

AUG 28 2019

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT OF WATER RESOURCES
SOUTHERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT – POINT(S) OF DIVERSION

This form may be used to apply to change and/or add points of diversion for existing water rights and to report an ownership change for a water right(s) in connection with the proposed point of diversion change(s). Do not use this form to apply for changes to other elements of a water right. See the [Application for Transfer Instructions](#) for help completing this form and for mailing addresses of Department offices where your application can be submitted.

Check all that apply:

- ☒ Change diversion point(s) ☐ Add diversion point(s) ☐ Ownership change ☐ Ownership split
☐ Transfer is for changes pursuant to [Idaho Code § 42-221.O.8](#). Attach an explanation and any supporting documentation.

1. **APPLICANT(S)** Peter C Geagan Revocable Trust, Kate M Geagan Revocable Trust Phone 208-928-65132. **MAILING ADDRESS** 209 Red Devil Drive City HaileyState ID Zip 83333-5160 Email _____

- ☐ If the applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign for the applicant.
☐ If the applicant is not the current water right(s) owner, attach documentation of authority to file the application.
☐ If the application includes a change in ownership of water right(s), attach a copy of the conveyance document, such as a warranty deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property conveyed or description of the water right if no land is conveyed. Additional fee(s) are required for water right ownership changes; see Item 9 for the [fee schedule](#).

If the ownership change resulted in the water right(s) being split, how did the division occur? Mark one:

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

- ☐ If the application is not signed by the applicant, attach a Power of Attorney or other documentation providing authority to sign for the applicant.

3. **LIST WATER RIGHT NUMBER(S)** 37-20378

- ☒ Attach a copy of the water right(s) as recorded, available at [idwr.idaho.gov](#), *Water Right Transfers, Step 1*, or by contacting any Department office.

4. **TOTAL AMOUNT OF WATER** transferred is 0.01 cubic feet per second and/or 1.4 acre-feet per annum.
(diversion rate) (storage volume)5. **POINT OF DIVERSION** – Describe all the point(s) of diversion to be included on the water right(s) after the proposed change.

- ☐ Attach Eastern Snake Plain Aquifer (ESPA) analysis if this transfer proposes to change a point of diversion affecting the ESPA. ESPA analysis information is available at [idwr.idaho.gov](#), *Water Rights, Water Right Transfers, Modeling Resources*.

New?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
NO		SW	SW	SE	33	03N	18E	BLAINE	GROUND WATER	EXISTING WELL

6. GENERAL INFORMATION

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Existing buried pressurized irrigation system allows diversion and irrigation under 37-20377 on applicant's property. Applicant seeks to move POD for 37-20378 to same existing well on the property.

- b. Who owns the property at the point(s) of diversion? Applicant.

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
N/A.

- c. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right(s), or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the right(s)?

If yes, describe:

N/A.

- d. Is any portion of the water right(s) proposed to be changed currently leased to the Water Supply Bank? ☐ Yes ☒ No

- ☐ If yes and there are multiple owners, attach a Lessor Designation form.
☐ If yes, the individual owner or designated lessor must complete, sign and attach an IRS Form W-9.
(Disregard if these items are on file and ownership has not changed.)

7. **MAP** – ☒ Attach a map of the diversion, measurement, control and distribution system. Include the place of use if a split of the water right occurred. Clearly label the map with township, range, section and $\frac{1}{4}$ $\frac{1}{4}$ of section information. You may create a map at idwr.idaho.gov, Water Rights, Water Right Transfers, File a Transfer Application, Step 2C.

8. **SIGNATURE** – The information in this application is true to the best of my knowledge. I understand any willful misrepresentations in this application may result in rejection of the application or cancellation of an approval.

Kathy H
Signature of applicant or authorized agent

Kate Gagon
Print name and title if applicable

8/21/19
Date

Signature of applicant or authorized agent

Print name and title if applicable

Date

9. **FEE** – ☒ The application filing fee provided in Idaho Code § 42-221.O, must be submitted with the application for transfer. Applications for changes pursuant to Idaho Code § 42-221.O.8. require a filing fee of \$50 per water right. All other application fees are based on the total amount of water proposed for transfer in Item 4: the larger fee for either cubic feet per second (diversion rate) or acre-feet per annum (storage volume). The Fee Schedule is available at www.idwr.idaho.gov, Water Right Transfers, Step 4 and in the Application for Transfer Instructions.

FOR DEPARTMENT USE ONLY

Transfer includes _____ pages of attachments.

Received by S.G.

Date 8.28.2019

Fee paid \$200 - Date 6.5.2019

Received by bm

Receipt # 5037362

Preliminary review by _____

Date _____

Active in the Water Supply Bank? Yes ☐ No ☐

W-9 received? Yes ☐ No ☐

Name on W-9 _____

W-9 forwarded to fiscal? Yes ☐ No ☐

(Do NOT scan the W-9 – confidential information is held by fiscal only)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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RECEIVED

JUN 05 2019

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 ☐ Ownership change
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1. **APPLICANT(S)** Peter C Geagan Revocable Trust, Kate M Geagan Revocable Trust Phone 208-928-6513

2. **MAILING ADDRESS** 209 Red Devil Drive City Hailey

State ID Zip 83333-5160 Email _____

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8. **SIGNATURE** – The information in this application is true to the best of my knowledge. I understand any willful misrepresentations in this application may result in rejection of the application or cancellation of an approval.

PC Geagan
Signature of applicant or authorized agent

Peter C. Geagan
Print name and title if applicable

5/31/19
Date

Signature of applicant or authorized agent

Print name and title if applicable

Date

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Received by S.G.

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(Do NOT scan the W-9 – confidential information is held by fiscal only)

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 37-20378

Current Owner: PETER C GEAGAN REVOCABLE TRUST
KATE M GEAGAN REVOCABLE TRUST
Priority Date: 11/7/1988
Origin: Water Right
Status: Active
Basis: License

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/15 to 10/31	0.01 CFS	1.4 AF
	<u>Total Diversion</u>	0.01 CFS	1.4 AF

Location of Point(s) of Diversion

GROUND WATER SE1/4SE1/4SW1/4 Sec. 33, Twp 03N, Rge 18E B.M.
BLAINE County

Place of Use

IRRIGATION Within BLAINE County

T03N R18E S33 SWSE 0.40
Total Acres: 0.4

Conditions of Approval:

1. X35 Rights 37-08819, 37-20375, 37-20376 and 37-20378 when combined shall not exceed a total diversion rate of 0.15 cfs for irrigation purposes.
2. X31 This right when combined with all other rights shall provide no more than 0.01 cfs nor more than 1.4 afa at the field headgate for irrigation of the land described above.
3. X60 Place of use is located within Lot 13, Buckhorn Subdivision First Addition.
4. X36 Right 37-20375 is also diverted through the point of diversion described above.
5. Rights 37-20377 and 37-20378 when combined shall not exceed the irrigation of 1.5 acres within Lot 13, Buckhorn Subdivision First Addition.
6. X59 Point of diversion is located within Lot 10, Buckhorn Subdivision First Addition.
7. 041 Irrigation use under this right is authorized only in connection with a domestic use.

Licensed Date: 6/6/2001

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JUL 01 2019

DEPT OF WATER RESOURCES
SOUTHERN REGION

LAST WILL AND TESTAMENT
OF
KATHLEEN M. GEAGAN

I, KATHLEEN M. GEAGAN, also known as KATE M. GEAGAN, a United States citizen and a resident of Blaine County, Idaho, make my Last Will and Testament (referred to as the "Will"), revoking all previous wills and codicils. I intend by this will to dispose of all my property. At the date of execution of this Will, I am married to PETER CHRISTOPHER GEAGAN, also known as PETER C. GEAGAN (referred to as "Peter").

ARTICLE I PROPERTY

I intend that my Will dispose of all property wherever situated that I have the power to dispose of by will at my death, but not limited to, my separate property and my interest in such community property as I may own at the date of my death. Unless otherwise expressly stated herein, I do not intend to exercise any power of appointment, which may have been conferred upon me.

ARTICLE II JOINTLY HELD PROPERTY

If on the date of my death I hold any real property as a joint tenant with another person with rights of survivorship, it is my stated intention that said designation of joint ownership shall control and all such property shall upon my death pass to the surviving joint tenant. It is not my intention that jointly held real property be considered as part of my probate Estate. If on the date of my death I hold any personal property jointly with another person with rights of survivorship, it is my stated intention that the designation of joint ownership shall not control and my interest in such property shall upon my death pass to the Trust as stated in this Will. In the case of joint personal property, it shall be deemed to be so held for convenience purposes only and that I intended such property to be transferred to the Trust.

ARTICLE III POLICIES OF INSURANCE OR ANNUITIES

If on the date of my death I hold any policies of life insurance or annuities with a death benefit insuring my life, it is my stated intention that the designation of beneficiaries with those policies or annuities shall control and all such property shall upon my death pass to those persons I designated as beneficiaries. It is not my intention that those policies of insurance or annuities be considered part of my probate Estate or controlled by this Will.

ARTICLE IV PAYMENTS TO CREDITORS

A. Payment of Debts, Expenses and Taxes upon and after my Death. After my death, my Personal Representative shall make payments as follows:

1. My Personal Representative shall pay the expenses of administration of my Estate, including expenses relating to estate, inheritance or other death taxes payable as a result of my death. My Personal Representative shall pay funeral expenses, last illness expenses and debts

(except encumbrances on real property not yet due) to the extent said expenses are enforceable claims against my Estate.

2. Any expense, debt or taxes paid pursuant to this Article shall be paid from my Residuary Estate, as defined by this Will, without the right of contribution from any person, including, adjustment or apportionment among the residuary beneficiaries and shall not be charged or collected from any devisee or legatee under this Will.

ARTICLE V SPECIFIC BEQUESTS

A. Tangible Personal Property.

1. After my death, my Personal Representative shall distribute my tangible personal property, including, without limitation, my household furniture and furnishings, appliances and equipment, carpets, silverware, books, pictures, paintings, personal effects, clothing, jewelry, automobiles and all other properties which are commonly included within the meaning of tangible personal property, in accordance with a written statement signed by me or in my handwriting which I may leave at death.

2. If I do not leave a written statement or all of such tangible personal property is not effectively disposed of by such written statement, such tangible personal property shall become part of my residuary estate.

B. Ademption. Except as expressly provided to the contrary, the gift of any item of property under this Article shall fail to the extent that I do not own such property at my death.

C. Lapse. Except as expressly provided to the contrary, even if survivorship is not an express condition of this Will, to the extent a named beneficiary fails to survive me the gift shall lapse and the property subject to the bequest shall become part of my Residuary Estate, as defined below.

ARTICLE VI RESIDUARY ESTATE

A. Definition of Residuary Estate. All the residue of my estate, real and personal, tangible and intangible, including, but not limited to retirement benefits and insurance proceeds payable to my Estate or Personal Representative, but excluding property over which I may have a power of appointment, shall constitute and be referred to in this Will as my "Residuary Estate."

ARTICLE VII GIFT OF RESIDUARY ESTATE TO TRUST

A. Gift to THE KATE M. GEAGAN REVOCABLE TRUST. By Trust Agreement, I, as Grantor and as initial Trustee, created The Kate M. Geagan Family Revocable Trust u/a/d June 28, 2012 (the "Trust"). I give my residuary estate to the Trustees of the Trust. All property passing from my estate to the Trust shall be held, administered and distributed in accordance with the terms, provisions and conditions of said Trust in effect at my death, including any and all amendments made during my lifetime. The receipt by the Trustee of my residuary estate shall

constitute a full discharge of my Personal Representative of the responsibility for the property, which shall be administered by my Trustee, free from control or supervision of any court. I direct that no copy of the Trust Agreement, its amendments, inventory or other records relating to the Trust shall be filed with the records of my probate estate, unless required by law.

B. Direct Distribution. If, under the provisions of the Trust Agreement of the Trust, the Trustee would be required to immediately distribute to a beneficiary or beneficiaries of the Trust any item of property passing to the Trustee under the provisions of this Will, I authorize and direct my Personal Representative to distribute and convey such item of property directly to the Trust beneficiary or beneficiaries if the Trustee requests in writing that my Personal Representative do so. The receipt of the person or persons to whom the property is distributed and conveyed at the request of the Trustee shall constitute a complete release and discharge of my Personal Representative with respect to the property that is distributed and conveyed.

C. Contingent Disposition of Residuary Estate. In the event that the disposition in Article VII is not operative or is invalid for any reason, or if the trust referred to in Article VII fails or has been revoked, then I hereby incorporate by reference the terms of that trust previously executed on the date of this Will, without giving effect to any amendments made subsequent to this Will, and I give, devise and bequeath the residue of my estate to the Trustee named in the Trust Agreement as Trustee or successor Trustee, to be held, administered and distributed as provided in the Trust Agreement.

ARTICLE VIII APPOINTMENT AND SUCCESSION OF FIDUCIARIES

A. Personal Representative.

1. Designation. I nominate Peter as my Personal Representative.

2. Succession. In the event a vacancy or incompetency exists in the capacity of Personal Representative, I nominate, as successor Personal Representative, Jeffrey David Walsh, then Christopher Barry Roy.

B. Guardian.

1. Designation. If Peter does not survive me, or dies after my death without providing for the care and custody of our minor children, I appoint Eileen Walsh Hopper to act as conservator and guardian of our children.

2. Designation of Successors. In the event a vacancy or incompetency exists for any reason in the capacity of conservator and guardian, I nominate both Hillary Ward Walsh and Jeffrey David Walsh, as successor guardians and conservators, then Roger and Katherine Hughes. No appointed conservator or guardian is entitled to compensation for services, nor shall any bond or any other security be required for the faithful performance of their duties.

C.. Powers of Substitute Fiduciaries. Every substitute fiduciary shall have all the title, rights, powers, privileges and duties herein conferred or imposed upon the original fiduciary without

any act of conveyance or transfer. No substitute fiduciary shall be obligated to examine the account, records and acts of any previous fiduciary or any allocation of my estate or any trust estate, nor shall such substitute fiduciary be required to proceed against a previous fiduciary for any act or omission to act on the part of such previous fiduciary.

D. Ancillary Fiduciaries. It shall be necessary for a representative of my estate to qualify as a fiduciary in any jurisdiction other than my domicile, I appoint as ancillary fiduciary in such jurisdiction such person, bank or trust corporation (including my domiciliary Personal Representative) as may be designated in writing by my domiciliary Personal Representative. Such ancillary fiduciary shall have in such other jurisdiction all the rights, powers and privileges conferred upon my fiduciaries under this Will and under the laws of such other jurisdiction.

E. Bonds Waived. I direct that each fiduciary, including substitutes, but not ancillary fiduciaries other than my domiciliary Personal Representative, shall be permitted to qualify without the necessity of giving a bond or other undertaking in this or any other jurisdiction for the faithful performance of such fiduciary's duties, or if any bond shall be required by law, statute or rule of court, without the necessity of sureties thereon.

