to my Trustee to whom the power was delegated.

My Trustee may execute and deliver a revocable or irrevocable power of attorney granting any individual or entity the power to transact any and all business on behalf of my trust or any other trust created under this agreement. The power of attorney may grant to the attorney-in-fact all of the rights, powers, and discretion that my Trustee is entitled to exercise under this agreement.

Section 9.16 Additions to Separate Trusts

If upon the termination of any trust created under this agreement a final distribution is to be made to a person who is the only beneficiary of another trust created under this agreement, my Trustee shall make the distribution to the second trust instead of distributing the property to the beneficiary outright. For purposes of administration, my Trustee shall treat the distribution as though it had been an original part of the second trust.

Section 9.17 Authority to Merge or Sever Trusts

My Trustee may merge and consolidate a trust created under this agreement with any other trust, if the two trusts contain substantially the same terms for the same beneficiaries and at least one Trustee in common.

My Trustee may administer the merged and consolidated trust as a single trust or unit. If, however, a merger or consolidation does not appear feasible, my Trustee may consolidate the assets of the trusts for purposes of investment and trust administration while retaining separate records and accounts for each respective trust.

My Trustee may sever any trust on a fractional basis into two or more separate and identical trusts or may segregate a specific amount or asset from the trust property by allocation to a separate account or trust. The separate trusts may be funded on a non *pro rata* basis provided that funding is based on the total fair market value of the assets on the date of funding. Income earned on a segregated amount or specific asset after the segregation passes with the amount or asset segregated. My Trustee shall hold and administer each separate trust upon terms and conditions substantially identical to those of the trust from which it was severed.

Subject to the terms of the trust, my Trustee may consider differences in federal tax attributes and other pertinent factors in administering the trust property of any separate account or trust, in making applicable tax elections, and in making distributions. A separate trust created by severance must be treated as a separate trust for all purposes from the date on which the severance is effective; however, the effective date of severance may be retroactive to a date before the date on which my Trustee exercises the power.

Section 9.18 Merger of Corporate Fiduciary

If any corporate fiduciary acting as my Trustee under this agreement is merged with or transfers substantially all of its trust assets to another corporation or if a corporate fiduciary changes its name, the successor shall automatically succeed to the trusteeship as if originally named a Trustee. No document of acceptance of trusteeship shall be required.

Section 9.19 Beneficiary's Status

Until my Trustee receives notice of the incapacity, birth, marriage, death, or other event upon which a beneficiary's right to receive payments may depend, my Trustee shall not be liable for acting or failing to act with respect to the event or for disbursements made in good faith to persons whose interest may have been affected by such event. Unless otherwise provided in this agreement, the parent or legal representative may act on behalf of a beneficiary who is a minor or is incapacitated.

My Trustee may rely on any information provided by a beneficiary with respect to the beneficiary's assets and income. My Trustee shall have no independent duty to investigate the status of any beneficiary and shall not incur any liability for failure to do so.

Section 9.20 Discharge of Third Persons

Persons dealing in good faith with my Trustee shall not be required to see to the proper application of money paid or property delivered to my Trustee, or to inquire into the authority of my Trustee as to any transaction. The receipt from my Trustee for any money or property paid, transferred, or delivered to my Trustee shall be a sufficient discharge to the person or persons paying, transferring, or delivering the money or property from all liability in connection with its application.

Section 9.21 Certificate by Trustee

A written statement of my Trustee may always be relied upon by, and shall always be conclusive evidence in favor of, any transfer agent or any other person dealing in good faith with my Trustee in reliance upon the statement.

Section 9.22 Funeral and Other Expenses of Beneficiary

Upon the death of a beneficiary other than me, my Trustee may pay the funeral expenses, burial or cremation expenses, enforceable debts, and other expenses incurred due to the death of the beneficiary, from trust property. This Section shall only apply to the extent the beneficiary has not exercised any testamentary power of appointment granted to him under this agreement.

My Trustee may rely upon any request by the personal representative or members of the family of the deceased beneficiary for payment without verifying the validity or the amounts and without being required to see to the application of the amounts so paid. My Trustee may make decisions under this Section without regard to any limitation on payment of expenses imposed by statute or rule of court and may be made without obtaining the approval of any court having jurisdiction over the administration of the deceased beneficiary's estate.

Section 9.23 Grantor Trust Provisions

I intend that my trust be a grantor trust for federal income tax purposes for those periods of time during which I or any other person holds one or more of the powers described in Sections 671 through 679 of the Internal Revenue Code, the effect of which is that I will be taxed on the income of my trust. To carry out this intent, the following provisions apply to the administration of my trust.

(a) Power of Substitution

While I am living, my Trust Protector may direct my Trustee to transfer any property of my trust to me in exchange for property of equivalent value. My Trustee must follow any such directive.

(b) Nonfiduciary Capacity

The powers described in this Section are exercisable solely in a nonfiduciary capacity without approval or consent of any person acting in a fiduciary capacity. No claim for breach of fiduciary duty may be imposed as a result of the exercise or nonexercise of the powers granted under this Section.

(c) Release and Restoration of Powers

A power holder may release any or all of the powers described in this Section at any time by delivering a written instruction to my Trustee. The release will be effective upon receipt by my Trustee, unless the instruction specifies a later effective date.

