

THE PUKA PRIVATE ANNUITY TRUST

We, THOMAS V. PUKA and MARJORIE A. PUKA, husband and wife, of Twin Falls County, Idaho, hereinafter referred to as "Grantors," desiring to establish a private annuity trust, hereby enter into this trust agreement with DENISE R. POWERS as the initial trustee (hereinafter "the Trustee"). This trust shall be known as THE PUKA PRIVATE ANNUITY TRUST.

ARTICLE I

A. *Funding of Trust.* The Grantors hereby transfer and irrevocably assign, on the above date, to the Trustee the property described in Schedule A, and the Trustee accepts the property and agrees to hold, manage, and distribute the property under the terms set forth in this trust instrument.

B. *Accumulation of Income.* Until the oldest Grantor (THOMAS V. PUKA) reaches the age of 70 ½ years, the trust income shall continue to be accumulated and held in trust for the benefit of the Trust beneficiaries.

C. *Payment of Annuity Amount.* When the oldest Grantor (THOMAS V. PUKA) reaches the age of 70 ½, in each taxable year of the trust, the Trustee shall pay to THOMAS V. PUKA (hereinafter "the Initial Recipient") until the Initial Recipient's death, and thereafter to MARJORIE A. PUKA (hereinafter "the Successor Recipient") (subject to any proration in paragraph 4), an annuity amount to the actuarially determined amount starting when initial recipient reaches the age of 70 ½ years. The first day of the annuity period shall be August 13, 2012 and the last day of the annuity period shall be the date of the death of the survivor of the Initial Recipient and the Successor Recipient. The

annuity amount shall be paid in equal quarterly installments at the end of each calendar quarter from income, and to the extent income is not sufficient, from principal. Any income of the trust for a taxable year in excess of the annuity amount shall be added to principal. The lifetime annuity interest of the Successor Recipient will take effect upon the death of the Initial Recipient.

D. *Proration of Annuity Amount.* The Trustee shall prorate the annuity amount on a daily basis for any short taxable year. If the Successor Recipient survives the Initial Recipient, the Trustee shall prorate on a daily basis the next regular annuity payment due after the death of the Initial Recipient between the estate of the Initial Recipient and the Successor Recipient. In the taxable year of the trust during which the annuity period ends, the Trustee shall prorate the annuity amount on a daily basis for the number of days of the annuity period in that taxable year.

E. *Distribution.* At the termination of the annuity period, the Trustee shall distribute all of the then principal and income of the trust (other than any amount due the Recipients or their estates under the provisions above) equally to Grantors' children DIANA J. GOLAY, DENISE R. POWERS and CHARMELE Y. PUKA (hereinafter "Beneficiary," individually or the "Beneficiaries" collectively) subject to the following conditions:

1. In the event any of the Grantors' children shall predecease either Grantor, the deceased child's share shall pass to the deceased child's surviving natural, adopted children listed above, to be held in trust and distributed when each beneficiary reaches the age of twenty-one (21) years.

2. The Trustee shall account individually for each beneficiary's share of the trust principal and interest. The Trustee shall in her sole discretion distribute any of the trust principal and/or income to each beneficiary for health, education, support, and maintenance.

F. *Spendthrift Provision.* The interests of beneficiaries in principal or income shall not be subject to claims of their creditors or others nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

ARTICLE II

A. *Trustee's Powers.* To carry out the purposes of this Trust and subject to any limitations stated elsewhere herein, the Trustee are vested with the following powers affecting the Trust and the real and personal property of the Trust estate:

1. To manage, control, sell, convey, exchange, partition, divide, subdivide, improve, repair; to grant options and to sell upon deferred payments; to lease for terms within or extending beyond the duration of this Trust for any purpose.

2. To retain property, and invest and reinvest as provided by law from time to time, existing property.

3. Upon any division or partial or final distribution of the Trust estate, to partition, allot, and distribute the Trust estate in undivided interests or in kind, or partly in money and partly in kind at valuations determined by the Trustee, and to sell such property as the Trustee may deem necessary to make division or distribution.