F. No Presumption of Undue Influence. Despite the fact that any beneficiary under my Will also occupies the dual role of my fiduciary, there shall be no presumption of undue influence against any such person or this provision shall serve to rebut or overcome this presumption. I have chosen my beneficiaries and fiduciaries as a result of careful consideration, they are the people, upon whom I wish to bestow my Estate and whom I trust.

ARTICLE IX ADMINISTRATION OF ESTATE

A. No Supervised Estate Administration. If any person interested in my Estate shall petition for supervised administration, such administration shall not be ordered unless the court finds that changed circumstances, which I could not have anticipated, would require supervised administration to protect the interest of my estate and its beneficiaries. To the extent allowed by law, my estate shall be settled without the intervention of any court.

B. Administrative Powers of Personal Representative. In addition to the powers and duties my personal representative would otherwise have by reason of any statute or rule of law, my Personal Representative shall have the power, with prior authorization or approval of any court, to do everything he or she would consider advisable in the management of my estate, even though it would not otherwise be authorized for fiduciaries under any statute or rule of law.

C. Other Powers of Personal Representative. I authorize my Personal Representative, in my Personal Representative's sole discretion, to make one or more of the elections allowed by the Internal Revenue Code or tax laws of any state, without regard to conflicting interests of those interested in my Estate and without making any adjustment among them.

ARTICLE X RULES OF CONSTRUCTION

A. Order of Deaths. If any person dies within thirty (30) days after my death or under such circumstances that there is not, in the judgment of a court of law, whose decision shall be conclusive, sufficient evidence to determine whether such person has died within thirty (30) days after my death, I shall be deemed to have survived such person.

B. Governing Law. The laws of Idaho shall govern all questions as to the validity and construction of my Will. In addition, the laws of Idaho shall govern the interpretation of my Will without regard to the location of my real or personal property at the time of my death.

C. Contest. If any beneficiary under this Will in any manner, directly or indirectly, contests or attacks this Will or any of its provisions in a court of law, any share or interest in my estate given to that contesting beneficiary under this Will is revoked and shall be disposed of by my Personal Representative in the same manner provided herein as if that contesting beneficiary had predeceased me.

D. Invalid Provisions. In the event any clause or provision of this Will is or becomes invalid or void, for any reason, then such invalid or void clause or provision shall not affect the whole of my Will, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible. It is my intent that the interests created by this Will be vested rather than contingent. If any provision contained in this Will shall otherwise violate the common law or statutory rule against perpetuities or similar restrictions now or hereafter in effect in any state under which this Will or any trust created hereby is or may subsequently be governed, that portion of the trust so affected shall be administered as herein provided until the termination of the maximum period authorized by law, at which time such part of my Estate or Trust affected shall be distributed outright to the beneficiary in the proportions in which the beneficiary is then entitled to receive.

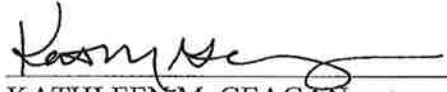
E. Other Principles of Construction. Words in any gender shall be deemed to include the other genders. The singular shall be deemed to include the plural and vice versa. The word "give" shall also mean convey, devise and bequeath, but shall not mean appoint. The words "pay" and "distribute" shall also mean assign and convey. The words "must" and "shall" mean mandatory, and the word "may" means permissive. The headings and paragraph titles are for guidance only and shall have no significance or substantive meaning in the interpretation of this Will.

ARTICLE IX EVENTS SURROUNDING DEATH

A. Artificial Life Support. I have executed a Living Will, which is a directive to withhold or provide treatment, pursuant to Idaho Code section 39-4504 or any amendment thereto. I intend and direct my Living Will to be given full effect.

B. Disposition of Remains. I request my Personal Representative to handle the disposition of my remains and any services in my memory in the manner my Personal Representative deems appropriate.

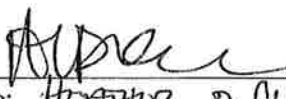
I, KATHLEEN M. GEAGAN, the testator, sign my name to this instrument March 12, 2018, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint, or undue influence.


KATHLEEN M. GEAGAN

STATEMENT OF WITNESSES

We, Valerie Praggastis, Heather D. Cunningham, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testator signs and executes this instrument as the testator's last will and that the testator signs it willingly (or willingly directs another to sign for the testator), and that each of us, in the presence and hearing of the testator, hereby signs this will as witness to the testator's signing, and that to the best of his knowledge the testator is eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

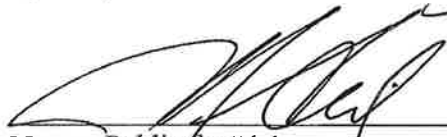
Witness: 
Print Name: Valerie Praggastis
Date: March 12, 2018
Residence: Hailey, Idaho

Witness: 
Print Name: HEATHER D. CUNNINGHAM
Date: MARCH 12, 2018
Residence: HAILEY, ID

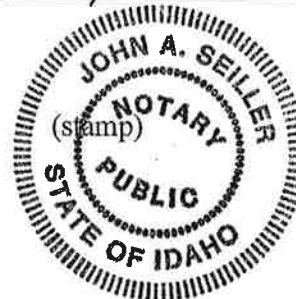
STATE OF IDAHO

County of Blaine

Subscribed, sworn to and acknowledged before me by KATHLEEN M. GEAGAN, the testator and subscribed and sworn to before me by Valerie Praggastis and Heather D. Cunningham, witnesses, March 12, 2018.


Notary Public for Idaho

Commission Expires: October 6, 2023



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JUL 01 2019

DEPT OF WATER RESOURCES
SOUTHERN REGION

**THE KATE M. GEAGAN
REVOCABLE TRUST**

71702332.1 0047070-00001

TRANSFER 83346 (36 pgs)

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JUL 01 2019

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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OF THE KATE M. GEAGAN REVOCABLE TRUST**

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DECLARATION OF TRUST

("The Kate M. Geagan Revocable Trust")

THIS DECLARATION OF TRUST is executed this 28 day of JUNE, 2012, by KATE M. GEAGAN, also known as KATHLEEN M. GEAGAN, a resident of Park City, Summit County, Utah (hereafter sometimes referred to as both "Settlor" and "Trustee").

WHEREAS, the Settlor desires by this trust instrument to establish a revocable trust upon the conditions and for the uses and purposes hereinafter set forth, to make provision for the care and management of a portion of the Settlor's present properties and for the ultimate distribution of the properties transferred in trust hereunder.

NOW, THEREFORE, the Settlor hereby gives, transfers and delivers unto the Trustee, either now or in the future, some or all of the Settlor's assets to have and to hold the same, in trust, for the purpose of managing, investing, protecting, and distributing the same all in accordance with and subject to the terms, conditions, powers and provisions hereinafter set forth.

ARTICLE I DISPOSITIVE PROVISIONS

SECTION 1

ADMINISTRATION OF TRUST DURING SETTLOR'S LIFETIME

1.1 **Name of Trust.** During the life of the Settlor and for a period of estate administration following the Settlor's death, the trust created herein shall be known and identified as "The Kate M. Geagan Revocable Trust" and the assets transferred hereto shall be held, administered and distributed as provided herein. For convenience, this trust shall sometimes be referred to hereafter as the "Revocable Trust" or the "Trust."

1.2 **Beneficiaries of Trust.** The Revocable Trust shall be for the primary use and benefit of the Settlor during the Settlor's lifetime. Following the Settlor's death, the trust estate shall be for the primary use and benefit of the Settlor's spouse, PETER C. GEAGAN, the Settlor's children and their descendants, if any, and any other beneficiaries named and identified herein below. The names and birth dates of the Settlor's now living children are as follows:

NAME	DATE OF BIRTH
Georgia Jade Geagan	May 28, 2005
Chase Everett Geagan	December 7, 2006

The above dates of birth may be relied on by the Trustee when it becomes necessary under the provisions of this trust instrument to ascertain the age of any of the above-named children. Whenever the terms "Settlor's child" or "Settlor's children" are used in this trust instrument, the same shall be deemed to include the children named hereinabove and any child or children hereafter born to or legally adopted by Settlor. The term "descendants," as used in the Trust with reference to the Settlor shall also be deemed to include the Settlor's children and all of their lineal descendants, including those legally adopted.

1.3 Successor Trustees. Upon the death, resignation, incapacity, or disqualification of the initial Trustee named hereinabove, the individuals and/or entities named in Section 6, below, shall be appointed as successor trustees of all trusts created hereunder with the same powers and discretions as are conferred upon the initial Trustee. The provisions regarding the appointment, removal, powers, and duties of both the initial and any successor trustee are contained in Sections 6, 7, and 8, below.

1.4 Distribution of Income and Principal During Settlor's Lifetime. During the Settlor's lifetime, the assets of the Trust shall be for the primary use and benefit of the Settlor. So long as the Settlor is not incapacitated, as defined below, the Settlor shall have the right to withdraw such amounts of principal or income from the trust as the Settlor may direct. In the absence of such direction, the Trustee shall accumulate the net income of the trust and shall reinvest the same and at the end of each calendar year, the accumulated net income shall be added to and become a part of the principal.

1.5 Distribution of Income and Principal When Settlor is Incapacitated. In the event the Settlor is incapacitated, as defined below, the Trustee may, in such Trustee's sole discretion, apply principal or income of the Trust to or for the benefit of the Settlor and, if necessary and appropriate, the Settlor's spouse, to provide for their care and support. During the incapacity of the Settlor, if, in the opinion of the Trustee, the income from all sources of which the Trustee has knowledge, including Social Security, shall not be sufficient to support, maintain and provide for the Settlor and the Settlor's spouse in their accustomed manner of living, or to meet their health, medical, dental, hospital and nursing expenses and expenses of invalidism, the Trustee is authorized to use and expend such part of the trust principal and/or income as the Trustee may deem necessary or desirable to make up such deficiency or to support and maintain the Settlor and, if necessary, the Settlor's spouse in their accustomed manner of living, and to meet their health, medical, dental, hospital and nursing expenses and expenses of invalidism. It is the Settlor's desire, if possible and desirable, considering both present and future needs and expectations, that the Trustees be liberal in construing the provisions of this paragraph; however, the decision of the Trustee as to the necessity or desirability for using principal and/or income during any period of time when the Settlor is incapacitated shall be conclusive upon all parties and the Trustee shall be relieved and exonerated hereunder if the Trustee acts in good faith in making such determinations.

1.6 Revocation, Modification, Alteration and Amendment of Trust. The Revocable Trust created hereunder is declared to be revocable and the Settlor may, at any time prior to the Settlor's death or incapacity, revoke, modify, alter, or amend the Trust; provided, however, such power to revoke, modify, alter or amend is exercisable solely by the Settlor by a writing signed by the Settlor, acknowledged by a Notary Public, and delivered to the Trustee. In

the event the Settlor is incapacitated, the Trust shall continue to be revocable, but during such period of incapacity the Settlor's power to revoke, modify, alter or amend the Trust shall be suspended. Upon the death of the Settlor, all trusts created hereunder shall be administered according to their terms and shall be irrevocable and not capable of revocation, modification, alteration or amendment except as permitted by applicable law or as ordered by a court of law. The Settlor, prior to the Settlor's death, shall have the further power, exercisable by a writing as described above, to relinquish any and all powers and/or interests which the Settlor holds, has retained, or acquired in any trust created hereunder.

SECTION 2
DIVISION AND ALLOCATION OF TRUST ASSETS
UPON SETTLOR'S DEATH

2.1 Payments of Debts and Obligations. Upon the death of the Settlor, the Trustee shall, in accordance with the following provisions, use any accumulated or undistributed net income and principal of the Trust, including any additions thereto, as may be necessary to pay any and all debts and obligations of the Settlor and the Settlor's estate which may then be due and owing or which may become due and owing as a result of the Settlor's death:

2.1(a) Debts and Expenses. The Trustee may pay the following obligations and liabilities of the Settlor or of the Settlor's estate as soon as reasonably convenient (not necessarily in the order stated): (i) reasonable funeral expenses; (ii) costs and expenses of administration; (iii) debts and taxes with preference under federal law; (iv) reasonable and necessary medical and hospital expenses of the Settlor's last illness, including compensation of persons who attended to the Settlor; (v) debts and taxes with preference under the laws of this or any other state; and (vi) all other just debts and claims. The Trustee need not pay obligations which are not yet due and payable.

2.1(b) Use of Life Insurance and Qualified Plan Assets. The Trustee shall not be required to use assets or proceeds from life insurance and may not use the assets or proceeds from qualified plans to pay the debts and expenses of the Settlor's estate.

2.1(c) Payment Method of Obligations. The Trustee may pay the obligations and liabilities of the Settlor's estate directly or through the Personal Representative of the Settlor's estate. The Trustee may rely upon a written statement of the Personal Representative as to the amount of such claims, expenses, taxes or other costs, and shall be under no duty to see to the application of any funds so paid.

2.1(d) Apportionment of Income Taxes. Any income taxes imposed or chargeable to the income of the trust estate shall be apportioned to and deducted from the shares of all beneficiaries having an interest in income in such equitable manner as the Trustee determines. Any such determination shall be conclusive as to all persons interested in the trust estate.

2.1(e) Apportionment of Death Taxes. All estate, inheritance, succession, transfer and other taxes, including any interest and penalties thereon that become payable by reason of the Settlor's death, whether in respect of property passing under this

instrument or otherwise, shall be paid in accordance with the laws of the state in which the Trust was executed. Provided, however, that any specific bequests made by the Settlor under the terms of the Trust or the Settlor's Last Will and Testament shall not bear their proportionate share of any such taxes, it being the Settlor's express intent that, unless otherwise expressly provided to the contrary herein, any such taxes shall be borne by the residue of the trust estate.

2.2 Tangible Personal Property. In the event the Trustee receives any of the Settlor's tangible personal property, including, without limitation, personal effects, clothing, jewelry, cameras, sports equipment or automobiles, the Trustee shall, if the Settlor has executed a separate written statement or list conforming to the requirements of Section 75-2-513 of the Utah Code Annotated, or its equivalent, dispose of such property in accordance with the Settlor's written instructions, but if the Settlor has not executed a separate written statement or list, or has done so but such written list does not dispose of all the Settlor's tangible personal property held hereunder, then the Trustee shall, in the Trustee's sole discretion, sell or retain part or all of such items not otherwise disposed, and if retained, the Trustee shall have no investment responsibility with respect to such items. With respect to the sale of any items, the proceeds of the sale of any such items shall be added to the residue of the estate to be disposed of as provided hereinbelow. With respect to any items retained, the Trustee shall have discretion to allow the Settlor's surviving spouse, as well as the Settlor's children, if said spouse concurs, the use and possession of such items without responsibility for their safekeeping. The Trustee may also distribute such items outright to said spouse and, with such spouse's concurrence, to the Settlor's children, or to the guardian of the person of said children prior to the termination of the trust in such manner and at such times as the Trustee deems appropriate.