If a power described in this Section has been released, unless my Trust Protector is the former power holder, my Trust Protector may restore the

power. But if my Trust Protector is the former power holder, then an Independent Trustee who is not the former power holder may restore the power. The power may be restored to the former power holder or to any person who is not an adverse party within the meaning of Section 672(a) of the Internal Revenue Code and not related or subordinate to me within the meaning of Section 672(c).

Section 9.24 Waiver of Court-Ordered Invasion of Principal

Under no circumstances, however, shall trust principal be subject to any court-directed invasion pursuant to any provision of Idaho law, or the laws of any other state.

Article Ten

My Trustee's Powers

Section 10.01 Introduction to Trustee's Powers

Except as otherwise specifically provided in this agreement, my Trustee may exercise, without prior approval from any court, all the powers conferred by this agreement and any other powers conferred by law, including, without limitation, those powers set forth under the common law or statutory law of Idaho or any other jurisdiction whose law applies to this trust. The powers set forth in Idaho law related to fiduciary powers are specifically incorporated into this trust agreement. The powers conferred upon my Trustee by law, including those powers conferred by Idaho law related to fiduciary powers, shall be subject to any express limitations or contrary directions contained in this agreement.

My Trustee shall exercise these powers in the manner my Trustee determines to be in the best interests of the beneficiaries. My Trustee shall not exercise any of its powers in a manner that is inconsistent with the right of the beneficiaries to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee of a trust may have duties and responsibilities in addition to those described in this agreement. I encourage my Trustee to obtain appropriate legal advice if my Trustee has any questions concerning its duties and responsibilities as Trustee.

Section 10.02 Power to Appoint in Further Trust (Trust Decanting)

An Independent Trustee (the "decanting trustee") may distribute assets of any trust created under this agreement (the "old trust") to another trust (the "new trust") that meets all of the following requirements:

- (i) the new trust must provide for one or more of the beneficiaries of the old trust;
- (ii) the new trust must not reduce any fixed income, annuity, or unitrust right of any beneficiary of the old trust, other than me;
- (iii) the new trust must not defeat a presently exercisable right of any beneficiary to withdraw property from the old trust, other than me;
- (iv) the new trust must not accelerate the interests of remainder beneficiaries of the old trust, but such restriction does not prevent the designation of a beneficiary of the remainder interest of the old trust as a beneficiary of the lifetime interest of the new trust;
- (v) the new trust must not create or expand my rights as a beneficiary over what was provided in the old trust, but may remove or contract any such rights;
- (vi) the new trust must not benefit the decanting trustee, the decanting trustee's creditors, the decanting trustee's estate, or the creditors of the decanting trustee's estate;

- (vii) the term of the new trust must not extend beyond the period of perpetuities provided under the governing law of the old trust; and
- (viii) the new trust must qualify for each of the following if the old trust so qualifies:
 - (a) the marital deduction;
 - (b) the charitable deduction;
 - (c) the gift tax or generation-skipping transfer tax annual exclusion for gifts to the trust; and
 - (d) as a qualified subchapter S corporation shareholder.

Section 10.03 Execution of Documents by My Trustee

My Trustee may execute and deliver any and all instruments in writing that my Trustee considers necessary to carry out any of the powers granted in this agreement.

Section 10.04 Investment Powers in General

My Trustee may invest in any type of investment that my Trustee determines is consistent with the investment goals of my trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account my trust's overall investment portfolio. My Trustee may retain and acquire unproductive and underproductive property. Without limiting my Trustee's investment authority in any way, I request that my Trustee exercise reasonable care and skill in selecting and retaining trust investments. I also request that my Trustee take into account the following factors in choosing investments for my trust:

- The potential return from the investment, both in the form of income and appreciation;

- The potential income tax consequences of the investment;

- The investment's potential for volatility; and

- The role the investment will play in the trust's portfolio.

I request that my Trustee, in arranging the investment portfolio of the trust, also consider the possible effects of inflation or deflation, changes in global and U.S. economic conditions, transaction expenses, and the trust's need for liquidity.

My Trustee may access, establish, cancel, or continue online bank and investment accounts (through the Internet or other similar method) and conduct online banking transactions of any kind as authorized in this agreement.

My Trustee may delegate its discretion to manage trust investments to any registered investment adviser or corporate fiduciary.

Section 10.05 Banking Powers

My Trustee may establish bank accounts of any type in one or more banking institutions that my Trustee may choose. My Trustee may open accounts in the name of my Trustee

(with or without disclosing fiduciary capacity) or in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the fiduciary nature of the account or refer to any trust or Trustee.

An account from which my Trustee makes frequent disbursements need not be an interest-bearing account. My Trustee may authorize withdrawals from an account by check, draft, or other instrument or in any other manner.

Section 10.06 Business Powers

My Trustee is authorized to serve as an officer, director, manager, or in any other capacity of any proprietorship, partnership, joint venture, corporation, or other enterprise in which the trust has an interest (whether or not such interest is total or controlling). My Trustee may receive compensation for services.

