

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 17 2010

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
24-7172	Yes ☐	Split into 24-10773 & 24-10774	Yes ☐	24-10773	Yes ☐
24-7026	Yes ☐	Split into 24-10775 & 24-10776	Yes ☐	24-10775	Yes ☐
24-10745	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Ralph + Gwen Heimer
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Hal + Jann Heimer
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☒ and/or

5550 Tincup Jet RD
Mailing address

Freedom
City

Ida 83120
State ZIP

208 873 2223
Telephone

Email

SUPPORT DATA

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ 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.

5. Date you acquired the water rights and/or claims listed above:

12-8-10

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per undivided water right.
 - \$100 per split water right.
 - No fee is required for pending adjudication claims.

7. ☒ Signature: Hal R Heimer
Signature of new owner/claimant

Title, if applicable

Dec 9-2010
Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only

Received by JLB

Date 1/16/2011

Receipt No. E036323

Receipt Amt. \$250.-

Approved by

Processed by

Date

Instrument # 1379854
IDAHO FALLS, BONNEVILLE, IDAHO
12-8-2010 10:06:39 No. of Pages: 2
Recorded for : LADELL HEINER
RONALD LONGMORE Fee: 13.00
Ex-Officio Recorder Deputy 
Index to: DEED, QUIT-CLAIM

ADDRESS OF GRANTEES:
LaDell R. and Barbara N. Heiner
718 Stateline Rd.
Freedom, Wyoming 83120

QUIT CLAIM DEED

The **Ralph S. Heiner Trust** dated December 3, 2007 with **Ralph S. Heiner, Gwen R. Heiner,** and **Dick R Heiner**, and the survivor(s), as Trustees, as to an undivided one- half interest, and

the **Gwen R. Heiner Trust** dated December 3, 2007 with **Gwen R. Heiner, Ralph S. Heiner** and **Dick R. Heiner**, and the survivor(s), as Trustees, as to an undivided one-half interest Grantors, of Bedford, Lincoln County, Wyoming

hereby Quit Claim to

LaDell R. and Barbara N. Heiner husband and wife, Grantees,

for the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration the following described property in **Bonneville County, Idaho**, to wit:

NE ¼ of the SW ¼ and G.L.O. Lot 3 of Section 34, T4S, R46E, Boise Meridian

TOGETHER WITH AND SUBJECT TO: All Easements, Exceptions, Restrictions, Reservations, Rights-of-Way, Improvements, including but not limited to those conditions of sight and of record.

TOGETHER WITH a sixteen foot (16') easement and right of way to and from the well and electrical source used to irrigate the above described property. This sixteen foot (16') easement and right of way includes the right to have electrical supply and pipelines on it to transport water from the well to the above described property. This sixteen foot- (16') easement and right of way includes the right of ingress to and egress from the well and electrical source.

By accepting ownership of the above described property from Grantors, the Grantees agree to pay Grantees' proportionate share of all well expenses, costs of pumping water from the well, and repairs and replacement of the well and its parts, including the pump, pipe, electrical and other parts associated with the well.

TOGETHER WITH all waters and water rights appertaining thereto.

TOGETHER WITH all stock in irrigation companies whose water is used to irrigate the above described property, if any.

TOGETHER WITH all oil, gas, coal, mineral, and geothermal rights there unto appertaining.

WITNESS, the hand of said Grantors, this 5 day of February 2010,

Ralph S. Heiner
Ralph S. Heiner, Trustee of the
Ralph S. Heiner Trust

Gwen R. Heiner
Gwen R. Heiner, Trustee of the
Ralph S. Heiner Trust

Dick R. Heiner
Dick R. Heiner, Trustee of the
Ralph S. Heiner Trust

Gwen R. Heiner
Gwen R. Heiner, Trustee of the
Gwen R. Heiner Trust

Ralph S. Heiner
Ralph S. Heiner, Trustee of the
Gwen R. Heiner Trust

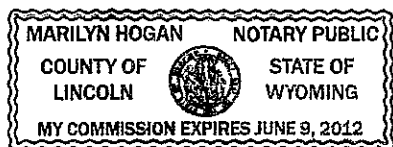
Dick R. Heiner
Dick R. Heiner, Trustee of the
Gwen R. Heiner Trust

STATE OF WYOMING)

: ss.

COUNTY OF LINCOLN)

On the 5 day of February 2010 personally appeared before me Ralph S. Heiner, Gwen R. Heiner and Dick R. Heiner who duly acknowledged to me that they executed the above deed as Trustees of the Ralph S. Heiner Trust and as Trustees of the Gwen R. Heiner Trust.



Marilyn Hogan
Notary Public

ADDRESS OF GRANTEES:
LaDell R. and Barbara N. Heiner
718 Stateline Rd.
Freedom, Wyoming 83120

Instrument # 1379856
IDAHO FALLS, BONNEVILLE, IDAHO
12-8-2010 10:09:29 No. of Pages: 1
Recorded for : LADELL HEINER
RONALD LONGMORE
Ex-Officio Recorder Deputy  Fee: 10.00
Index to: DEED, QUIT-CLAIM

QUIT CLAIM DEED

Hal R. Heiner and Jann E. Heiner husband and wife,

hereby Quit Claims to

LaDell R. Heiner and Barbara N. Heiner husband and wife, Grantees,

for the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration the following described property in **Bonneville County, Idaho**, to wit:

NE ¼ of the SW ¼ and G.L.O. Lot 3 of Section 34, T4S, R46E, Boise Meridian.

TOGETHER WITH AND SUBJECT TO: All Easements, Exceptions, Restrictions, Reservations, Rights-of-Way, Improvements, including but not limited to those conditions of sight and of record.