2.3 Retention, Division and Distribution of Remaining Trust Assets Upon Settlor's Death. Upon the death of the Settlor, and in the event the Settlor is survived by her spouse, PETER C. GEAGAN, the remainder of the trust assets not otherwise distributed pursuant to the foregoing terms of this trust instrument including, but not limited to, any additions made to the Trust under the Settlor's Last Will and Testament, shall be divided into two (2) shares. One of said shares shall be referred to as the "Marital Share" shall be held, administered, and distributed as provided in Section 3, below. The other share shall be referred to as the "Family Share" and shall be held, administered, and distributed as provided in Section 4, below. In the event the Settlor's spouse does not survive Settlor, or is deemed not to have survived Settlor, all of the remaining assets in the Trust shall be allocated to and held, administered, and distributed as part of the Family Share. If the Settlor's spouse survives the Settlor, the assets of the trust estate, together with any additional assets received by the Trustee at the Settlor's death, including but not limited to additions made under the Last Will and Testament of the Settlor, shall be allocated between the Marital Share and the Family Share as follows:

2.3(a) Marital Deduction Formula. Sufficient assets shall be allocated to the Marital Share so that said share shall contain assets in an amount which, when added to the federal estate tax marital deduction allowed for interests in property passing (as determined in accordance with Section 2056(c) of the Code to the Settlor's spouse under the Settlor's Will or outside of the Settlor's Will, including interests in life insurance, retirement plan benefits, and jointly owned property, will produce the smallest total marital deduction necessary to minimize the federal estate tax on the Settlor's estate, but

only to the extent that the use of any state death tax credit or deduction does not increase the death tax payable to any state.

2.3(b) Maximization of Marital Deduction. Subject to the right of the Personal Representative of Settlor's estate to elect under Section 2056(b)(7)(B)(v) of the Code to take less than a full marital deduction, it is the Settlor's express intent and desire to maximize the marital deduction allowable to the Settlor's estate under the applicable provisions of the Code, but only to the extent necessary to reduce federal estate taxes after applying all other available and appropriate deductions, credits and exemptions allowed to the Settlor's estate under applicable provisions of the Code, and only to the extent that the use of any state death tax credit or deduction does not increase the death tax payable to any state.

2.3(c) Adjustments to Division Asset Allocation After Audit. Since the exact value of the allowable marital deduction cannot be determined until the Settlor's federal estate tax return has been audited, the Trustee is authorized and directed, after such audit shall have been made and final tax values established, to adjust the distribution of principal between the Marital Share and the Family Share so that the Settlor's estate will receive the maximum deduction consistent with the foregoing paragraph.

2.3(d) Allocation of Assets to the Marital Share. Subject to the provisions of Section 2.3(h), below, the Trustee shall have the discretion to allocate such cash monies or property in kind, or partly cash monies and partly property in kind, as are sufficient to satisfy the amount to be allocated to the Marital Share and to do so without regard to the income tax basis of specific property allocated to the Marital Share and to select and designate the properties to be allocated to the Marital Share, whether they are securities, personal or real property or interests in personal or real property. The Trustee shall value any asset selected for allocation in kind to the Marital Share at the value of such asset at the date of allocation of such asset to the Marital Share. The Trustee may, in its discretion, allocate to the Marital Share, to the extent possible, any shares of stock in a corporation which has elected to be taxed under the provisions of Sections 1361 through 1379 of the Code, or under any comparable provisions.

2.3(e) Uncertainty of Inclusion in Estate. If the Trustee or Settlor's Personal Representative shall in good faith decide that there is uncertainty as to the inclusion of particular property in Settlor's gross estate for Federal Estate Tax purposes, the Trustee or Personal Representative shall exclude such property from Settlor's gross estate in Settlor's Federal Estate Tax Return. The Trustee and Personal Representative shall not be liable for any loss to Settlor's estate, including the Marital and Family Shares, or to any beneficiary resulting from a decision made in good faith that there is uncertainty as to the inclusion or exclusion of particular property in Settlor's gross estate for tax purposes.

2.3(f) Qualification for Marital Deduction. Settlor intends that the value for Federal Estate Tax purposes of property allocated to the Marital Share shall be available for the marital deduction allowed by the Federal Estate Tax laws applicable to

Settlor's estate, and all questions pertaining to the Marital Share shall be resolved according to this expressed intention.

2.3(g) Payment of Estate Taxes. None of the property allocated to the Marital Share for which the federal marital deduction is elected shall be used for the payment of estate, inheritance, succession, legacy, death or other taxes that shall become payable upon or by reason of the Settlor's death, but said amounts, if any, shall be borne proportionately by the assets allocated to a Non-Qualified Marital Trust, if any, and to the Family Share as set forth in the applicable provisions of this trust instrument.

2.3(h) Intent to Minimize Income Tax on Allocation of Assets to Marital Share. The Settlor requests, but does not direct, that the Trustee exercise discretion in making distributions to the Marital Share in a manner which will result in the property sold to satisfy any obligations of the Settlor's estate or of any trust having an aggregate income tax basis as close as possible to its aggregate fair market value and, to the extent consistent with the foregoing primary objective, in a manner which will result in maximizing the aggregate increase in income tax basis of assets of the Settlor's estate or such trust.

2.3(i) Qualified Disclaimer. If the Settlor's spouse, PETER C. GEAGAN, survives the Settlor and makes a qualified disclaimer within nine months of the Settlor's date of death in accordance with Section 2518 of the Code with respect to all or any portion of the property that is to become a part of the Marital Share, then said disclaimed portion shall be allocated to the Family Share to be held, administered, and distributed as provided in Section 4, below

2.3(j) QTIP Election. The Settlor's Personal Representative or other duly authorized agent of the Settlor's estate is hereby authorized to make the election to qualify none, part, or all of the property passing under the terms of this paragraph to the Marital Share for the marital deduction allowable in determining the federal estate tax upon the Settlor's estate. Without limiting the discretions contained in the foregoing sentence, it is the Settlor's expectation that the Settlor's Personal Representative will make said election with respect to all of such property, unless the Settlor's spouse's death or apparent life expectancy or other factors affecting the computation of the probable combined death duties on the estates of the Settlor and the Settlor's spouse, or other unanticipated circumstances make a partial election or no election more appropriate. The decision of the Settlor's Personal Representative to make or not to make such election (either in whole or in part) shall be final, binding and conclusive on all parties in interest and the Settlor's Personal Representative shall have no liability as a result of such decision. If the Settlor's Personal Representative does not elect to qualify property passing to the Marital Share for the marital deduction, then such property shall remain part of the Marital Share and, notwithstanding anything contained herein to the contrary, shall bear its proportionate share of any estate, inheritance, death or other taxes that become payable upon or by reason of the Settlor's death.

2.3(k) Allocation of Residuary. All of the trust assets not allocated to the Marital Share as provided hereinabove shall be allocated to the Family Share to be held, administered, and distributed as provided in Section 4, below.

SECTION 3
DISPOSITION OF MARITAL SHARE

3.1 Creation of Marital Trust. The assets allocated to the Marital Share shall form the initial principal of an irrevocable trust to be created following the Settlor's death and shall be held, administered, and distributed to or for the benefit of the Settlor's spouse, PETER C. GEAGAN. The trust shall be known and identified as "THE PETER C. GEAGAN MARITAL TRUST" and, for purposes of convenience, shall sometimes be referred to hereafter as the "Marital Trust." In the event Settlor's Personal Representative, in cooperation with the Trustee hereunder, elects to qualify less than all of the assets allocated to the Marital Trust for the marital deduction under Section 2056(b)(7) of the Code, such non-qualified portion shall be administered as a separate trust share subject to all of the provisions of this Section 3.1, but shall be known and identified as "The Peter C. Geagan Non-Qualified Marital Trust. During the lifetime of the Settlor's spouse, PETER C. GEAGAN, the Trustee shall distribute to him the income and principal of the Marital Trust as follows:

3.1(a) Income. The net income of the Marital Trust shall be paid over and distributed to or for the benefit of PETER C. GEAGAN, in convenient installments as nearly equal as possible, not less frequently than quarter-annually. These payments shall continue throughout the lifetime of PETER C. GEAGAN. Any accrued but undistributed income through the date of PETER C. GEAGAN'S death shall be paid to his estate.

3.1(b) Principal. The Trustee shall pay over and distribute the principal of the Marital Trust as provided below:

3.1(b)(1) Power of Invasion. If, in the opinion of the Trustee, the income and principal from all sources of which the Trustee has knowledge, including Social Security, other governmental benefits and any other trust created for the benefit of the Settlor's spouse, PETER C. GEAGAN, shall not be sufficient to support, maintain and educate PETER C. GEAGAN, in his accustomed manner of living, or to meet his health, medical, dental, hospital and nursing expenses and expenses of invalidism, the Trustee is authorized to use and expend such part of the principal of the Marital Trust or Non-Qualified Marital Trust, if any, as the Trustee may deem necessary or desirable to make up such deficiency, to support, maintain and educate PETER C. GEAGAN in his accustomed manner of living, and to meet his health, medical, dental hospital and nursing expenses and expenses of invalidism. In exercising the discretion to use and expend principal of the Marital Trust or Non-Qualified Marital Trust for the benefit of PETER C. GEAGAN, the Trustee shall have discretion to expend and invade principal of a qualified Marital Trust before expending and invading principal of a Non-Qualified Marital Trust.

3.1(b)(2) Unproductive Assets. If, at any time, the Marital Trust contains unproductive assets PETER C. GEAGAN shall have after delivering written notice to the Trustee, the right, power and authority to direct the Trustee to make the unproductive assets productive, or convert them to productive property.

3.1(b)(3) Special Testamentary Power of Appointment. Upon the death of PETER C. GEAGAN, the Trustee shall distribute such part or all of the principal of the Marital Trust to or for the benefit of one or more of Settlor's descendants and/or a Charitable Organization as defined in Section 10, below, in such amounts and proportions as PETER C. GEAGAN shall direct by a writing duly executed, acknowledged and delivered to the Trustee during his lifetime, or by a provision in the Will of PETER C. GEAGAN specifically referring to this special power of appointment. In exercising this power of appointment with regard to descendants, PETER C. GEAGAN may appoint in equal or unequal amounts and may, but need not, prefer children over grandchildren or great-grandchildren.

3.1(c) Qualification of Marital Trust Receiving Retirement Funds. If a Marital Trust created under the terms of this trust instrument receives or at any time shall hold assets which consist of: (a) a retirement, pension, profit-sharing, or stock bonus plan described in Section 401 of the Code; (b) an individual retirement account, annuity, or other arrangement described in Section 408 of the Code; (c) a tax deferred annuity described in Section 403 of the Code; (d) a "Roth IRA" described in Section 408A of the Code; or (e) any other retirement account, trust, plan, or similar arrangement required by the Code to comply with the minimum distribution rules set forth in Section 401(a)(9) of the Code (referred to hereafter collectively as the "qualified plans") and if the Trustee makes an election to have such Marital Trust qualify as a qualified terminal interest property under Section 2056(b)(7)(B) of the Code, then in addition to any other benefits and rights granted to the Settlor's surviving spouse, above, the Settlor's surviving spouse, during the continuance of said Marital Trust for said spouse's use and benefit shall have the right, power and authority to require the Trustee to withdraw from the qualified plans the greater of (i) all of the annual income of such qualified plans, or (ii) the required minimum distribution amount of such qualified plans, as described and defined in the Code. The withdrawal right granted hereunder shall be exercisable by the Settlor's surviving spouse at least annually, it being the express purpose of this Section 3.1 to allow the Marital Trust to qualify for the estate tax marital deduction as described and set forth in Revenue Rulings 2000-2 and 2006-26, and shall be interpreted accordingly.

3.1(d) Disposition of Trust Assets. Upon the death of PETER C. GEAGAN, the Trustee shall, after paying or making provision for the payment of any additional federal estate tax as required by Section 2207A of the Code (and any state inheritance or estate tax or other death tax), imposed upon the estate of PETER C. GEAGAN by reason of the inclusion of the value of the Marital Trust in his gross estate, distribute all remaining unappointed principal in the Marital Trust as a part of the Family Share to be held, administered, and distributed as provided in Section 4, below.

SECTION 4
DISPOSITION OF FAMILY SHARE

4.1 Creation of Family Trust. The assets allocated to the Family Share shall form the initial principal of an irrevocable trust to be created hereunder which shall be known and identified following the Settlor's death as "THE KATE M. GEAGAN FAMILY TRUST" and, for purposes of convenience, shall hereinafter sometimes be referred to as the "Family Trust" or the "Trust."

4.2 Beneficiaries of Trust. The Family Trust shall be for the use and benefit of the Settlor's spouse, PETER C. GEAGAN, the Settlor's children and descendants, if any, and for other beneficiaries specifically named herein, if any. The assets allocated to the Family Trust shall be administered in accordance with the remaining provisions of this Section. The names and birth dates of the now living children, if any, of the Settlor are set forth in Section 1.2, above. During the existence of the Family Trust, the Trustee shall pay over and distribute the income and principal of the Trust in accordance with the provisions of Section 4.3, below, when the Settlor's spouse, PETER C. GEAGAN, is living, and upon said spouse's death, in accordance with the provisions of Section 4.4, below.

4.3 Administration and Distribution of Family Trust During Life of Surviving Spouse. During the lifetime of the Settlor's spouse, PETER C. GEAGAN, the Trustee shall pay over and distribute the income and principal of the Family Trust as follows:

4.3(a) Income to Settlor's Spouse. After the death of the Settlor, the net income of the trust shall be paid over and distributed in convenient installments as nearly equal as possible, not less frequently than quarter-annually, to or for the benefit of the Settlor's spouse, PETER C. GEAGAN.

4.3(b) Principal. Following the Settlor's death, the Trustee shall pay over and distribute the principal of the Family Trust as provided below:

4.3(b)(1) Power of Invasion. If, in the opinion of the Trustee, the income and principal from all sources of which the Trustee has knowledge, including Social Security, other governmental benefits and any other trust created for the benefit of the Settlor's spouse, PETER C. GEAGAN, shall not be sufficient to support, maintain and educate PETER C. GEAGAN in his accustomed manner of living, or to meet his health, medical, dental, hospital and nursing expenses and expenses of invalidism, the Trustee is authorized to use and expend such part of the principal of the trust as the Trustee may deem necessary or desirable to make up such deficiency or to support, maintain and educate PETER C. GEAGAN in his accustomed manner of living, and to meet his health, medical, dental, hospital and nursing expenses and expenses of invalidism.

4.3(b)(3) Testamentary Special Power of Appointment. Upon the death of PETER C. GEAGAN the entire remaining principal and any undistributed income of the Trust shall be paid over and distributed by the Trustee to or for the benefit of (i) any or all of the descendants of the Settlor, (ii) the

Settlor's parents, and/or (iii) any Charitable Organization in such amounts or proportions as PETER C. GEAGAN may direct in his Will, by making specific reference to this special power of appointment in his Will, or by a writing, duly executed and acknowledged, filed with the Trustee during his lifetime.