My Trustee may contract with and otherwise deal with any such enterprise in the same manner as it would with any enterprise in which the trust has no interest, and may use any voting power my Trustee may have to implement its authority (whether as Trustee or as an officer, director, or other official of the enterprise).

With respect to any units in a limited liability company, limited partnership, or stock in a closely-held corporation ("closely-held company") that are contributed to the trust, the powers granted to my Trustee in this Article shall not disqualify my Trustee from acting personally and independently, and not in a fiduciary capacity, with respect to any closely-held company, from holding office in the closely-held company, from accepting remuneration from the closely-held company, from voting any units or stock in favor of my Trustee as a director or officer of the closely-held company, or from purchasing or selling units or stock of the closely-held company.

If any trust created under this agreement is funded with subchapter S stock, my Trustee may either elect to qualify the trust as a qualified subchapter S trust ("QSST") under Section 1361(d)(3) of the Internal Revenue Code or as an electing small business trust under Section 1361(e)(1) to administer the trust in accordance with the requirements of the corresponding Section.

Section 10.07 Contract Powers

My Trustee may sell at public or private sale, transfer, exchange for other property, and otherwise dispose of trust property for consideration and upon terms and conditions that my Trustee deems advisable. My Trustee may grant options of any duration for any such sales, exchanges, or transfers of trust property.

My Trustee may enter into contracts, and may deliver deeds or other instruments, that my Trustee deems appropriate.

Section 10.08 Common Investments

For purposes of convenience with regard to the administration and investment of the trust property, my Trustee may invest part or all of the trust property jointly with trust property

of other trusts for which my Trustee is also serving as a Trustee. For this purpose, a corporate fiduciary acting as my Trustee may use common funds for investment.

When trust property is managed and invested in this manner, my Trustee shall maintain records that sufficiently identify that portion of the jointly invested assets that constitute the trust property of this trust.

Section 10.09 Environmental Powers

My Trustee shall have the right to inspect trust property to determine compliance with or to respond to any environmental law affecting the trust property. "Environmental law" shall mean any federal, state, or local law, rule, regulation, or ordinance relating to protection of the environment or of human health.

My Trustee may refuse to accept property if my Trustee determines that the property is or may be contaminated by any hazardous substance or is or was used for any purpose involving hazardous substances that could create liability to the trust or to my Trustee.

My Trustee may use and expend trust property to (i) conduct environmental assessments, audits, or site monitoring; (ii) take remedial action to contain, clean up, or remove any hazardous substance including a spill, discharge, or contamination; (iii) institute, contest, or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance; (iv) comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement, or clean-up of any hazardous substance; and (v) employ agents, consultants, and legal counsel to assist my Trustee in these actions.

My Trustee shall not be liable for any loss or reduction in value sustained by my trust as a result of my Trustee's retention of property on which hazardous materials or substances requiring remedial action are discovered unless my Trustee contributed to the resulting loss or reduction in value through willful misconduct or gross negligence.

My Trustee shall not be liable to any beneficiary or to any other party for any decrease in the value of trust property as a result of my Trustee's compliance with any environmental law, including any reporting requirement.

My Trustee may release, relinquish, or disclaim any power held by my Trustee that my Trustee determines may cause my Trustee to incur individual liability under any environmental law.

Section 10.10 Farm, Ranch, and Other Agricultural Powers

My Trustee may retain, acquire, and sell any farm or ranching operation, whether as a sole proprietorship, partnership, or corporation.

My Trustee may engage in the production, harvesting, and marketing of farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

My Trustee may engage and participate in any government farm program, whether state or federally sponsored.

My Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

My Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities, and acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

My Trustee may do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries.

Section 10.11 Insurance Powers

My Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on my life, the life of any beneficiary, or on the life of any person in whom any beneficiary has an insurable interest. It is my intent that life insurance policies be considered proper investments of trust principal. My Trustee may designate any beneficiary (other than me) of any such policy of insurance.

My Trustee may purchase disability, medical, liability, long-term health care, and other insurance on behalf of and for the benefit of any beneficiary (other than me). My Trustee may purchase annuities and similar investments on the life of any beneficiary. My Trustee may designate any beneficiary (other than me) of any such annuity or similar investment.

My Trustee may execute or cancel any automatic premium loan agreement with respect to any policy, and has the power to elect or cancel any automatic premium loan provision in a life insurance policy. My Trustee may borrow money to pay premiums due on any policy, either by borrowing from the company issuing the policy or from another source. My Trustee may assign the policy as security for the loan.

My Trustee may 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.

My Trustee may elect any paid-up insurance or extended term insurance nonforfeiture option contained in a policy.

My Trustee may sell any policy at its fair market value to anyone having an insurable interest in the policies including the insured.

My Trustee may exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing the policy.

Upon termination of the trust, my Trustee may transfer and assign the policies held by the trust as a distribution of trust property.

The provisions of this Section supersede the principles of general trust law with respect to my Trustee's duties and obligations relating to any life insurance policies owned or acquired by my trust.

Section 10.12 No Loans to Me

My Trustee may not make loans of any type to me at any time.

Section 10.13 Borrowing Powers

My Trustee may borrow money at interest rates and on other terms that my Trustee deems advisable from any person, institution, or other source, including, in the case of a corporate fiduciary, its own banking or commercial lending department.