4. To determine what is principal or income of the Trust estate and apportion and allocate in its discretion receipts and expenses as between these accounts. Except insofar as the Trustees shall exercise this discretion, and except as otherwise provided in this Trust, matters relating to the rights of beneficiaries among themselves as to principal and income shall be governed by the provisions of the Uniform Principal and Income Act, Chapter 10 of Title 68, Idaho Code, as now in effect and as it may hereinafter be amended from time to time existing.

5. Nothing in this trust instrument shall be construed to restrict the Trustee from investing the trust assets in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

B. *Self-Dealing.* The Trustee shall not engage in any act of self-dealing within the meaning of § 4941(d) of the Internal Revenue Code ("Code"), as modified by § 4947(a)(2)(A) of the Code, and shall not make any taxable expenditures within the meaning of § 4945(d) of the Code, as modified by § 4947(a)(2)(A) of the Code.

ARTICLE III

A. General Provisions:

1. Income accrued or unpaid on Trust property when received into the Trust shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any interest or estate under this Trust shall go the beneficiaries entitled to the next eventual interest in the proportions in which they take such interest. Periodic payments out of principal, not

due upon the termination of any interest or estate, shall not be apportioned to that date. The Trustee shall not be required to prorate taxes and other current expense to the date of termination.

2. The Trustee shall pay out of principal or income as they may elect, or partly out of each, in such shares as they may determine, property taxes, assessments, charges, attorneys' fees, the Trustee's compensation and other expenses incurred in the administration or protection of this Trust. The discretion of the Trustee to pay these items from income or principal, or partly from each, may be exercised not only in the interest of the Trust estate but for the benefit of any beneficiary. The income remaining after such expenditures as the Trustee shall elect to pay therefrom, shall constitute net income.

3. No additional contributions shall be made to the trust after the initial contribution.

4. The taxable year of the trust shall be the calendar year.

5. This trust is irrevocable. However, the Trustee shall have the power, acting alone, to amend the trust from time to time in any manner required for the sole purpose of ensuring that the trust qualifies within the meaning of the Code.

6. If any provision of this instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

7. The operation of the trust shall be governed by the laws of the State of Idaho.

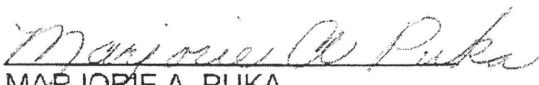
This Trust Agreement is entered into and executed on the 10 day of July, 2006.

GRANTORS:

TRUSTEE:


THOMAS V. PUKA


DENISE R. POWERS

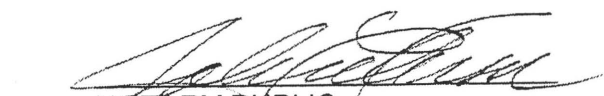

MARJORIE A. PUKA

STATE OF IDAHO)
County of Twin Falls) ss.
)

On this 10 day of July, in the year of 2006, before me, the undersigned Notary Public in and for said County and State, personally appeared THOMAS V. PUKA and MARJORIE A. PUKA, husband and wife, and known or identified to me to be the Grantors of THE PUKA PRIVATE ANNUITY TRUST and the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

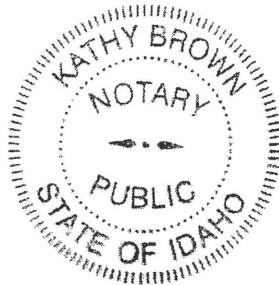



NOTARY PUBLIC
Residing at: Twin Falls, ID
My Commission Expires: 8-15-2011

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 10 day of July, in the year of 2006, before me, the undersigned Notary Public in and for said County and State, personally appeared DENISE R. POWERS, known or identified to me to be the Trustee of THE PUKA PRIVATE ANNUITY TRUST and the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Kathy Brown
NOTARY PUBLIC
Residing at: Twin Falls, ID
My Commission Expires: 5-15-08