4.3(b)(4) Limitations on Distributions. During the period that a beneficiary is Trustee or Co-Trustee of a Trust, all powers possessed in a fiduciary capacity by such person shall be limited as follows:

4.3(b)(4)(A) Discharge of Legal Duty. Notwithstanding any provision to the contrary, no power contained herein, whether held by one or more Trustees or whether held by an individual, may be exercised to discharge any legal duty which such possessor of the power may have to the person for whose benefit the power is exercisable, including the duty of support which the possessor of the power may have to one or more of his or her minor children.

4.3(b)(4)(B) Qualified Disclaimer. Notwithstanding any provision contained herein to the contrary, the powers granted to PETER C. GEAGAN in the Family Trust to direct or appoint any portion or all of the income or principal hereunder shall be inapplicable, except as authorized by Section 2518 of the Code and the regulations promulgated thereunder, with respect to any portion of the Family Trust that has been added to the Family Trust by reason of a "qualified disclaimer" of PETER C. GEAGAN in accordance with said Code Section.

4.4 Administration and Disposition of Family Trust Residue. Following the death of the survivor of Settlor and Settlor's spouse, PETER C. GEAGAN, the Trustee shall pay over and distribute the income and principal of the Family Trust as follows:

4.4(a) Specific Gifts and Distributions. Upon the death of the survivor of the Settlor and the Settlor's spouse, PETER C. GEAGAN, the Trustee shall distribute from assets of the trust estate the following specific bequests:

4.4(a)(1) Tangible Personal Property. In the event the Trustee receives any tangible personal property, including, without limitation, personal effects, clothing, jewelry, cameras, sports equipment or automobiles, of the Settlor or Settlor's said spouse, the Trustee shall have discretion to sell or to retain part or all of such items, and if retained, the Trustee shall have no investment responsibility with respect to such items. The proceeds of the sale of any such items shall be divided into separate shares as part of the remaining trust estate as hereinafter provided. With respect to the items retained, the Trustee shall have discretion to allow the Settlor's children the use and possession of such items without responsibility for their safekeeping. The Trustee may also distribute such items outright to said children, or to the guardian of the person of said children prior to the termination of the trust in such manner and at such times as the Trustee deems appropriate. The Settlor intends that the use or distribution of such

items shall be approximately equal among Settlor's children. Such items shall be distributed not later than such time as the youngest living child of Settlor attains the age of 30 years.

4.4(a)(2) Gift to Thomas and Sandra Geagan. Upon the death of the survivor of Settlor and Settlor's spouse, PETER C. GEAGAN, the Trustee shall distribute, outright and free of trust, to the parents of the Settlor's spouse, THOMAS F. GEAGAN and SANDRA M. GEAGAN, or to the survivor, the sum of Seventy Five Thousand Dollars (\$75,000) in cash or other property of equivalent value. If both of said parents of the Settlor's spouse shall be deceased at the time for distribution hereunder, then this specific bequest shall lapse, and said property shall be added to the residue of the trust estate to be disposed of as provided in Section 4.4(b), below.

4.4(a)(3) Gift to Chier Foundation. Upon the death of the survivor of Settlor and Settlor's spouse, PETER C. GEAGAN, the Trustee shall distribute, outright and free of trust, to THE CHIER FOUNDATION, INC., a Utah Nonprofit Corporation, or to its successor, the sum of Fifty Thousand Dollars (\$50,000) in cash or other property of equivalent value, determined as of the date of distribution.

4.4(b) Creation of Trust for Settlor's Descendants. Upon the death of the survivor of the Settlor and the Settlor's spouse, PETER C. GEAGAN, after giving effect to the specific gifts set forth in Section 4.4(a) above, any remaining unappointed principal and undistributed income shall be divided into equal shares for the benefit of the Settlor's children. One of said equal shares shall be set aside and held for the benefit of each of the then living children of the Settlor, and one of said equal shares shall be set aside and held for the benefit of the then living descendants of each deceased child of the Settlor, per stirpes. The Trustee shall administer the same as a separate trust and make distributions therefrom to or for the benefit of each of said beneficiaries in accordance with the provisions of this trust instrument. Although each beneficiary's share shall be treated as a separate trust, the Trustee is not required to physically segregate and separate the assets in each beneficiary's separate share. Subject to the remaining provisions of this paragraph 4.4(b), the shares set aside and held for the benefit of the Settlor's children shall be held, administered, and distributed as follows.

4.4(b)(1) Income. Until a beneficiary attains the age of 21 years, the net income from the respective portion of the trust estate set aside for his or her benefit shall, in the discretion of the Trustee, be paid over and distributed, credited or accumulated to or for the benefit of said beneficiary. After a beneficiary attains the age of 21 years, the net income from the respective portion of the trust estate set aside for his or her benefit shall be paid over and distributed to or for the benefit of said beneficiary, in convenient installments as nearly equal as possible, but not less frequently than quarter-annually.

4.4(b)(2) Power of Invasion. If, in the opinion of the Trustee, the income and principal from all sources of which the Trustee has knowledge,

including Social Security, other governmental benefits and any trust created for such beneficiary, if any, shall not be sufficient to support or maintain in a reasonable manner or educate any of the beneficiaries for whose benefit a portion of the trust estate has been set aside, or to meet his or her health, medical, dental, hospital and nursing expenses and expenses of invalidism, or if the Trustee deems it in the best interest of a particular beneficiary to provide him or her with funds to purchase or make a down payment toward the purchase of a home, the Trustee is authorized to use and expend such part of the respective portion of the trust estate which has been set aside for the benefit of said beneficiary as the Trustee may deem necessary or desirable to accomplish one or more of the foregoing purposes.

4.4(b)(3) Withdrawal of Principal. When a beneficiary for whose benefit a portion of the trust estate has been set aside attains the age of 25 years, he or she shall have the continuing right to withdraw from the principal of the trust set aside for his or her benefit, or to direct the Trustee, in writing, to pay or apply to or for his or her benefit, one-third (1/3) of either the then value of the share of the trust estate set aside for his or her benefit, or an undivided one-third (1/3) interest in the assets then in said share of the trust estate; and when a beneficiary has attained the age of 30 years, he or she shall have the continuing right to withdraw from the principal of the trust set aside for his or her benefit, or to direct the Trustee, in writing, to pay or apply to or for his or her benefit, one-half (1/2) of either the then value of the share of the trust estate set aside for his or her benefit, or an undivided one-half (1/2) interest in the assets then in said share of the trust estate; and when a beneficiary has attained the age of 35 years, all of the remaining assets in his or her share of the trust estate shall be subject to a continuing right to withdraw or to direct the Trustee, in writing, to pay or to apply said assets to or for his or her benefit. If, at the time of division of the trust into separate shares for the beneficiaries under Section 4.4, above, any beneficiary has attained an age allowing withdrawal hereunder, he or she shall have the right to withdraw or direct payment of one-third (1/3) of the trust share if at least age 25, but younger than 30; two-thirds (2/3) of the trust share if at least age 30, but younger than 35; and the entire trust share if age 35 or older.

4.4(b)(4) Contingent Distributions to Beneficiary's Descendants. If, prior to the full distribution of any portion of the trust estate set aside for the benefit of a beneficiary, such beneficiary shall die with surviving descendants, the entire principal and any undistributed income in said portion of the trust estate shall be paid over and distributed to or for the benefit of such deceased beneficiary's surviving descendants, per stirpes; provided, however, if any of such descendants shall then be under 21 years of age, the Trustee shall retain in trust, subject and pursuant to the provisions of this trust instrument, such descendant's share of trust principal and shall use so much or all of the principal and net income of said share as the Trustee, in the Trustee's sole discretion and judgment, shall deem necessary or desirable to support, maintain and educate such descendant in his or her accustomed manner of living, and to meet his or her health, medical, dental, hospital and nursing expenses and expenses of invalidism. When each of the respective descendants individually attains the age of 21 years,

the Trustee shall pay over and distribute to such descendants the share of trust principal, including any undistributed income, that has been retained for his or her benefit. Should any of said descendants die prior to receiving the share of trust principal set aside and retained for the benefit of such descendants and which such descendants would have received as provided above, then such deceased descendant's share of trust principal shall be paid over and distributed to his or her children equally, or should said deceased descendant be childless, then equally to the brothers and sisters of such descendant, or should any of said brothers or sisters be deceased, then to the descendants of said deceased brother or sister, per stirpes. If, however, the Trustee is retaining a share of principal for the benefit of a brother or sister, or the descendants of a deceased brother or sister of such deceased and childless descendant, then the portion that is required by this sentence to be distributed to that brother, sister or descendants shall be added to the share of principal set aside and being retained by the Trustee for the benefit of such brother, sister or descendants.

4.4(b)(5) Contingent Distributions to Settlor's Descendants.

Subject to the provisions of Section 4.4(b)(4), above, if, prior to the full distribution of any portion of the trust estate set aside for the benefit of a beneficiary, such beneficiary has died leaving no brothers, sisters or descendants of deceased brothers and sisters, then any principal and undistributed income of the respective trust created for said beneficiary shall be paid over and distributed among the Settlor's then living descendants, per stirpes; provided, however, if the Trustee is retaining a share of principal for the benefit of any of the said then living descendants of the Settlor, then the portion that is required by this sentence to be distributed to that descendant shall be added to the share of principal set aside and being retained by the Trustee for the benefit of such descendant.

4.4(b)(6) Testamentary Special Power of Appointment.

Notwithstanding anything contained in this Section 4.4(b) to the contrary, a beneficiary under any trust created under this Section shall have and is hereby given the power to appoint all or a portion of the principal and any undistributed income held hereunder for the benefit of said beneficiary at the time of said beneficiary's death to or for the benefit of (i) any or all of the descendants of the beneficiary, (ii) surviving spouse of the beneficiary, (iii) the Settlor's descendants, and/or (iv) any Charitable Organization in such amounts or proportions as said beneficiary may appoint in his or her Will by making specific reference to this power in his or her Will, or by a writing, duly executed and acknowledged, filed with the Trustee prior to the death of said beneficiary.

4.4(b)(7) Limited General Power of Appointment. Each beneficiary of any trust created under this Section shall have and is hereby given a limited general power of appointment to appoint that portion of the trust estate created for said beneficiary under this Section that would be subject to a Federal Generation Skipping Transfer Tax under Section 2601 of the Code if no such power of appointment were given to said beneficiary. Said limited general power of appointment shall be exercisable by each beneficiary in all events during life or

at death and may be exercised by said beneficiary in his or her Will, or by a writing, duly executed and acknowledged and filed with the Trustee during said beneficiary's lifetime. It is intended that said portion which would otherwise be subject to a Federal Generation Skipping Transfer Tax shall be included in the estate of said beneficiary and all provisions of this trust instrument shall be construed so as to obtain this result. In disposing of trust properties pursuant to the aforementioned limited general power of appointment, the Trustee shall be protected in relying upon an instrument admitted to probate in any jurisdiction as the Will of said beneficiary.

4.4(b)(8) Contingent Distribution. If, prior to the full distribution of the trust estate as provided hereinabove, all of the beneficiaries and their descendants, if any, have died, then any remaining principal and undistributed income of the trust shall be paid over and distributed as follows: Fifty Thousand Dollars (\$50,000) to THE CHIER FOUNDATION, INC., a Utah nonprofit corporation, or its successor, and the balance in trust for the lifetime of THOMAS F. GEAGAN and SANDRA M. GEAGAN, or the survivor of them, to be managed, invested and distributed for their benefit as the Trustees, named in Section 6, below, deem appropriate for their care, support and maintenance. Upon the death of the survivor of THOMAS F. GEAGAN and SANDRA M. GEAGAN, any remainder will be distributed to their descendants, per stirpes.

SECTION 5 SPECIAL CONSIDERATIONS FOR DISTRIBUTIONS

In making any decision or exercising any discretionary power granted to the Trustee under the terms of this trust instrument, the Trustee shall take into consideration the Settlor's express intentions, as described and set forth in the following paragraphs:

5.1 Primary Purpose. It is the Settlor's intent, if possible and desirable, considering both present and future needs and expectations, that the Trustee be liberal in construing the provisions of this trust instrument in providing for the support, maintenance and education of trust beneficiaries, including the provision of funds for undergraduate, postgraduate and professional training. It is the Settlor's primary objective in the creation of this trust to provide for the security, welfare and particularly the education of said beneficiaries, especially in the event that the Settlor shall die prior to the time that such beneficiaries become self-supporting. Interests of remaindermen are incidental and subordinate to this purpose.

5.2 Settlor's Preference to Avoid Financial Hardship on Guardians. It is the Settlor's desire that any person or persons who are named to serve as guardian or guardians of any of a beneficiary, or any other person who may have custody of said beneficiary, shall suffer no financial hardship because they undertake to care for such beneficiary, and the Trustee shall take this into consideration in determining the amounts to be distributed to or for the benefit of the beneficiaries provided above. The Trustee may require any such person or person to account to the Trustee on a quarterly basis as to the uses to which any trust assets distributed hereunder for the benefit of a beneficiary have been put.

5.3 Distributions to Minors. Any distribution of income or principal to be made hereunder to any person who, on the date of such distribution, is a Minor may, in the sole and exclusive discretion of the Trustee, be made (i) to a responsible third party for the benefit of such minor, including distribution to a custodian under the Utah Uniform Transfers to Minors Act, as amended, or any similar successor provisions, (ii) applied to or for the benefit of such Minor, or (iii) directly to the Minor, and any such distribution made in good faith shall relieve the Trustee from responsibility therefore.

5.4 Distributions to Incompetent Beneficiaries. From and after any period during which a beneficiary of a trust created hereunder has been declared incompetent, either by a court of law which has proper and adequate jurisdiction to make such determination, or by the written certification of said beneficiary's personal physician, or if none, then by the unanimous opinion of two physicians selected by the Trustee, the Trustee may pay or apply part or all of said incompetent beneficiary's share of the income or principal of the trust to which said beneficiary would otherwise be entitled in such manner as the Trustee shall deem necessary or desirable to support, maintain and educate said beneficiary and to meet such beneficiary's health, medical, dental, hospital and nursing expenses and expenses of invalidism, including the distribution of income and/or principal directly to third party providers as necessary to provide goods and services to said beneficiary.