My Trustee may encumber trust property by mortgages, pledges, and other hypothecation, even though the term may extend beyond the termination of the trust or beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities.

My Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. My Trustee may accept deeds in lieu of foreclosure.

Section 10.14 Nominee Powers

My Trustee may hold real estate, securities, and any other trust property in the name of a nominee or in any other form without disclosing the existence of any trust or fiduciary capacity.

Section 10.15 Oil, Gas, and Mineral Interests

My Trustee may acquire, maintain, develop, and exploit, either alone or jointly with others, any oil, gas, coal, minerals, or other natural resource rights or interests.

My Trustee may drill, test, explore, mine, develop, extract, remove, convert, manage, retain, store, sell, and exchange any of such rights and interests on terms and for a price that my Trustee deems advisable.

My Trustee may execute leases, pooling and unitization agreements, and other types of agreements in connection with such oil, gas, coal, mineral, and other natural resource rights and interests even though such arrangements may extend beyond the termination of the trust.

My Trustee may execute division orders, transfer orders, releases, assignments, farm outs, and any other instruments that it deems proper.

My Trustee may employ the services of consultants and outside specialists in connection with the evaluation, management, acquisition, disposition, and development of any mineral interest, and may pay the cost of the services from the principal and income of the trust property.

Section 10.16 Online Accounts, Digital Assets, and Digital Devices

Without limiting any other provision of this agreement, and subject to the limitations of any other provision of this agreement, my Trustee has the powers described in this Section.

My Trustee has full authority to deal with Online Accounts, Digital Assets, and Digital Devices of all kinds, wherever located. This authority includes, but is not limited to, the power to acquire, create, establish, access, control, modify, cancel, delete, continue, transfer, and take possession of such accounts, assets, and devices.

Section 10.17 Payment of Taxes and Expenses

Except as otherwise provided in this agreement, my Trustee is authorized to pay all property taxes, assessments, fees, charges, and other expenses incurred in the administration or protection of the trust. All payments shall be a charge against the trust property and shall be paid by my Trustee out of the income, or to the extent that the income is insufficient, then out of the principal of the trust property. The determination of my Trustee with respect to the payment of expenses shall be conclusive upon the beneficiaries.

Section 10.18 Purchase of Assets from and Loans to My Probate Estate

Upon my death, my Trustee is authorized to purchase and retain in the form received, as an addition to the trust, any property that is a part of my probate or trust estate. In addition, my Trustee may make loans, with or without security, to my probate or trust estate. My Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this Section.

Notwithstanding anything in this agreement to the contrary, my Trustee shall not have the power to use any trust property for the benefit of my estate.

Further, notwithstanding anything in this agreement to the contrary, my Trustee shall not have the power to use any trust property for the benefit of my estate as defined in Section 20.2042-1(b) of the Treasury Regulations, unless such property is included in my gross estate for federal estate tax purposes.

Section 10.19 Qualified Tuition Programs

My Trustee may purchase tuition credits or certificates or make contributions to an account in one or more qualified tuition programs as defined under Section 529 of the Internal Revenue Code on behalf of a beneficiary for the purpose of meeting the qualified higher education expenses of the beneficiary. With respect to an interest in any qualified tuition program, my Trustee is authorized to act as contributor (or similar designation given to the person who maintains control of an interest in the qualified tuition program) and take any and all actions to administer the interest, including, without limitation, the following:

- To designate and change the designated beneficiary of the interest in the qualified tuition program;

- To request withdrawals, both qualified and nonqualified;

- To select among investment options and to reallocate funds in the interest in the qualified tuition program among different investment options;

- To make rollovers to another qualified tuition program; and

- To determine the allocation of any tax benefits or penalties to the beneficiaries of the trust.

Notwithstanding anything in this paragraph to the contrary, the designated beneficiary at all times must be a beneficiary of the trust from which the funds were distributed to establish the interest in the qualified tuition program. My Trustee's investment in a

qualified tuition program shall not be considered a delegation of investment responsibility under any applicable statute or other law.

Section 10.20 Real Estate Powers

My Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve, and in general deal in and with real property in such manner and on such terms and conditions as my Trustee deems appropriate.

My Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements, and abandon, any real property.

My Trustee may manage real estate in any manner that my Trustee deems best and shall have all other real estate powers necessary for this purpose.

My Trustee may enter into contracts to sell real estate. My Trustee may enter into leases and grant options to lease trust property even though the term of the agreement extends beyond the termination of any trusts established under this agreement and beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities. For such purposes, my Trustee may enter into any contracts, covenants, and warranty agreements that my Trustee deems appropriate.

Section 10.21 Residences and Tangible Personal Property

My Trustee may acquire, maintain, and invest in any residence for the use and benefit of the beneficiaries, whether or not the residence is income producing and without regard to the proportion that the value of the residence may bear to the total value of the trust property and even if retaining the residence involves financial risks that trustees would not ordinarily incur. My Trustee may pay or make arrangements for others to pay all carrying costs of the residence, including, but not limited to, taxes, assessments, insurance, expenses of maintaining the residence in suitable repair, and other expenses relating to the operation of the residence for the benefit of the beneficiaries.

