

THE G.E. MUMFORD FAMILY TRUST

THIS TRUST AGREEMENT, dated this 12th day of December, 1990, is among G. EUGENE MUMFORD aka GIDEON EUGENE MUMFORD and BETTY JO MUMFORD aka BETTY JOYCE MUMFORD, husband and wife, of Clifton, Idaho (referred to collectively as "grantors" and singly as "grantor") and G. EUGENE MUMFORD aka GIDEON EUGENE MUMFORD and BETTY JO MUMFORD aka BETTY JOYCE MUMFORD, of Clifton, Idaho, as "trustee".

ARTICLE 1: CREATION OF TRUST

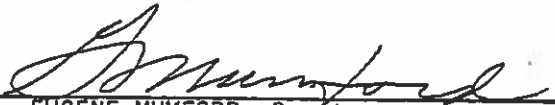
1.01 Initial Trust Estate. By this agreement, grantors assign, convey, transfer and deliver to the trustee the property described on Schedules A and B attached hereto and the trustee accepts such property as the initial trust estate. Such property shall be held IN TRUST and shall be administered and distributed upon the terms and conditions herein set forth.

1.02 Character of Property. The property described on Schedule A (referred to as the "separate estate") is the separate property of grantors and is owned by them in the shares, proportions and interests specified in such schedule. The trustee shall divide the separate estate into two accounts (referred to as the "separate accounts"), one for each grantor, and shall allocate to each such account the separate property of the grantor for whom such account was established. The property described on Schedule B (referred to as the "community estate") is the community property of grantors and shall retain its character as such in the trust estate.

1.03 Additions to Trust. Grantors, or either of them, or any other person may from time to time transfer or devise additional property to the trustee upon the terms of this instrument. The trustee shall determine the character of any such additional property and shall allocate the same between the community and separate estates as provided in Article 1.02.

include the plural and vice versa; the words "pay" and "distribute" shall also mean assign and convey; and the table of contents, headings and paragraph titles are for guidance only and shall have no significance in the interpretation of this instrument.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.


G. EUGENE MUMFORD, Grantor


BETTY JO MUMFORD, Grantor.

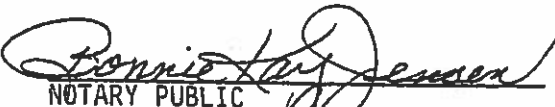

G. EUGENE MUMFORD, Trustee


BETTY JO MUMFORD, Trustee

STATE OF IDAHO }
COUNTY OF FRANKLIN } ss.

On this 12th day of December, 1990, before me a Notary Public, personally appeared G. EUGENE MUMFORD and BETTY JO MUMFORD known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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


NOTARY PUBLIC
Residing at: Rastox, Idaho
My Commission Expires: 7-7-94

AMENDMENT TO THE G.E. MUMFORD FAMILY TRUST

THIS FIRST AMENDMENT TO THE G.E. MUMFORD FAMILY TRUST, dated this 24th day of November, 1992, is by G. EUGENE MUMFORD and BETTY JO MUMFORD, Grantors (referred to herein as "Grantor") and G. EUGENE MUMFORD and BETTY JO MUMFORD, Trustees (referred to herein as "Trustee").

W I T N E S S E T H:

WHEREAS, by agreement with the Trustee dated December 12, 1990, Grantor created and placed in effect THE G.E. MUMFORD FAMILY TRUST (hereafter referred to as the "Agreement"); and

WHEREAS, Grantor desires to amend the Agreement and the Trustee is willing to accept such amendment;

NOW, THEREFORE, Grantor and the Trustee agree as follows:

1.00 Article 3.03 is hereby amended to read as follows:

Upon the death of the deceased spouse, I direct that the trustee shall distribute to our children, JEFFREY RAY MUMFORD and LISA ANN SEARS the dairy operation which we at that time own, including all barns, sheds, buildings, corrals, milking equipment, grain bins, forage storage containers, livestock including cows and calves, fenced lounging areas, together with the real estate consisting of approximately 10 acres on which said dairy operation is found to be located. Thereafter, I direct that all of the remaining farm real estate, water rights and improvements, (except our residence and surrounding curtilage) hereinafter referred to as "farm", needed to bring our total distribution to our children in a value equal to the maximum amount which can be absorbed by the unified credit, in effect at the time of the deceased spouse's death, shall be distributed as follows: Initially a one-fourth undivided share to each of my children. However, beginning in the year 1992 and for each year thereafter, we direct that JEFFREY RAY MUMFORD and LISA ANN SEARS' interest be increased and RONALD E. MUMFORD and SHERIDA LYN LEE'S interest be decreased by a

one-ninth share annually for a total of nine consecutive years, at which time all interest in the farm shall be distributed to JEFFREY RAY MUMFORD and LISA ANN SEARS. Provided further that if either of us dies before the end of the ninth year, JEFFREY RAY MUMFORD and LISA ANN SEARS each shall be given an option to purchase any interest in the farm then held by RONALD E. MUMFORD and/or SHERIDA LYN LEE at a combined value equal to the balance which would then be owing on \$136,003.84 at 6% interest, reduced by a \$20,000.00 annual payment beginning in 1992. Further, JEFFREY RAY MUMFORD and LISA ANN SEARS shall have, as part of this option the privilege of paying that balance in annual payments of \$20,000.00 at 6% interest or to prepay without penalty any remaining balance, if such is their desire. Payments shall be divided equally between RONALD E. MUMFORD and SHERIDA LYN MUMFORD. Said option is to be exercised within six months of such death by forwarding notice and by tendering payment within that period of time. Thereafter, I direct that upon the death of the deceased spouse, that the trustee shall divide the portion of the trust estate not effectively disposed of under the provisions of Article 3.02 or as above specified, including any additions thereto received under the terms of the deceased spouse's will or as proceeds of insurance on the life of the deceased spouse or otherwise, into two separate trusts, designated The Marital Trust and The Family Trust. We direct that The Marital Trust be funded first and that The Family Trust only be used as is necessary to avoid the occurrence of federal estate tax. If said Family Trust is not needed for said purpose, then all assets, including those listed in Paragraph 3.04(a)(1 and 2) below be transferred to said Marital Trust. Such trusts shall be held as separate trusts and administered and distributed in accordance with the provisions of Articles 4 and 5.

2.00 In all other respects, the trust is confirmed and shall not be changed or affected except as above set forth.

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this Amendment to Trust the day and year first above written.

G. Eugene Mumford
G. EUGENE MUMFORD, Grantor

Betty Jo Mumford
BETTY JO MUMFORD, Grantor

G. Eugene Mumford
G. EUGENE MUMFORD, Trustee

Betty Jo Mumford
BETTY JO MUMFORD, Trustee

STATE OF IDAHO)
) ss.
COUNTY OF FRANKLIN)

On this 24th day of November, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared G. EUGENE MUMFORD and BETTY JO MUMFORD, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Bernice Lee Jensen
NOTARY PUBLIC
Residing at: Preston, Idaho
My Commission Expires: 7-7-94