5.5 Withholding Distributions. The Trustee may, in the Trustee's discretion, delay any proposed distribution to or for the benefit of any beneficiary (other than a Settlor) if, at the time of a proposed distribution, such beneficiary is, in the Trustee's judgment, not able to properly manage such assets for any reason, including but not limited to bankruptcy, divorce, incarceration, or addictive behaviors such as alcoholism, drug or substance abuse, or any other addiction or debilitating behavior which is injurious to the emotional, physical, or financial health of a beneficiary. In such event, the Trustee may distribute income and principal for the beneficiary's health, education, support or maintenance at the Trustee's discretion. If, in the Trustee's opinion, a beneficiary's inability to manage assets for any of the reasons set forth above has ceased, the Trustee may thereafter resume regular distributions in accordance with the provisions of this trust instrument to said beneficiary. In the event a beneficiary has filed a petition in bankruptcy or an involuntary petition has been filed, then in no event may a distribution of income or principal be made to or for the benefit of such a beneficiary until such time as such distribution would not become part of the bankruptcy estate under the applicable provisions of the federal or state bankruptcy code, as applicable. Notwithstanding the foregoing and for purposes of any trust created under Section 3, above, the Trustee shall not be authorized and shall have no power to withhold income or to otherwise exercise any power granted herein if the exercise of such power would invalidate or otherwise prohibit said trust from receiving a marital deduction under Section 2056 of the Code.

5.6 Undistributed Income, Burial Expense. Any income which is undistributed at the time of the termination of any interest or estate created hereunder shall belong and go to the beneficiary or beneficiaries entitled to the next eventual interest or estate provided for herein in the same proportion as the principal thereof; provided, however, that upon the death of a beneficiary then entitled to have net income paid, credited or accumulated to or for his or her benefit under the provisions hereof, the Trustee, in the Trustee's discretion, may pay

out of income or principal of the trust benefiting such beneficiary, his or her illness, funeral and burial expenses and any income taxes or death taxes imposed upon the deceased beneficiary's estate by reason of his or her interest in any trust created hereunder.

5.7 Exercise of Discretion. The decision of the Trustee as to the necessity or desirability for encroachment on principal or the withholding of a distribution shall be conclusive upon all parties. The Trustee shall be relieved and exonerated hereunder if the Trustee acts in good faith in making such determinations.

5.8 Rule Against Perpetuities. Notwithstanding anything contained herein to the contrary, no person shall exercise a power or delay a distribution in a manner that may postpone or suspend the vesting, absolute ownership or power of alienation of an interest in property for a period extending beyond the applicable rule against perpetuities in the jurisdiction in which the trust is administered. If a person exercises a power or delays a distribution in such a manner to violate the rule against perpetuities as hereinabove described, that portion of the trust so affected shall be administered until the termination of the maximum period before such trust would violate the rule against perpetuities, at which time such part of any trust created thereunder and so affected shall be distributed outright to the beneficiary or beneficiaries in the proportions to which they are then entitled.

5.9 Qualified Subchapter S Trust. In the event the Trustee holds or receives any stock of one or more "S" Corporations, as defined in Section 1361(a)(1), et seq. of the Code (hereinafter an "S Corporation"), or holds or receives any stock in a corporation which has not made an "S" election but with respect to which the Trustee and the other shareholders of such corporation desire to make such election, and in the event such trust is not already an eligible shareholder of an S Corporation on a non-temporary basis as provided in the Code, then it is the Settlor's desire that the Trustee or each beneficiary of each respective trust, as applicable, make any such elections and take such other action as may be reasonably necessary for each such trust created hereunder to qualify as a qualified shareholder of such S Corporation. If the Trustee, in its sole discretion, determines that it is in the best interest of the Trust, the beneficiaries hereunder, and/or the respective corporation owned by any trust created herein to qualify as a shareholder of such S corporation, the Trustee shall cause an election pursuant to Section 1361(d)(2) to be timely filed on behalf of the Trust or its beneficiaries and shall take all other actions reasonably necessary for the trusts to be treated as (i) a Qualified Subchapter S Trust ("QSST"), (ii) a qualified Election Small Business Trust ("ESBT"), or (iii) any other qualified shareholder. It is the Settlor's desire, where possible and desirable in the Trustee's discretion, for the trusts created hereunder to qualify as a QSST. For purposes of implementing the provisions of this Section 5.9, the Trustee shall have the following powers.

5.9(a) Power to Require Election. The Trustee shall have the power to require such timely election as a condition precedent to the allocation of any stock of an S corporation to a beneficiary's trust. Furthermore, following the Settlor's death, the Trustee is authorized, in the Trustee's sole discretion, to allocate, sell, transfer or distribute the shares of stock of any S corporation in such a way as to preserve the Subchapter S election of said S corporation, including the right to distribute any such shares to a beneficiary, outright and free of trust, or to a custodian for the benefit of any minor beneficiary under the Utah Uniform Transfers to Minors Act.

5.9(b) Power to Amend Trust. In the event a trust receives or holds stock in one or more S Corporation and to the extent the Trustee determines it is in the best interest of the Trust and the beneficiaries hereunder, the Trustee shall amend such trust provisions herein as may be necessary to comply with the requirements to qualify as a qualified shareholder of such S corporation. This power to amend any trust created hereunder shall include the power to pay over and distribute the net income from any said trust estate set aside for any said beneficiary to or for the benefit of said beneficiary, in convenient installments as nearly equal as possible, not less frequently than quarter-annually, and to comply with any other requirements related thereto.

5.9(c) Power to Create Separate Trust. The Trustee may allocate such stock to one or more new trusts, which is or are hereby created, the provisions of which shall differ from those of the original trust to the extent necessary to render such trust(s) an eligible shareholder of an S Corporation on a non-temporary basis as provided in the IRC, but which otherwise shall be the same as the provisions of the original trust. If only a de minimus amount of assets would remain in the original trust after the creation and funding of such new trust(s), the Trustee, in its discretion, may also allocate all of the remaining assets to such new trust(s). Further, the terms of any new or existing trust holding S Corporation stock shall be construed in a manner consistent with the requirements for maintaining a valid "S" election on behalf of said corporation. It is the Settlor's intention that all trusts created under this option shall meet the requirements of a qualified shareholder within the meaning of Section 1361 of the Code, and all questions pertaining to the separate trusts created under this option shall be resolved in accordance with this expressed intention. Further, the Settlor intends that any discretions or powers of the Trustee as set forth in this trust instrument shall not be exercised nor exercisable except for the purpose and in the manner consistent with the Settlor's intent that these trusts qualify qualified shareholders of such Trusts.

5.9(d) Power to Distribute Property Outright. It is the Settlor's general intention that, where possible and desirable in the Trustee's discretion, any such stock shall be retained in trust and that the Trustee shall comply with the provisions of this instrument. However, in addition to the rights and powers discussed above, the Trustee may, in its discretion, distribute such stock free of trust to the current income beneficiaries of the trust in accordance with their respective interests.

5.10 Power to Distribute Small Trust. If, at any time, the balance of the properties set aside for the benefit of any given beneficiary shall be reduced below the then value of One Hundred Thousand Dollars (\$100,000.00), the Trustee shall have the power, in the Trustee's absolute discretion, to continue to hold such properties in trust, subject to the conditions and terms of this trust instrument, or to pay over and distribute part or all of such properties to or for the benefit of the beneficiary for whose benefit said properties are set aside, including distribution to a custodian under the Utah Uniform Transfers to Minors Act, as amended, or any similar successor provisions, but only if any such distribution is not inconsistent with a material purpose of the Settlor in creating any such trust.

5.11 Occupancy of Personal Residence. If the home occupied by the Settlor as a principal residence is held by the Trustee herein, then the Trustee is authorized and directed to

allow the Settlor's spouse to use and occupy such home as a residence without payment of rent therefor during said spouse's lifetime for so long as said spouse continues to so occupy such home and during such occupancy, the Trustee may, with the consent of the Settlor's said spouse, pay from the income or principal of the trust estate, in the Trustee's discretion, any taxes, assessments, fire and casualty insurance premiums, utilities, maintenance costs, ordinary repairs and replacements and reasonable improvements for such home. Upon the written request of Settlor's spouse during his or her lifetime following the Settlor's death, the Trustee shall sell such home, and upon the written request of said spouse during his or her lifetime after the Settlor's death, the proceeds of such sale may be used by the Trustee to purchase, acquire or build a substitute residence, taking title in the name of the Trustee and allowing the Settlor's spouse to occupy such residence on the terms previously set out in this paragraph. If the Settlor's said spouse does not request acquisition of a substitute residence, or if there are remaining proceeds after purchasing, acquiring, or building a substitute residence, the Trustee shall invest such remaining proceeds of any such sale and shall administer and distribute the income and principal of such funds in accordance with the terms of this Trust Agreement, exclusive of this paragraph.

5.12 Advancements. Any inter vivos gifts which the Settlor has made to the Settlor's children or other beneficiaries hereunder prior to the execution of this trust instrument, or any inter vivos gifts which the Settlor may make to the Settlor's children or other beneficiaries hereunder following the execution of this trust instrument which are accompanied by writings evidencing the Settlor's intention that said gifts be treated as advancements shall be deemed to be advancements against the bequests and devises made to the Settlor's children or other beneficiaries hereunder under the terms of this trust instrument. It is the Settlor's intent that gifts which the Settlor has previously made or will make in the future which are not accompanied by any evidence that they are to be treated as advancements shall not be so treated and shall not offset any bequests, distributions, or other benefits given to such children or other beneficiaries under the terms of this trust instrument.

ARTICLE II TRUSTEE PROVISIONS

SECTION 6 INITIAL AND SUCCESSOR TRUSTEES

6.1 General Provisions. The term of the initial Trustee, the names of the successor trustees, and the procedure for removal, appointment, and resignation of trustees are set forth below:

6.1(a) Term of Initial Trustee. The initial Trustee named herein shall serve as Trustee of all trusts created hereunder until said Trustee dies, resigns, is disqualified, or is incapacitated. For purposes of this Section 6, the term "incapacitated" shall mean that, in the opinion and sole discretion of the Trustee's personal physician, or if the Trustee has no personal physician, then in the unanimous opinion of two (2) physicians selected by the next named successor trustee, the Trustee is, because of physical incapacity or for any other reason, unable to exercise his rights hereunder.

6.1(b) Successor Trustees. Upon the death, resignation, incapacity or disqualification of the initial Trustee named herein, the individuals and/or entity listed below shall be appointed to serve as successor trustee of the trusts created hereunder in the order so named, with the same powers and discretions as are conferred upon the initial Trustees named herein:

1. The Family and Marital Trusts (Section 3 and 4)
 - a. Peter C. Geagan
 - b. David H. Walsh
 - c. Jeffrey D. Walsh
 - d. Michael Gouldin
2. Trusts for Settlor's Descendants [Section 4.4(b)]
 - a. David H. Walsh
 - b. Jeffrey D. Walsh
 - c. Michael Gouldin
3. Lifetime Trust for Settlor's parents [Section 4.4(b)(8)]
 - a. Thomas M. Geagan and Michael Gouldin, jointly

In the event a successor Trustee named above having priority to serve as such should decline or for any reason fail to serve, then the successor Trustee next listed shall be appointed successor Trustee. Where more than one successor Trustee is listed in the same order of preference, then such successor Trustees shall serve as successor Co-Trustees, acting by unanimity or majority, as provided in Section 6.1(f), below. If more than one successor Trustee is listed in the same order of preference, and one or more of such named successor Trustees should decline, or for any reason fail to serve, then the remaining successor Trustee named in that order of preference shall serve until all of the named successor Trustees in that order of preference should decline or fail to serve.

6.1(c) Right to Remove and Appoint. Notwithstanding anything to the contrary in this Section 6, the Settlor, during the Settlor's lifetime, shall have the power to remove the initial Trustee named herein and any successor Trustee or Trustees by delivering to the Trustee or Trustees who are then acting written notice to that effect and naming an individual, individuals or corporate fiduciary to serve as Trustee of all trusts created hereunder. In addition, after the Settlor's death, PETER C. GEAGAN shall have the power during his lifetime, for any reason, and thereafter a majority of the adult beneficiaries of the trusts created hereunder shall have the power, for cause only, to remove any successor Trustee or Trustees by delivering to the Trustee or Trustees who are then acting written notice to that effect and naming an individual, individuals or corporate fiduciary to serve as Trustee of all trusts created hereunder. In addition to the foregoing, the then serving trustee or trustees, as the case may be, shall have authority to name an individual, individuals, or corporate fiduciary to serve as successor trustee of all trusts created hereunder when no successor trustee is named in this trust instrument or all of the named successor trustees have either already served, declined to accept

appointment, or are otherwise unable to serve. If a trustee may be removed "for cause only" such term shall be defined to mean that (i) a trustee has committed a serious breach of trust and fiduciary duty; (ii) a lack of cooperation among co-trustees substantially impairs the administration of the trust; or (iii) because of a trustee's unfitness, unwillingness, or persistent failure to administer the trust effectively, the removal of such trustee best serves the interests of the beneficiaries.

6.1(d) Resignation of Trustee and Successor Trustees. The initial Trustee and any successor trustees shall be entitled to resign at any time by giving written notice and an accounting to the beneficiaries then entitled to receive income hereunder. The initial Trustee or any successor trustees shall have the right, in such Trustee's discretion, to employ a corporate fiduciary to administer the trust properties, subject always to the same terms and conditions as set forth in this trust instrument and to the direction and control of the Trustee.

6.1(e) Powers and Duties. All rights, powers, duties and discretions conferred upon the initial Trustee shall vest in all successor trustees. No successor trustee or co-trustee shall have any responsibility or liability for the acts or omissions of any prior trustee or co-trustee, nor shall such successor have any duty to audit or investigate the accounts of administration of any prior trustee or co-trustee, but such successor shall only be liable for such successor trustee's own acts and defaults.

6.1(f) Action By Trustees Where More Than One Trustee Is Serving. In the event more than one trustee is appointed to serve hereunder, all powers conferred upon successor trustees shall be exercised by the unanimous action of all trustees, when only two are acting, and by a majority of them when three or more are acting.

6.1(g) Temporary Appointment of Independent Trustee for Tax Sensitive Matters. Any power expressly granted to the then serving trustee under the provisions of this trust instrument, by statute, or by operation of law which, if exercised or merely held, would potentially or certainly cause part or all of the assets held in trust hereunder to be included in the trustee's estate, or in the event a trustee has, in its individual capacity, dealings with the trust that are tax sensitive or do or potentially create a conflict of interest, then any such power shall not be given to said trustee (in the case of a power which would cause inclusion by merely being held or retained), or exercisable by said trustee (in the case of a power which may be held or retained but not exercised by) with respect to that part or all of the trust hereunder, and such tax sensitive matter or conflict of interest dealing shall not be undertaken, consummated, or resolved by such trustee. In such case, the Settlor, if then living, or if the Settlor is not then living or fails to appoint an independent trustee hereunder, the then serving trustee of the trust is hereby authorized to appoint a temporary independent trustee for the sole purpose of holding or exercising such power, or engaging in, consummating, or resolving the specific matter or transaction that has created the tax sensitive issue or conflict of interest. The temporary appointment of an independent trustee hereunder by the Settlor or the then serving trustee shall continue for so long as is necessary to effectively exercise such power and/or conclude the tax-sensitive or potential conflict of interest dealings, and shall automatically

terminate once said power has been exercised or said transaction or matter has been closed or resolved. The independent trustee shall have, during its temporary appointment, the same powers and discretions as are conferred upon the initial and successor trustees named hereinabove; provided, however, that the scope of authority of an independent trustee shall be strictly limited to the purposes set forth hereinabove. An independent trustee shall be entitled to resign and shall be subject to removal, all as set forth in the other provisions of this Section 6. For purposes of this Section 6.1(g), the term "independent trustee" means a person who is not (i) the settlor of the Trust, (ii) the trustee of the trust serving at the time this issue arises, (iii) a related or subordinate party of either the settlor of the trust, the trustee then serving, or the spouses of either the settlor of the trust or the trustee then serving, within the meaning of Section 672(c) of the Code and applicable regulations.