My Trustee may acquire, maintain, and invest in articles of tangible personal property, whether or not the property is income producing, and may pay the expenses of the repair and maintenance of the property.

My Trustee shall have no duty to convert the property referred to in this Section to productive property except as required by other provisions of this agreement.

My Trustee may permit any beneficiary to occupy any real property or use any personal property owned by the trust on terms or arrangements that my Trustee may determine, including rent free or in consideration for some or all of the carrying costs (such as taxes, insurance, maintenance, repairs, or other costs).

My Trustee shall have no liability for any depreciation or loss as a result of the retention of any property retained or acquired under the authority of this Section.

Section 10.22 Retention and Abandonment of Trust Property

My Trustee may retain, without liability for depreciation or loss resulting from retention, any property constituting the trust at the time of its creation, at the time of my death, or as the result of the exercise of a stock option. My Trustee may retain property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.

My Trustee may hold property that is non-income producing or is otherwise nonproductive if holding the property is, in the sole and absolute discretion of my Trustee, in the best interests of the beneficiaries. On the other hand, my Trustee shall invest contributions of cash and cash equivalents as soon as reasonably practical after the assets have been acquired by the trust. My Trustee is permitted to retain a reasonable amount in cash or money market accounts in order to pay anticipated expenses and other costs and to provide for anticipated distributions to or for the benefit of a beneficiary.

My Trustee may abandon any trust property that my Trustee deems to be of insignificant value.

Section 10.23 Securities, Brokerage, and Margin Powers

My Trustee may buy, sell, trade, and otherwise deal in stocks, bonds, investment companies, mutual funds, common trust funds, commodities, options, and other securities of any kind and in any amount, including short sales. My Trustee may write and purchase call or put options and other derivative securities. My Trustee may maintain margin accounts with brokerage firms and may pledge securities to secure loans and advances made to my Trustee or to or for the benefit of a beneficiary.

My Trustee may place all or any part of the securities held by the trust in the custody of a bank or trust company. My Trustee may have all securities registered in the name of the bank or trust company or in the name of its nominee. My Trustee may appoint the bank or trust company as the agent or attorney in fact to collect, receive, receipt for, and disburse any income and generally to perform the duties and services incident to a custodian of accounts.

My Trustee may employ a broker-dealer as a custodian for securities held by the trust and may register the securities in the name of the broker-dealer or in the name of a nominee with or without the addition of words indicating that the securities are held in a fiduciary capacity. My Trustee may hold securities in bearer or uncertificated form and may use a central depository, clearing agency, or book-entry system, such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York.

My Trustee may participate in any reorganization, recapitalization, merger, or similar transaction. My Trustee may exercise or sell conversion or subscription rights for securities of all kinds and description.

My Trustee may give proxies or powers of attorney that may be discretionary and with or without powers of substitution. My Trustee may vote or refrain from voting as to any matter.

Section 10.24 Litigation and Settlement Powers

My Trustee may, at the expense of my trust, institute, join, compromise, settle, dismiss, and defend any actions, claims, or proceedings of whatever kind for the protection of my trust property and of my Trustee in the performance of my Trustee's duties. This includes, but is not limited to, proceedings or class actions brought against any public entity or government agency, or brought by any such entity for attachment, recoupment, levy, invasion, reformation, or access of any kind to property of my trust. In the exercise of this power, my Trustee may retain and compensate legal counsel, advisors, and other personnel at the expense of my trust.

Section 10.25 Limitation on My Trustee's Powers

All powers granted to my Trustee under this agreement or by applicable law shall be limited as set forth in this Section, unless explicitly excepted by reference to this Section.

(a) An Interested Trustee Limited to Ascertainable Standards

An Interested Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal, or the termination of the trust to or for the benefit of a beneficiary, to the extent that the exercise of such discretion is other than for the health, education, maintenance, or support of a beneficiary as described under Sections 2041 and 2514 of the Internal Revenue Code.

(b) No Distributions in Discharge of Certain Legal Obligations

My Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of my Trustee, including the obligation of support.

If a beneficiary or any other person has the power to remove a Trustee, that Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the person having the power to remove my Trustee, including that person's obligation of support.

(c) Insurance Policy on the Life of My Trustee

If the trust holds a policy that insures the life of my Trustee, my Trustee shall have no right to exercise any powers or rights with respect to the policy. A Cotrustee serving under this agreement shall exercise the powers and rights with respect to the policy.

If the insured Trustee is the only Trustee, then an Independent Special Trustee designated under Section 2.09 shall exercise the powers and rights with respect to the policy.

If any rule of law or court decision construes the ability of the insured Trustee to name an Independent Special Trustee as an incident of ownership of the policy, then a majority of the then current mandatory and discretionary income beneficiaries (excluding the insured Trustee if he or she is a beneficiary) shall select the Independent Special Trustee.

(d) Insurance Policy on a Beneficiary's Life

If the trust holds a policy that insures the life of a beneficiary, the beneficiary (acting individually or as Trustee) shall have no power over the policy, the cash value of the policy, or the proceeds of the policy. The intent of this denial of power is to prevent an insured beneficiary from having a power that would constitute an incident of ownership of the policy.