6.1(h) Compensation of Trustee. A Trustee named herein shall be entitled to receive reasonable compensation for services rendered hereunder. Reasonable compensation shall be based upon the then prevailing rates charged for similar services in the locality where the same are performed by other fiduciaries engaged in the trust business or acting as Trustees. Provided that the Trustee shall not be paid brokerage fees or commissions for the sale and purchase of securities held by the trust. Provided further that any Trustee's fee payable upon complete or partial termination or distribution of any trust created hereunder shall be limited to the actual costs and expenses incurred by the Trustee in connection with said termination or distribution. A Trustee's compensation shall be paid first out of any income generated by the Trust, and if the income from the Trust is insufficient to pay the Trustee's fee, then out of any principal of the Trust.

6.1(i) Bonding. A Trustee shall not be required to give bond unless a court of competent jurisdiction, in its discretion, upon the application of an interested party, requires a bond to be given.

SECTION 7 POWERS OF TRUSTEE

7.1 Trustee Powers. A Trustee appointed hereunder shall have all of the specific trustee powers described in the Uniform Trust Code and found in Section 75-7-814 of the Utah Code Annotated, as amended. In addition to such statutorily enumerated powers, a Trustee appointed hereunder is authorized and empowered in the management and operation of any trust created hereunder with the additional powers described below. Unless specifically limited, all discretions conferred upon the Trustee shall be absolute, and their exercise conclusive on all interested persons. The enumeration of certain powers of the Trustee shall not limit the Trustee's general or implied powers, and the Trustee, subject always to the discharge of the Trustee's fiduciary obligations, is vested with and shall have all rights, powers and privileges which an absolute owner of the same property would have.

7.1(a) Additions to Trust. To receive properties or interests therein from the Settlor or others, including shares of any corporate Trustee's own stock, as additions to any trust created hereunder and to retain, hold, manage or sell the same as the Trustee may deem advisable; it being intended that as to properties or interests contributed to any

trust created hereunder, notwithstanding anything to the contrary contained herein, the Trustee shall be under no fixed duty or investment rule, such as the so-called "prudent man" or other rules, to sell, diversify or liquidate such property or interests, but the Trustee may retain or sell the same as the Trustee may deem advisable, and the Trustee shall not be liable for decisions made hereunder if exercised in good faith.

7.1(b) Advancement of Funds. To advance funds to any trust created hereunder for any trust purpose, such advances, with interest at current rates, to be a first lien on and to be repaid out of principal or income; to be reimbursed from principal or income for any loss or expense incurred by reason of the Trustee's ownership or holding of any property in any trust created hereunder.

7.1(c) Bonding. The Trustee shall not be required to give bond unless a court of competent jurisdiction, in its discretion, upon the application of an interested party, requires a bond to be given.

7.1(d) Operation of Business. To operate, either solely or in conjunction with others, any business operation or enterprise of any nature, whether it be a proprietorship, general or limited partnership, limited liability company, or corporation, for so long a time and in such manner as the Trustee deems proper and for the best interests of any trust created hereunder, with full power to organize as a proprietorship, partnership, limited liability company, or other form of business entity; to incorporate such business or to execute or join in any plan of refinancing, merger, consolidation or reorganization thereof.

7.1(e) Consolidation of Trusts. In the event that there shall be another trust in existence created by the Settlor or the Settlor's spouse under which the Trustee hereof shall be the then acting Trustee, the terms of which are substantially similar to the terms hereof, the Trustee shall be authorized and empowered, in the Trustee's sole discretion, to consolidate any trust created hereunder with such other trust and to administer said trusts as one, unless such consolidation shall be contrary to law or inconsistent with the terms of any instrument supplemental hereto.

7.1(f) Contracts. To execute or enter into contracts, deeds, agreements or any other documents of any nature whatsoever which the Trustee may deem necessary or desirable to carry out the provisions and purposes of any trust created hereunder.

7.1(g) Depreciation Costs. In the Trustee's discretion, to charge to income all current costs of amortization, obsolescence, depletion and depreciation of any properties of any trust created hereunder and to provide adequate reserves for such amortization, obsolescence, depletion and depreciation.

7.1(h) Discretion. Unless specifically limited, all discretions conferred upon the Trustee shall be absolute, and their exercise conclusive on all interested persons. The enumeration of certain powers of the Trustee shall not limit the Trustee's general or implied powers, and the Trustee, subject always to the discharge of the Trustee's

fiduciary obligations, is vested with and shall have all rights, powers and privileges which an absolute owner of the same property would have.

7.1(i) Division and Distribution of Principal. In any case in which the Trustee is required to divide the principal of the estate of any trust created hereunder into parts or shares, or to distribute the same, the Trustee is authorized and empowered, in the Trustee's sole discretion, to make division or distribution in kind, or partly in kind and partly in money, or by granting, transferring or assigning undivided interests. For the purpose of such division or distribution of the property or security, the judgment of the Trustee concerning valuation shall be binding and conclusive on all interested parties. In the event the Trustee shall determine to distribute to any beneficiary an undivided interest or share in any of said trust property, then such beneficiary shall not have the right, without the Trustee's written consent, to partition, until the termination of any Trust created hereunder for the benefit of said beneficiary.

7.1(j) Employment of Professionals. To employ corporate fiduciaries, certified public accountants, agents, attorneys, brokers, investment counselors, financial planners and others reasonably necessary in the administration of the estate of any trust created hereunder, and to delegate to such persons any discretion which the Trustee may deem proper.

7.1(k) Expenses. To pay the expenses of administering any trust created hereunder such as taxes, insurance, upkeep and any and all items of expense ordinarily necessary to the operation of trusts of this character, including any fees and court costs necessarily incurred in enforcing any of the property rights pertaining to the property of any trust created hereunder; to budget the estimated annual income and expenses of any trust created hereunder in such manner as to equalize, as far as practicable, periodic income payments to beneficiaries.

7.1(l) Generation Skipping Trust Division. To divide any trust established under this trust instrument, at any time, into two or more separate trusts representing fractional shares of the property being divided, so that the federal generation skipping transfer tax inclusion ratio as provided in Section 2642(a) of the Code with respect to each new trust after such division shall be either zero or one. Any such separate trust shall have the identical provisions as provided for in the original trust created under this trust instrument. If a trust is divided into separate trusts, the Trustees may (1) make different tax elections (including the allocation of the GST exemption) with respect to each separate trust, (2) expend principal and exercise any other discretionary powers with respect to such separate trusts differently, (3) invest such separate trusts differently, and (4) take all other actions consistent with such trusts being separate entities. Further, the donee of any power of appointment with respect to any trust created hereunder and so divided may exercise such power differently with respect to each separate trust. The Trustee shall be exonerated from any liability arising from any exercise or failure to exercise the power provided in the subsection, provided the actions (or inactions) of the Trustees are taken in good faith.

7.1(m) Indebtedness. To borrow money for any trust purposes upon such terms and conditions as the Trustee may deem proper, and to obligate the estate of any trust created hereunder for repayment; to encumber the estate of any trust created hereunder or any of its property by mortgage, deed of trust, pledge or otherwise, using such procedure to consummate the transaction as the Trustee may deem advisable, including the maintenance of a margin account with a stock brokerage firm.

7.1(n) Insurance. To purchase, maintain, surrender, collect, or cancel (i) life insurance or annuities of any kind on the life of any beneficiary, (ii) liability insurance protecting the trust estate against third party claims, (iii) hospital insurance, medical insurance, Medicare supplemental insurance, custodial care insurance, and disability income insurance for any beneficiary, and (iv) casualty insurance insuring assets of the trust against loss or damage due to fire, theft, or other commonly insured risk, to pay all insurance premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on behalf of the beneficiaries, to adjust insurance losses; the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, SSI and Workers' Compensation. To designate and change beneficiaries of insurance policies insuring the life of any beneficiary under any annuity contract in which he or she has an interest.

7.1(o) Investments. To invest the trust funds in any property, real, personal or mixed, in which any individual may invest his own funds, including foreign investments, to the extent allowable under the general investment standard of this Trust.

7.1(p) Loans. To make loans or advancements to the Settlor's estate or to a beneficiary upon such terms and conditions as the Trustee deems appropriate. The loans shall provide for adequate interest and adequate security and may require insurance or other protection for the trust.

7.1(q) Management. 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, including exploration for and removal of gas, oil and other minerals; to enter into community oil leases, pooling and unitization agreements; to create restrictions, easements and other servitudes; to compromise, arbitrate or otherwise adjust claims in favor of or against any trust created hereunder; to institute, compromise and defend actions and proceedings.

7.1(r) Power to Adjust. The Trustee, in making distributions to beneficiaries hereunder, is expressly granted the power to adjust, as defined and described in Section 22-3-104 of the Utah Code Annotated, and if so exercised, such power to adjust must be exercised in conformity with the provisions of said applicable statutory Section.

7.1(s) Receipts. To receive and collect all proceeds, rents, income and accruals of every kind inuring to the benefit of any trust created hereunder.

7.1(t) Stocks and Investments. To have respecting securities all the rights, powers and privileges of an owner, including the power to pay assessments and other sums deemed by the Trustee necessary for the protection of the estate of any trust created hereunder; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and, in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to accept and retain as an investment any securities or other property received through the exercise of any of the foregoing powers, regardless of any limitations elsewhere in this instrument relative to investments by the Trustee; to register any securities held by any trust created hereunder in the name of a nominee without disclosing the fiduciary relationship; to open or maintain a brokerage account; to invest trust assets in hedge funds and other alternative investments; and to create a margin account pledging part or all of such stocks and securities as collateral for the repayment thereof.

7.1(u) Limitation Of Trust Powers. Administrative control and all other powers relating to any trust created hereunder shall be exercised by the Trustee in a fiduciary capacity and solely for the benefit of the beneficiaries thereof. No one shall be permitted to purchase, exchange, reacquire or otherwise deal with or dispose of the principal of any trust created hereunder or the income therefrom for less than an adequate and full consideration in money or money's worth, nor shall any person borrow the principal or income of the estate of any trust created hereunder, directly or indirectly, without adequate interest or without adequate security therefore. Additionally, any power granted to a trustee hereunder which, if either exercised or merely held, would have adverse estate, gift, or generation skipping tax consequences to the trust or a then serving trustee shall be exercised in accordance with the provisions of Section 6.1(g), above.

SECTION 8 DUTIES OF TRUSTEE

8.1 Trustee's Duties. A Trustee appointed hereunder shall have the following duties and obligations with respect to any and all trusts created hereunder:

8.1(a) Duty to Administer Trust. Upon acceptance of an appointment as trustee hereunder, the trustee shall administer the trust expeditiously and in good faith, in accordance with its terms and purposes and the interests of the beneficiaries.

8.1(b) Duty of Loyalty. A Trustee shall administer all trusts created hereunder solely for and in the interests of the beneficiaries of the Trust, consistent and in accordance with the statutorily enumerated duties set forth in the Uniform Trust Code found in Section 75-7-802 of the Utah Code Annotated, as amended.

8.1(c) Duty of Impartiality. If a trust has two or more beneficiaries, the trustee shall act impartially in investing, managing, and distributing the trust property, giving due regard to the beneficiaries' respective interests.

8.1(d) Prudent Administration. A trustee shall administer the trust as a prudent person would, by considering the purposes, terms, distributional requirements, and other circumstances of the trust. In satisfying this standard, the trustee shall exercise reasonable care, skill, and caution.

8.1(e) Duty to Control and Protect Trust Property. A trustee shall take reasonable steps to take control of and protect all assets transferred to and accepted by the trustee as trust property.

8.1(f) Duty to Keep Records and Identify Trust Property. A trustee shall keep adequate records of the administration of the trust, shall keep trust property separate from the trustee's own property, shall cause trust property to be designated so that the interest of the trust, to the extent feasible, appears in records maintained by a party other than a trustee or beneficiary, and, notwithstanding the immediately foregoing clause, may invest as a whole the property of two or more separate trusts if the trustee maintains records clearly indicating the respective interests of each separate trust.

8.1(g) Duty to Inform and Report. A trustee shall have the duty to provide information and report to the beneficiaries of the trust as described in the Uniform Trust Code found in Section 75-7-811 of the Utah Code Annotated, as amended. Notwithstanding the foregoing, a trustee hereunder shall only be required to keep qualified beneficiaries reasonably informed, as provided in Section 75-7-811(1) of the Utah Code Annotated after receiving a Qualified Beneficiary's written request to do so. Additionally, notwithstanding any statutory requirement to provide notice to qualified beneficiaries, the Settlor expressly waives a trustee's duty or obligation to provide notice to qualified beneficiaries in the following circumstances: (i) upon a trustee's acceptance of the trusteeship, as described in Section 75-7-811(2)(b); (ii) upon the creation or existence of an irrevocable trust, as described in Section 75-7-811(2)(c); (iii) upon a change in the method or rate of trustee compensation, as described in Section 75-7-811(2)(d); (iv) upon a change in the trust's place of administration, as described in Section 75-7-108(4), (v) upon a decision to terminate an uneconomic trust, as described in Section 75-7-414, and (vi) upon a decision to consolidate two or more trusts into a single trust or divide a single trust into two or more separate trusts, as described in Section 75-7-417. Furthermore, a trustee shall not be required to provide notice to the Director of the Office of Recovery Services following the death of the Settlor, as may be required under specific circumstances described in Section 75-7-508(3).

8.1(h) Trustee Liability. The scope and any limitations on a Trustee's liability to trust beneficiaries and third parties shall be determined in accordance with the provisions of Sections 75-7-1001 to 1013 of the Utah Code Annotated. Additionally, the Trustee shall not be liable for any loss or depreciation in the value of the estate of any trust created hereunder occurring by reason of error of judgment in making any sale, investment or reinvestment, or in continuing to hold in trust any property herewith or

hereafter transferred to the Trustee or any investment or reinvestment hereafter made; provided such loss or depreciation in value has not occurred through a breach of trust committed in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. The Trustee shall not be liable for mistakes of fact prior to the actual knowledge or written notice of such fact, when the happening of any event, including attainment of a certain age, performance of certain requirements, death or any other event, affects distribution of income or principal of the trust estate.

8.1(i) Limitation on Trustee's Duties and Responsibilities During Settlor's Lifetime. Notwithstanding any other provision of this trust instrument, it is specifically understood and agreed that during the lifetime of the Settlor (or until the Settlor's incapacity) the Trustee may retain all of the assets transferred to Trustee hereunder, together with any other assets received from the Settlor, without responsibility for the investment or reinvestment of same, it being understood and agreed that during the lifetime of the Settlor the duties of the Trustee shall consist of holding title to the assets transferred hereunder, collecting and disbursing income, and performing the bookkeeping and accounting functions normally performed by a corporate Trustee. The Trustee shall have no responsibility or liability to diversify trust investments or to make any investment decisions during the lifetime of the Settlor. With respect to any real property included in the trust estate, the Settlor, during the Settlor's lifetime, shall have full responsibility with respect to the management and maintenance of same, including the payment of all insurance premiums, taxes, and other expenses relating thereto. Following the death of the Settlor or during such time as the Settlor is incapacitated (as defined herein) all other provisions of this trust instrument shall become applicable and a Trustee shall have all powers granted under this Trust instrument to administer the Trust.

ARTICLE III ADMINISTRATIVE PROVISIONS

SECTION 9 GENERAL PROVISIONS

9.1 Additional Properties. The Settlor hereunder, and any other person or persons, shall have the privilege and right at any time to devise, bequeath, grant, convey, give or transfer additional real, personal or mixed properties, including policies of life insurance, to the Trustee for the benefit of the trust by inter vivos act or by Will, subject to the same terms and conditions as the original provisions of this trust instrument, and said additions shall be evidenced by receipt therefor signed by the Trustee.

9.2 Acknowledgements, Reports, and Inspection of Records. The Trustee hereby acknowledges receipt of and accepts the property and any trust created hereunder on the terms and conditions stated, and agrees to care for, manage and control the same in accordance with the directions herein specified; to furnish the Settlor and any beneficiary entitled to net income herefrom, or said beneficiary's duly qualified representative, quarterly and at more frequent intervals if requested so to do in writing, a statement showing the condition of the trust property, the character and amounts of the investments and liabilities and the receipts, expenses and disbursements since the last previous statement. The books of account of the Trustee in

connection with any trust created hereunder shall at all times be open to the reasonable inspection of the Settlor and any beneficiary and said beneficiary's duly qualified representative and such person or persons as said beneficiary may designate for that purpose.

9.3 Applicable Law. This trust instrument is executed under and shall in all respects be governed by the laws of the State of Utah; provided, however, the Trustee shall have the discretion, exercisable at any later time and from time to time, to administer the trust pursuant to the laws of any jurisdiction in which the Trustee may be domiciled, by executing and acknowledging a written instrument to that effect and attaching the same to this trust instrument, so long as administration pursuant to the laws of such jurisdiction will not result in an increase in taxation of trust income or principal by said state or any of its political subdivisions

9.4 Insurance Provisions. With respect to any policy of life insurance which may be assigned to the Trustee as owner thereof, or under which the Trustee is designated as beneficiary, the Trustee shall deal with such policy as required by the following provisions, in addition and subject to the general trust provisions hereinabove and hereinafter set forth:

9.4(a) Custody of Insurance Policy. The Trustee shall have the custody of any policy of life insurance under which the Trustee is designated as primary beneficiary, whether the same be irrevocably assigned to the Trustee, as owner and beneficiary, or whether the Trustee is designated as revocable beneficiary. Should the Trustee be named as revocable beneficiary of any policy, the owner shall have the right to possession of said policy upon written request to the Trustee.

9.4(b) Rights in Policies of Insurance. In respect to any policy of insurance irrevocably assigned to the Trustee, the Trustee is hereby vested with all rights in and to such policy of insurance, and the Trustee is authorized and empowered to exercise and enjoy for the purposes of this trust instrument, and as owner of such policies, all the options, benefits, rights and privileges under such policy, including the right to borrow upon and to pledge it for a loan or loans. The insurance company which has issued such policy is hereby authorized and directed to recognize the Trustee as owner of such policy of insurance and as fully entitled to all options, rights, privileges and interests under such policy; and any receipts, releases and other instruments executed by the Trustee in connection with such policy shall be binding and conclusive upon the insurance company and upon all persons interested in this trust instrument.

9.4(c) Payment of Premiums. The Trustee is expressly empowered to pay premiums on any policy of insurance owned by the trust. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance, whether the same be irrevocably assigned to the Trustee or the Trustee is named revocable beneficiary, nor to make certain that such premiums are paid or to notify any persons of the nonpayment of such premiums; and the Trustee shall be under no responsibility or liability in case such premiums are not paid. Upon notice at any time during the term of any trust created hereunder that the premiums due upon any policy irrevocably assigned to the Trustee are in default, or that premiums to become due will not be paid, the Trustee, in the Trustee's sole discretion, may apply any cash values

attributable to such policy to the purchase of paid-up insurance or of extended insurance, or may borrow upon such policy for the payment of premiums due thereon, or may accept the cash value of such policy upon forfeiture. In the event that the Trustee receives the cash value of such policy upon forfeiture for nonpayment of premiums, such proceeds shall be held by the Trustee as part of the principal and pursuant to the same provisions, terms and conditions as are set forth herein.

9.4(d) Collection of Policy Proceeds. Upon the death of the insured under any such policy, or upon the maturity date of any such policy which has been irrevocably transferred to the Trustee, the Trustee shall collect all proceeds due thereon and if an endowment policy, shall collect the cash endowment value in one lump sum upon the maturity date thereof. Further, the Trustee shall make all reasonable efforts to carry out the provisions of this Section and this trust instrument, including the maintenance or defense of any suit; however, the Trustee shall be under no duty to maintain or enter into litigation unless expenses, including counsel fees and costs, have been advanced or guaranteed in an amount and in a manner reasonably satisfactory to the Trustee. The Trustee may repay advances made by the Trustee or be reimbursed for any such fees and costs out of the principal or income of the estate of the trusts created hereunder.

9.4(e) Purchase of Assets. The Trustee is hereby authorized and empowered to apply any part or the whole amount of any insurance proceeds collected by the Trustee to purchase assets of the insured's estate which may be offered for sale by the Personal Representative of the insured's estate, at a price equal to the value of such assets as fixed by competent authority for purposes of determining the liability of the insured's estate for federal estate tax purposes or at such other price as may be agreed upon by the Trustee and the Personal Representative of the insured's estate.

9.5 Invalid Provisions. In the event any clause or provision of this trust instrument is or becomes invalid or void for any reason, then such invalid or void clause or provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible. It is the Settlor's intent that the interests created by this trust instrument be vested rather than contingent.

9.6 Legal Obligations. No trust created hereunder is established to discharge any of the legal obligations or duties of the Settlor, the Settlor's spouse, or the Trustee, as spouse or parent of any of the beneficiaries, and the payment for the benefit of any of the beneficiaries of any income or principal of any trust created hereunder is not intended to be nor shall any such payment be made in lieu of, or in discharge of, any such obligations of the Settlor, the Settlor's spouse, or the Trustee.

9.7 Net Income Defined. As used in this trust instrument, the term "net income" shall be defined by reference to the Utah Uniform Principal and Income Act, Section 22-3-101 et seq. of the Utah Code Annotated, as amended, or if such Act should be abolished, then in accordance with the terms of such Act as it was last in effect in the State of Utah. Unless otherwise expressly provided herein, all questions relating to the ascertainment of income and principal and the allocation of receipts and disbursements between income and principal shall be

resolved by the Trustee in accordance with the terms of said Act. Notwithstanding the foregoing, if the ascertainment of income or the allocation of receipts or disbursements between income and principal in accordance with the provisions of the Utah Uniform Principal and Income Act would produce a result which, in the opinion of the Trustee, is either not in the best interest of the beneficiaries or is not in accordance with the Settlor's intent, then the Trustee may select and appoint an independent trustee, as provided in Article 6.1(g), above, for the sole purpose of reviewing, recommending, and making a more proper allocation that would be consistent with the Settlor's intent and/or in the best interest of the beneficiaries hereunder.

9.8 **Spendthrift Provision.** Each and every beneficiary hereunder is hereby restrained from and shall be without right, power or authority to sell, transfer, assign, pledge, mortgage, hypothecate, alienate, anticipate, bequeath, devise or in any manner affect or impair his or her beneficial right, title, interest, claim or estate in and to either the income or principal of any trust created hereunder, or to any part thereof, during the entire term of said trust, except as expressly provided herein. Nor shall the right, title, interest or estate of any such beneficiary be subject to any right, claim, demand, lien or judgment of any creditor of any such beneficiary nor be subject nor liable to any process of law or equity, but all of the income and principal shall be payable and deliverable by the Trustee as and when provided herein, and receipt by the beneficiaries shall relieve the Trustee from responsibility for such distributions made in good faith.

SECTION 10 DEFINITIONS

The following definitions shall apply to the terms and words used in this trust instrument. Unless otherwise defined elsewhere in the trust instrument, the definitions set forth in this Section 10 shall be controlling. Any words used in the trust instrument which are not defined herein below shall have their usual and customary meaning, as defined in applicable sections of federal and state law, or if none, by resort to such word's common usage and meaning as set forth in Webster's Dictionary of the English language.

10.1 The term **"beneficiary"** means a person that (a) has a present or future beneficial interest in a trust created hereunder, whether such interest is vested or contingent, or (b) in a capacity other than that of trustee, holds a power of appointment over trust property. The beneficiaries of the trusts created under the terms of this trust instrument are identified and designated by the Settlor in Section 1.2, above.

10.2 The defined term **"Charitable Organization"** means one or more tax-exempt charitable organizations described in each of Sections 170(c), 2055(a) and 2522(a) or (b) of the Code, or corresponding provisions of any subsequent federal tax laws.

10.3 The term **"child"** means any individual entitled to take as a child under Utah's Uniform Probate Code by intestate succession from the parent whose relationship is involved and excludes any person who is only a stepchild, a foster child, a grandchild, or any more remote descendant; provided, however, that with respect to an individual who has been legally adopted, such individual shall not fall within the definition hereunder unless such

individual was adopted prior to his or her eighteenth birthday. In the event the definition hereunder is inconsistent or in conflict with, or would exclude one or more individuals from the class of individuals declared by the Settlor to be the Settlor's children under Section 1.2, above, then such defined class of individuals shall be controlling for purposes of determining those individuals treated as children of the Settlor under the terms of this trust instrument.

10.4 The term "**descendant**" means all of an individual's descendants of all generations, with the relationship of parent and child at each generation being determined by the definition of child and parent contained in this Section 10.

10.5 The term "**heirs**" means, except as controlled by Section 75-2-711 of the Utah Code Annotated, persons, including the surviving spouse and state, who are entitled under the statutes of intestate succession to the property of a decedent.

10.6 The terms "**incapacitated**" or "**incapacity**" mean that, in the opinion and sole discretion of the subject person's personal physician, or if such person has no personal physician, then in the unanimous opinion of two (2) physicians selected by such person's spouse, a majority of the adult beneficiaries hereunder, or the next named successor trustee, in that order, such person is impaired by reason of mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, or any other reason, except minority, to the extent of lacking sufficient understanding or capacity to make or communicate responsible decisions and to properly or effectively exercise his or rights hereunder.

10.7 The defined term "**Internal Revenue Code**" means the Internal Revenue Code of 1986, as amended, and is sometimes abbreviated herein as the "IRC" or the "Code".

10.8 The term "**minor**" means an individual who has not attained the age of majority, as determined by the applicable state law where said individual is domiciled or the law governing distributions from this trust.

10.9 The term "**per stirpes**" means as such term is defined in Section 75-2-709(3) of the Utah Code Annotated, as amended.

10.10 The term "**person**" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government; governmental subdivision, agency, or instrumentality; public corporation, or any other legal or commercial entity.

10.11 The defined term "**Qualified Beneficiary**" means a beneficiary who, on the date the beneficiary's qualification is determined, (a) is a current distributee or permissible distributee of trust income or principal, or (b) would be a distributee or permissible distributee of trust income or principal if the trust terminated on that date.

10.12 The defined term "**S Corporation**" means a corporation defined in Section 1361 et seq. of the Internal Revenue Code.

10.13 The defined term **"Settlor"** means a person, including a testator, who creates, or contributes property to, a trust. If more than one person creates or contributes property to a trust, each person is a settlor of the portion of the trust property attributable to that person's contribution except to the extent another person has the power to revoke or withdraw that portion.

10.14 The term **"survive"** means that an individual has neither predeceased an event, including the death of another individual, nor is considered to have predeceased an event under Sections 75-2-104 or 75-2-702 of the Utah Code Annotated by having failed to survive the decedent by 120 hours.

10.15 The term **"trust instrument"** means an instrument executed by the Settlor that contains terms of the trust, including any amendments thereto.

10.16 The defined term **"Trustee"** means the individual, individuals or entity nominated and appointed by the Settlor under the terms of this trust instrument to hold, manage, administer, and safeguard the assets transferred to the trust for the benefit of the beneficiaries of the trust, and includes the initial and any successor trustee or trustees, whether or not appointed or confirmed by the court.

10.17 The defined term **"Uniform Trust Code"** means Sections 75-7-101 to 1201 of the Utah Code Annotated, as amended, and is sometimes referred to herein as the "UTC".

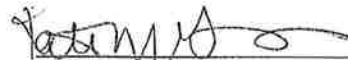
10.18 The defined term **"Unused GST Exemption"** means the maximum exemption to the generation-skipping transfer tax allowable under Section 2631 of the Internal Revenue Code, or any successor provision, reduced by the amount of said exemption allocated or deemed allocated by the Settlor during his lifetime or allocated by the Trustee or the Settlor's Personal Representative to assets of the Settlor's estate other than those assets allocated pursuant to the provisions of this paragraph. It is the Settlor's intention that his generation-skipping transfer tax exemption under Section 2631 of the Internal Revenue Code be fully utilized as allowed by the federal tax laws applicable to the Settlor's estate, and all questions pertaining to the allocation of assets hereunder shall be resolved according to this expressed intention.

10.19 The defined term **"Utah Code Annotated"** means the codified statutes of the State of Utah, as amended hereafter.

IN WITNESS WHEREOF, the Settlor and Trustee has affixed her signature below as of the day and year first written above.

[Signature and Acknowledgment Page Follows]

SETTLOR:

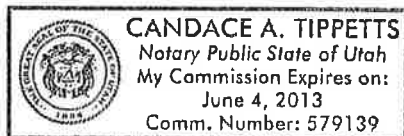

Kate M. Geagan

TRUSTEE:


Kate M. Geagan

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On the 28 day of June, 2012, KATE M. GEAGAN, the signer of the foregoing trust instrument, personally appeared before me, a notary public in and for said State, and duly acknowledged to me that she signed the foregoing trust instrument for the purposes stated therein.