The limitations of this subsection shall not apply if the proceeds of the policy would, upon the death of the beneficiary, otherwise be included in the gross estate of the beneficiary for federal estate tax purposes.

Article Eleven General Provisions

Section 11.01 Maximum Term for Trusts

Notwithstanding any other provision of this agreement to the contrary, unless terminated earlier under other provisions of this agreement, each trust created under this agreement terminates upon the expiration of the longest period that property may be held in trust under this agreement without violating the applicable rule against perpetuities.

If the maximum term for trusts under the applicable rule against perpetuities is determined by reference to the death of the last to die among a group of individuals, the group of individuals will consist of the descendants of my maternal and paternal grandparents, who are alive at the relevant time.

At that time, the remaining trust property will vest in and be distributed to the persons then entitled to receive mandatory distributions of net income of the trust and in the same proportions to which they are entitled to receive the net income. If no beneficiary is entitled to receive mandatory distributions of net income, then the remaining trust property will vest in and be distributed to the beneficiaries then entitled to receive discretionary distributions of net income of the trust, in equal shares.

Section 11.02 Spendthrift Provision

Neither the income nor the principal of any trust created under this agreement may be assigned, anticipated, encumbered, alienated, or otherwise voluntarily transferred in any manner by any beneficiary. In addition, neither the income nor the principal of any trust created under this agreement is subject to attachment, bankruptcy proceedings or any other legal process, to the interference or control of creditors or others, or otherwise subject to any involuntary transfer.

This section does not restrict a beneficiary's right to disclaim any interest or the exercise of any power of appointment granted in this agreement. In addition, this Section does not limit the ability of an Independent Trustee to appoint property in further trust for any beneficiary as provided in Section 10.02, entitled "Power to Appoint in Further Trust (Trust Decanting)."

Section 11.03 Contest Provision

If, after receiving a copy of this Section, any person, in any manner, directly or indirectly, attempts to contest or oppose the validity of this agreement (including any amendment to this agreement), or commences, continues, or prosecutes any legal proceeding to set this agreement aside, then such person shall forfeit his or her share, cease to have any right or interest in the property, and shall, for purposes of this agreement be deemed to have predeceased me without surviving descendants.

Section 11.04 Survivorship Presumption

If a beneficiary dies within 30 days after my death, then the beneficiary will be deemed to have predeceased me for purposes of this agreement.

Section 11.05 Changing the Governing Law and Situs of Administration

My Trustee or Trust Protector may, at any time, change the governing law of the trust, remove all or any part of the property or the situs of administration of the trust from one jurisdiction to another, or both. My Trustee or Trust Protector may elect, by filing an instrument with the trust records, that the trust will thereafter be construed, regulated, and governed as to administration by the laws of the new jurisdiction. My Trustee or Trust Protector may act under this Section for any purpose my Trustee or Trust Protector deems appropriate, including the minimization of any taxes in respect of the trust or any beneficiary of such trust, and may do so with or without providing notice to any beneficiary.

If necessary, or if deemed advisable by my Trustee or Trust Protector, my Trustee or Trust Protector will appoint an Independent Trustee to serve as trustee in the new situs.

If necessary, and if my Trustee or Trust Protector does not appoint an Independent Trustee within 30 days of changing the governing law or situs of the trust, the beneficiaries entitled to receive distributions of net income under the trust may, by majority consent, appoint a corporate fiduciary in the new situs. If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

Section 11.06 Definitions

For purposes of this agreement, the following terms have the following meanings:

(a) Adopted and Afterborn Persons

A legally adopted person in any generation and his or her descendants, including adopted descendants, has the same rights and shall be treated in the same manner under this agreement as would children born of the adopting parent, provided such person is legally adopted prior to attaining the age of 18 years. A person is deemed to be legally adopted if the adoption was legal in the jurisdiction in which it occurred at the time that it occurred.

A fetus in utero that is later born alive shall be considered a person in being during the period of gestation.

(b) Agreement

The term "this agreement" means this trust agreement and includes all trusts created under the terms of this trust agreement.

(c) Descendants

The term "descendants" means the lineal descendants of all generations of the identified person, and includes children whose relationships with their parents arose from any of the following:

- (i) natural birth;
- (ii) legal adoption;
- (iii) court declaration of parentage; and
- (iv) recognition of parent-child relationship by state law for children born during a domestic partnership, civil union, or marriage.

(d) Digital Assets

The term “Digital Assets” means intangible personal property related to digital technology (whether located on a Digital Device or an Online Account), including, but not limited to: emails sent or received; text messages sent or received; other digital communications sent or received; digital music; digital photographs; digital videos; software licenses; social network accounts; file sharing accounts; online access to financial accounts; domain registrations; DNS service accounts; website hosting accounts; personal and commercial websites; tax preparation service accounts; online store accounts; affiliate marketing accounts; and other types of online accounts and digital items that currently exist or may exist as technology develops.

(e) Digital Devices

The term “Digital Devices” means tangible personal property related to digital technology capable of storing Digital Assets or accessing Online Accounts, and includes, but is not limited to: desktop computers; laptop computers; tablet computing devices (tablets); other mobile computing devices; peripheral devices; hard disk drives; solid state drives; flash memory devices; other storage devices; mobile telephones; smartphones; and any other type of digital device that currently exists or may exist as technology develops.

(f) Distribution Trustee

The term “my Distribution Trustee” or “Distribution Trustee” refers to a person or a corporate fiduciary who is qualified to serve as an Independent Trustee and is appointed as Distribution Trustee in one or more trusts under this agreement. A Distribution Trustee’s authority is limited to participating in distributions specifically assigned to the Distribution Trustee, and has no other powers or responsibilities.

(g) Education

The term “education” is intended to be an ascertainable standard in accordance with Section 2041 and Section 2514 of the Internal Revenue Code and includes, but is not limited to:

- (i) enrollment at private elementary, junior, and senior high school, including boarding school;

- (ii) undergraduate and graduate study in any field at a college or university;
- (iii) specialized, vocational, or professional training or instruction at any institution, including private instruction;
- (iv) computer-based training (also referred to as e-learning, Internet-based training, or web-based training), including all forms of electronically supported learning and teaching, including educational technology, whether out-of-classroom or in-classroom education, and supplied via technology applications and processes such as web-based learning, computer-based learning, virtual educational opportunities, and digital collaboration; and
- (v) any other curriculum or activity that my Trustee may deem useful for developing the abilities and interests of a beneficiary including, without limitation, athletic training, musical instruction, theatrical training, the arts, and travel.

The term "education" also includes distributions made by my Trustee for expenses such as tuition, room and board, fees, books and supplies, tutoring, transportation, and a reasonable allowance for living expenses.

(h) Grantor

The term "Grantor" has the same legal meaning as "Settlor," "Trustor," "Trustmaker," or any other term referring to the maker of a trust.

(i) Incapacity

Except as otherwise provided in this agreement, a person is deemed incapacitated in any one of the following circumstances.

(1) The Opinion of Two Licensed Physicians

An individual is deemed incapacitated whenever, in the opinion of two licensed physicians, the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause.

An individual is deemed restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

(2) Court Determination

An individual is deemed incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent, or legally incapacitated.

(3) Disappearance, Absence, or Detention

An individual is deemed incapacitated whenever, in my Trustee's sole and absolute discretion, he or she cannot effectively manage his or her property or financial affairs due to disappearance, absence, or detention (including incarceration).

A person's disappearance, absence, or detention (including incarceration), may be established by an affidavit of my Trustee describing the relevant circumstances. A third party dealing in good faith with my Trustee may rely on the affidavit as conclusive evidence of incapacity.

(j) Income Beneficiary

The term "income beneficiary" means any beneficiary to whom the trust's net income may be distributed, whether the distributions are mandatory or discretionary.

(k) Independent Trustee

The term "Independent Trustee" means a Trustee who is not an Interested Trustee as defined in subsection (l) and includes an Independent Special Trustee appointed under the provisions of Section 2.09. Whenever a power is granted exclusively to an Independent Trustee or the phrase "other than an Interested Trustee" is used (or similar prohibitive language), then the power or discretion may be exercised only by an Independent Trustee.

(l) Interested Trustee

The term "Interested Trustee" means a Trustee who (1) is a transferor or beneficiary; (2) is related or subordinate to a transferor or beneficiary; (3) can be removed and replaced by a transferor with either the transferor or a party who is related or subordinate to the transferor; or (4) can be removed and replaced by a beneficiary with either the beneficiary or a party who is related or subordinate to the beneficiary.

For purposes of this subsection, (1) "transferor" means a person who transferred property to the trust, including a person whose disclaimer resulted in property passing to the trust; (2) "beneficiary" means a person who is or in the future may be eligible to receive income or principal from the trust pursuant to the terms of the trust, even if such person has only a remote contingent remainder interest in the trust, but not if the person's only interest is as a potential appointee under a power of appointment; and (3) "related or subordinate" means related or subordinate within the meaning of Section 672(c) of the Internal Revenue Code.

(m) Internal Revenue Code and Treasury Regulations

References to the “Internal Revenue Code” or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and the corresponding Treasury Regulations, if any. References to the “Treasury Regulations” are to the Treasury Regulations under the Internal Revenue Code in effect from time to time. If a particular provision of the Internal Revenue Code is renumbered, or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference is deemed to be made to the renumbered provision or to the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this agreement. The same rule applies to references to the Treasury Regulations.

(n) Lifetime Beneficiary or Lifetime Beneficiaries

The term “Lifetime Beneficiary” or “Lifetime Beneficiaries” means one or more of those beneficiaries that are identified as such in Section 1.07.

(o) Online Accounts

The term “Online Accounts” means accounts that are accessible through the Internet or other similar method, including, but not limited to: bank accounts; investment accounts; other financial accounts; accounts with health care providers; social media accounts (like LinkedIn, Facebook, and Twitter); gambling and poker accounts; accounts with publishers; accounts for access to employee benefits; email accounts; accounts with Internet service providers; accounts to manage websites and website domain names; accounts with retail vendors; tax-preparation service accounts; affiliate marketing accounts; accounts with utility companies; user access accounts on third-party Digital Devices; and any other online account.