NOTARY PUBLIC



0 25 50 100 Feet

GEAGAN, KATE & PETER
WR 37-20378 POD TRANSFER
TRANSFER 83346

NAIP 2017 AERIAL

- Proposed POD
- Current POD
- POU-IDWR 37-20378
- Parcels



JUN 12 2019

DEPT OF WATER RESOURCES
SOUTHERN REGION



State of Idaho

DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION • 650 ADDISON AVE W STE 500 • TWIN FALLS ID 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037

Website: www.idwr.idaho.gov • Email: southerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

August 29, 2019

PETER C GEAGAN REVOCABLE TRUST
KATE M GEAGAN REVOCABLE TRUST
209 RED DEVIL DR
HAILEY, ID 83333-5160

RE: Transfer No. 83346
Water Right No(s). 37-20378

Dear Applicant(s):

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the **IDAHO MOUNTAIN EXPRESS** on **9/4/2019** and **9/11/2019**. Protests to this application may be submitted for a period ending ten (10) days after the second publication. Any protest against this application must be filed with the Department of Water Resources, together with a protest fee of \$25.00 for each application, on or before **September 23, 2019**.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,


Denise Maline
Administrative Assistant

c: Brockway Engineering PLLC



State of Idaho

DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION • 650 ADDISON AVE W STE 500 • TWIN FALLS ID 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

August 29, 2019

WATER DISTRICT #37 *via e-mail*
KEVIN LAKEY
107 W 1ST ST
SHOSHONE ID 83352

RE: Transfer No. 83346
Water Right No(s). 37-20378

Dear Kevin:

A copy of the above referenced application is enclosed. Please review the application, then complete the enclosed recommendation form as necessary, and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the water master, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR's regional offices can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

Maline, Denise

From: Maline, Denise
Sent: Thursday, August 29, 2019 9:50 AM
To: Idaho Mountain Express
Subject: LEGAL NOTICE
Attachments: Idaho Mtn Express cover letter.docx; Idaho Mtn Express ad.doc

Attached please find **(1)** legal notice being submitted for publication on September 4th & 11th, 2019. Please let me know if there are any questions or if you are not able to run the ad on the dates requested.

Thank you in advance,

Denise @ IDWR Twin Falls

Denise Maline
Administrative Assistant I
Idaho Dept of Water Resources, Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301
(208) 293-9908
denise.maline@idwr.idaho.gov



State of Idaho

DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION • 650 ADDISON AVE W STE 500 • TWIN FALLS ID 83301-5858

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BRAD LITTLE
Governor

GARY SPACKMAN
Director

August 29, 2019

LEGAL NOTICE DEPARTMENT
IDAHO MOUNTAIN EXPRESS
PO BOX 1013
KETCHUM, ID 83340

RE: Transfer No. 83346
Water Right No(s): 37-20378

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before September 23, 2019. Your cooperation is appreciated.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 83346**

PETER C GEAGAN REVOCABLE TRUST and KATE M GEAGAN REVOCABLE TRUST, 209 RED DEVIL DR, HAILEY, ID 83333-5160; has filed Application No. 83346 for changes to the following water rights within BLAINE County(s): Right No(s). 37-20378; to see a full description of these rights and the proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes changing the point of diversion (POD) for a 0.01 cfs and 0.4 acre irrigation ground water right from its current POD located approximately 1.56 miles north and 0.06 miles west of the intersection of Hwy 75 and Bullion St. in Hailey. Transfer application proposes moving the water right to an existing well located approximately 0.12 miles to the northeast of the current well. No changes are proposed to the place of use.

For additional information concerning the property location, contact Southern Region office at (208) 736-3033. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Southern Region, 650 ADDISON AVE W STE 500, TWIN FALLS ID 83301-5858 together with a protest fee of \$25.00 for each application on or before **September 23, 2019**. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director
Published on September 4 & 11, 2019



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

AUG 28 2019

DEPT OF WATER RESOURCES
SOUTHERN REGION

August 26th, 2019

Mr. Bill Mills
Idaho Department of Water Resources
650 Addison Ave W, Ste 500.
Twin Falls, ID 83301-3380

RE: Peter C Geagan Revocable Trust, Kate M Geagan Revocable Trust:
Application for Transfer of Water Right- Point(s) of Diversion- Supplemental
Signature Page.

Dear Bill,

Per your request, Brockway Engineering is submitting the attached signed Application for Transfer of Water Right- Point(s) of Diversion for the Kate M Geagan Revocable Trust. Previously, our office had submitted a signature page signed by the Peter C Geagan Revocable Trust and IDWR has requested a signature from the Kate M Geagan Revocable Trust. The attached signature page attempts to meet IDWR's requirement for processing of the previously submitted transfer application and it is my understanding that with receipt of this signature page, processing of the previously submitted water right point of diversion transfer application can continue.

Please copy our office on all correspondence regarding this water right transfer application. Don't hesitate to call our office should you have any further questions or comments. Thanks for your time and assistance on this matter.

Regards

Zach Latham, M.S., Hydrologist

Enclosures: (1) Application for Transfer of Water Right- Point(s) of
Diversion Signature Page.

Cc: Mr. Peter Geagan

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

Mills, Bill

From: Zach Latham <zach.latham@brockwayeng.com>
Sent: Thursday, August 22, 2019 8:33 AM
To: Mills, Bill
Subject: RE: Geaghan Transfer

Thanks!

Zach Latham

Hydrologist
Brockway Engineering, P.L.L.C.
2016 Washington Street North, Suite 4
Twin Falls, ID 83301
t. 208-736-8543
c. 208-721-2114
f. 208-736-8506
zach.latham@brockwayeng.com

All information, calculations, maps, drawings, or other documents transmitted via e-mail are preliminary unless explicitly stated in the e-mail text or in the documents themselves.

From: Mills, Bill [<mailto:William.Mills@idwr.idaho.gov>]
Sent: Wednesday, August 21, 2019 4:13 PM
To: Zach Latham
Subject: RE: Geaghan Transfer

That Works!

Thanks!

Bill

From: Zach Latham [<mailto:zach.latham@brockwayeng.com>]
Sent: Wednesday, August 21, 2019 4:00 PM
To: Mills, Bill <William.Mills@idwr.idaho.gov>
Subject: RE: Geaghan Transfer

I have that signature Bill,
Will get it to you on Monday next week if that works?

Zach Latham

Hydrologist
Brockway Engineering, P.L.L.C.
2016 Washington Street North, Suite 4
Twin Falls, ID 83301
t. 208-736-8543
c. 208-721-2114
f. 208-736-8506
zach.latham@brockwayeng.com

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From: Zach Latham [<mailto:zach.latham@brockwayeng.com>]
Sent: Tuesday, August 20, 2019 12:37 PM
To: 'Mills, Bill'
Subject: RE: Geaghan Transfer

Finally going to get Kate's signature tomorrow AM.
Thanks-

Zach Latham

Hydrologist
Brockway Engineering, P.L.L.C.
2016 Washington Street North, Suite 4
Twin Falls, ID 83301
t. 208-736-8543
c.208-721-2114
f. 208-736-8506

zach.latham@brockwayeng.com

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From: Mills, Bill [<mailto:William.Mills@idwr.idaho.gov>]
Sent: Tuesday, August 13, 2019 5:53 AM
To: Zach Latham
Subject: RE: Geaghan Transfer

Zach,
Sounds good.
Thanks,
Bill

From: Zach Latham [<mailto:zach.latham@brockwayeng.com>]
Sent: Monday, August 12, 2019 8:25 AM
To: Mills, Bill <William.Mills@idwr.idaho.gov>
Subject: RE: Geaghan Transfer

Bill-
I was out last week, applogies for the late reply.
I will be getting a signature this week, stay tuned.

Zach Latham

Hydrologist
Brockway Engineering, P.L.L.C.
2016 Washington Street North, Suite 4
Twin Falls, ID 83301
t. 208-736-8543
c.208-721-2114
f. 208-736-8506

zach.latham@brockwayeng.com

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From: Mills, Bill [<mailto:William.Mills@idwr.idaho.gov>]
Sent: Thursday, August 01, 2019 4:40 PM
To: Zach Latham
Subject: Geaghan Transfer

Zach,
Any progress on getting a signature from Kate Geaghan?
Thanks
Bill

Mills, Bill

From: Mills, William
Sent: Wednesday, July 10, 2019 11:24 AM
To: 'Zach Latham'
Subject: RE: Signatures for the Geagan Trusts Application for Transfer #83346

Zach,

Either way works, we already have Peter's signature so a second page 2 with just her signature works, or we can supersede the existing page 2 with a new one with both signatures. I think whichever is the easiest for you as long as we have both signatures.

Thanks for the heads up,
Bill

From: Zach Latham [mailto:zach.latham@brockwayeng.com]
Sent: Wednesday, July 10, 2019 9:23 AM
To: Mills, William <William.Mills@idwr.idaho.gov>
Subject: RE: Signatures for the Geagan Trusts Application for Transfer #83346

Bill-

The Geagans are out of town until 7/17, so I will have to wait to get a signature until that time. Should I have both Peter and Kate sign a page 2 or just Kate sign a page 2??
Thanks-

Zach Latham

Hydrologist
Brockway Engineering, P.L.L.C.
2016 Washington Street North, Suite 4
Twin Falls, ID 83301
t. 208-736-8543
c. 208-721-2114
f. 208-736-8506

zach.latham@brockwayeng.com

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From: Mills, William [mailto:William.Mills@idwr.idaho.gov]
Sent: Tuesday, July 09, 2019 7:47 AM
To: Zach Latham
Subject: Signatures for the Geagan Trusts Application for Transfer #83346

Zach,

After discussing this application with Corey, we concluded that the Department also needs either Kate's signature along with Peter's signature or a copy of a power of attorney document authorizing Peter to sign on Kates behalf. Without one or the other, we cannot proceed any further with this application as it is incomplete without all the proper signatures. I have attached a copy of change of ownership documents that indicate that both trusts own the property and water rights.

Thanks,
Bill

From: Zach Latham [mailto:zach.latham@brockwayeng.com]
Sent: Monday, July 01, 2019 11:33 AM

To: Mills, William <William.Mills@idwr.idaho.gov>

Subject: RE: Geagan Map

Bill-

Attached are the documents authorizing Peter to sign for Kate.

Please let me know if you need any additional information to proceed to advertisement, thanks again-

Zach Latham

Hydrologist

Brockway Engineering, P.L.L.C.

2016 Washington Street North, Suite 4

Twin Falls, ID 83301

t. 208-736-8543

c.208-721-2114

f. 208-736-8506

zach.latham@brockwayeng.com

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From: Mills, William [<mailto:William.Mills@idwr.idaho.gov>]

Sent: Wednesday, June 12, 2019 2:38 PM

To: Zach Latham

Subject: RE: Geagan Map

Zach,

Thanks for getting the map to me in a timely manner,

I appreciate it,

Bill

From: Zach Latham [<mailto:zach.latham@brockwayeng.com>]

Sent: Wednesday, June 12, 2019 10:01 AM

To: Mills, William <William.Mills@idwr.idaho.gov>

Subject: Geagan Map

Bill-

My apologies for not including this attached WR POD transfer map in our Geagan submittal.

Please let me know if you have any questions, thanks again for your call and time.

Zach Latham

Hydrologist

Brockway Engineering, P.L.L.C.

2016 Washington Street North, Suite 4

Twin Falls, ID 83301

t. 208-736-8543

c.208-721-2114

f. 208-736-8506

zach.latham@brockwayeng.com

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MEMORANDUM

Date: June 19, 2019
To: Transfer 83346
From: William Mills
Re: Transfer Proposal

Application proposes changing the point of diversion (POD) for a 0.01 cfs and 0.4 acre ground water irrigation right, 37-20378, from its current POD located approximately 1.56 miles north and 0.06 miles west of the intersection of Hwy 75 and Bullion St. in Hailey. Transfer application proposes moving the water right to an existing well located approximately 0.12 miles to the northeast of the current well.

Overlap analysis indicates that this right will be diverted from the same POD as ground water right 37-20377 (0.03 cfs; 3.9 af) and is also owned by the applicants. The places of use (POUs) are adjacent, but do not overlap. Point of diversion and place of use are located in Water District 37 and Watermaster comments will be solicited.

MEMORANDUM

Date: June 19, 2019
To: Transfer 83346
From: Bill Mills
Re: Fee Evaluation

Filing fees charged for transfer application #83346 were based on the on the current transfer fee schedule and included \$200.00 for the 0.01 cfs being transferred in the application. (Receipt No.S037362).

Mills, Bill

From: Mills, William
Sent: Wednesday, June 12, 2019 2:38 PM
To: 'Zach Latham'
Subject: RE: Geagan Map

Zach,
Thanks for getting the map to me in a timely manner,
I appreciate it,
Bill

From: Zach Latham [mailto:zach.latham@brockwayeng.com]
Sent: Wednesday, June 12, 2019 10:01 AM
To: Mills, William <William.Mills@idwr.idaho.gov>
Subject: Geagan Map

Bill-
My apologies for not including this attached WR POD transfer map in our Geagan submittal.
Please let me know if you have any questions, thanks again for your call and time.

Zach Latham

Hydrologist
Brockway Engineering, P.L.L.C.
2016 Washington Street North, Suite 4
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BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

June 3rd, 2019

Mr. Corey Skinner
Idaho Department of Water Resources
650 Addison Ave W, Ste 500.
Twin Falls, ID 83301-3380

RECEIVED
JUN 05 2019
DEPT OF WATER RESOURCES
SOUTHERN REGION

RE: Peter C Geagan Revocable Trust, Kate M Geagan Revocable Trust:
Application for Transfer of Water Right- Point(s) of Diversion.

Dear Corey,

On behalf of the Peter C Geagan Revocable Trust, Kate M Geagan Revocable Trust, Brockway Engineering is submitting an Application for Transfer of Water Right- Point(s) of Diversion that seeks to change only the point of diversion for ground water right 37-20378 to an existing well on the Geagan Property that already is authorized to divert ground water right 37-20377, also owned by the Geagans. The delivery line connecting the existing POD and the irrigation system on the Geagan property is being severed as a result of new residential home construction on the lot immediately south of the Geagan's lot. Therefore, the Geagans are seeking to move the POD associated with 37-20377 to an existing well on their property.

Also included is a check from Brockway Engineering in the amount of \$200.00 to cover the water right transfer application processing fee. Please copy our office on all correspondence regarding this water right transfer application. Don't hesitate to call our office should you have any further questions or comments. Thanks for your time and assistance on this matter.

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

Regards,

Zach Latham, M.S., Hydrologist

Enclosures: (1) Application for Transfer of Water Right- Point(s) of
Diversion, and Associated Documents.
(1) Brockway Engineering Check # 15369

Cc: Mr. Peter Geagan