(p) Per Stirpes

Whenever a distribution is to be made to a person’s descendants “per stirpes,” the distribution will be divided into as many equal shares as there are then-living children of the person and deceased children of the person who left then-living descendants. Each then-living child will receive one share and the share of each deceased child will be divided among such child’s descendants in the same manner.

(q) Primary Beneficiary

The primary beneficiary of a trust created under this agreement is the oldest income beneficiary of that trust unless some other individual is specifically designated as the primary beneficiary of that separate trust.

(r) Shall, Must, and May

Unless otherwise specifically provided in this agreement or by the context in which used, the words “shall” and “must” are used interchangeably to

command, direct, or require, and the word “may” to allow or permit, but not require. In the context of my Trustee, the word “may” is used to authorize my Trustee to act in my Trustee’s sole and absolute discretion unless otherwise stated. In addition, unless otherwise specifically provided in this agreement or by the context in which used, the phrases “shall not,” “must not,” and “may not” are used interchangeably to prohibit or forbid.

(s) Supplemental Needs Person

The term “Supplemental Needs Person” means a person who:

- (i) is disabled; or
- (ii) is receiving, or is eligible to receive, assistance or other benefits under a means-based government program (such as Medicaid or Supplemental Security Income).

As used above, the term “disabled” means disabled as defined in United States Code Title 42, Section 1382c(a)(3), or any other federal law related to means-based government programs for the disabled, or under Idaho law related to means-based government programs, or under the law related to means-based government programs in the state where the person resides if the person is not a resident of Idaho.

As used above, the term “assistance” means assistance or medical assistance as defined in United States Code Title 42, Section 1396d(a), or any other federal law related to means-based government programs for the disabled, or under Idaho law related to means-based government programs, or under the law related to means-based government programs in the state where the person resides if the person is not a resident of Idaho.

As used above, a person is “eligible to receive” assistance or other benefits under a means-based government program if the person has been deemed eligible by the agency overseeing the program, or if the Trustee, in the Trustee’s sole and absolute discretion, determines that the person would be eligible to receive such assistance or other benefits if an application were made.

(t) Trust

The terms “trust,” “my trust,” “this trust,” “this agreement,” and similar terms refer to this agreement and all trusts created under the terms of this agreement.

(u) Trustee

The terms “Trustee” and “my Trustee” refer to the Trustees named in Article One, entitled “Establishing My Trust,” and to any successor, substitute, replacement, or additional person, corporation, or other entity that is from time to time acting as the Trustee of any trust created under the

terms of this agreement. The term "Trustee" refers to singular or plural as the context may require.

(v) Trust Estate and Trust Property

The terms "trust estate" and "trust property" mean all property (income and principal) held by my Trustee under this agreement, including all property that my Trustee may acquire from any source.

Section 11.07 General Provisions and Rules of Construction

The following general provisions and rules of construction apply to this agreement:

(a) Duplicate Originals and Certified Copies

I may have executed any number of counterparts of this agreement, each of which is deemed to be an original. Any person may rely upon a copy of this agreement certified under oath by my Trustee to be a true copy, to the same effect as if it were an original.

(b) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context.

(c) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and subsections used within this agreement are included solely for the convenience and reference of the reader. They have no significance in the interpretation or construction of this agreement.

(d) Governing Law

Unless the Situs of Administration is changed as provided in Section 11.05, Idaho law governs the validity and construction of this agreement.

(e) References to Provisions of Law

References to statutory, regulatory, or other provisions of law are to the referenced provision as amended periodically. If a referenced provision is renumbered or superseded by a subsequent provision, any reference is deemed to be made to the renumbered provision or to the corresponding provision of the subsequent law.

(f) Notices

Unless otherwise stated, whenever this agreement calls for notice, the notice must be in writing and personally delivered with proof of delivery, or mailed postage prepaid by certified mail, return receipt requested, to the last known address of the party requiring notice. Notice is effective on the date personally delivered or on the date of the return receipt. If a party giving

notice does not receive the return receipt but has proof that he or she mailed the notice, notice shall be effective on the date it would normally have been received via certified mail. If notice is required to be given to a minor or incapacitated individual, notice must be given to the parent or legal representative of the minor or incapacitated individual.

(g) Severability

The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.

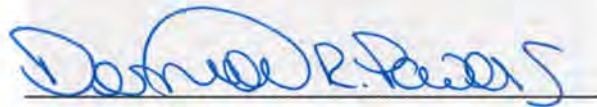
Grantor and Trustee

I hereby execute this agreement on August 25, 2021.

I certify that I have read this agreement, that I understand it, and that it correctly states the provisions under which the trust property is to be administered and distributed by my Trustee.



Marjorie A. Puka, Grantor



Denise R. Powers, Trustee

STATE OF IDAHO)
) ss.:
COUNTY OF TWIN FALLS)

On this day, August 25, 2021, before me personally appeared Marjorie A. Puka and Denise R. Powers, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individuals whose names are subscribed to the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.

[Seal]



Mary J. Comer, Public Notary
Residing at: Buhl, Idaho
My commission expires: April 13, 2026

Marge Puka Irrevocable Trust
11-10