WITNESS, the hand of said Grantors, this 7 day of ~~February~~ 2010,

Hal R. Heiner
Hal R. Heiner

Dec HH

Jann E. Heiner
Jann E. Heiner

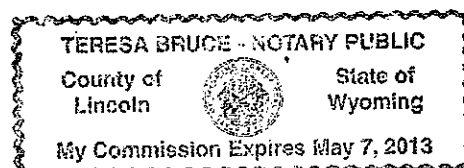
STATE OF WYOMING)

: ss.

COUNTY OF LINCOLN)

On the 7th day of ~~February~~ December 2010 personally appeared before me Hal R. Heiner and Jann E. Heiner who duly acknowledged to me that they executed the above deed.

Teresa Bruce
Notary Public



Instrument # 1379853

IDAHO FALLS, BONNEVILLE, IDAHO

12-8-2010 10:01:47 No. of Pages: 2

Recorded for : LADELL HEINER

RONALD LONGMORE

Fee: 13.00

Ex-Officio Recorder Deputy 

Index to: DEED, QUIT-CLAIM

ADDRESS OF GRANTEES:

Hal R. and Jann E. Heiner

Freedom Post Office

Freedom, Wyoming 83120

QUIT CLAIM DEED

The **Ralph S. Heiner Trust** dated December 3, 2007 with **Ralph S. Heiner, Gwen R. Heiner,** and **Dick R Heiner**, and the survivor(s), as Trustees, as to an undivided one- half interest,
and

the **Gwen R. Heiner Trust** dated December 3, 2007 with **Gwen R. Heiner, Ralph S. Heiner** and **Dick R. Heiner**, and the survivor(s), as Trustees, as to an undivided one-half interest Grantors, of Bedford, Lincoln County, Wyoming

hereby Quit Claim to

Hal R. Heiner and Jann E. Heiner husband and wife, Grantees,

for the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration the following described property in **Bonneville County, Idaho**, to wit:

SE ¼ of the SW ¼ and G.L.O. Lot 4 of Section 34, T4S, R46E, Boise Meridian

TOGETHER WITH AND SUBJECT TO: All Easements, Exceptions, Restrictions, Reservations, Rights-of-Way, Improvements, including but not limited to those conditions of sight and of record.

TOGETHER WITH a sixteen foot (16') easement and right of way to and from the well and electrical source used to irrigate the above described property. This sixteen foot (16') easement and right of way includes the right to have electrical supply and pipelines on it to transport water from the well to the above described property. This sixteen foot (16') easement and right of way includes the right of ingress to and egress from the well and electrical source.

By accepting ownership of the above described property from Grantors, the Grantees agree to pay Grantees' proportionate share of all well expenses, costs of pumping water from the well, and repairs and replacement of the well and its parts, including the pump, pipe, electrical and other parts associated with the well.

TOGETHER WITH all waters and water rights appertaining thereto.

TOGETHER WITH all stock in irrigation companies whose water is used to irrigate the above described property, if any.

TOGETHER WITH all oil, gas, coal, mineral, and geothermal rights there unto appertaining.

WITNESS, the hand of said Grantors, this 5 day of February 2010,

Ralph S. Heiner
Ralph S. Heiner, Trustee of the
Ralph S. Heiner Trust

Gwen R. Heiner
Gwen R. Heiner, Trustee of the
Gwen R. Heiner Trust

Gwen R. Heiner
Gwen R. Heiner, Trustee of the
Ralph S. Heiner Trust

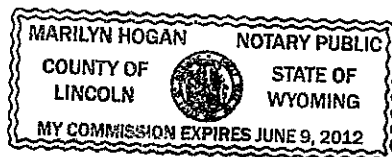
Ralph S. Heiner
Ralph S. Heiner, Trustee of the
Gwen R. Heiner Trust

Dick R. Heiner
Dick R. Heiner, Trustee of the
Ralph S. Heiner Trust

Dick R. Heiner
Dick R. Heiner, Trustee of the
Gwen R. Heiner Trust

STATE OF WYOMING)
 : ss.
COUNTY OF LINCOLN)

On the 5 day of February 2010 personally appeared before me Ralph S. Heiner, Gwen R. Heiner and Dick R. Heiner who duly acknowledged to me that they executed the above deed as Trustees of the Ralph S. Heiner Trust and as Trustees of the Gwen R. Heiner Trust.



Marilyn Hogan
Notary Public

ADDRESS OF GRANTEES:

Hal R. and Jann E. Heiner
Freedom Post Office
Freedom, Wyoming 83120

Instrument # 1379855

IDAHO FALLS, BONNEVILLE, IDAHO

12-8-2010 10:08:02 No. of Pages: 1

Recorded for : LADELL HEINER

RONALD LONGMORE

Ex-Officio Recorder Deputy Fee: 10.00

Index to: DEED, QUIT-CLAIM

QUIT CLAIM DEED

LaDell R. Heiner and Barbara N. Heiner husband and wife,

hereby Quit Claims to

Hal R. Heiner and Jann E. Heiner husband and wife, Grantees,

for the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration the following described property in **Bonneville County, Idaho**, to wit:

SE ¼ of the SW ¼ and G.L.O. Lot 4 of Section 34, T4S, R46E, Boise Meridian.

TOGETHER WITH AND SUBJECT TO: All Easements, Exceptions, Restrictions, Reservations, Rights-of-Way, Improvements, including but not limited to those conditions of sight and of record.

WITNESS, the hand of said Grantors, this 7th day of ~~February~~ ^{December} 2010,

LaDell R. Heiner
LaDell R. Heiner

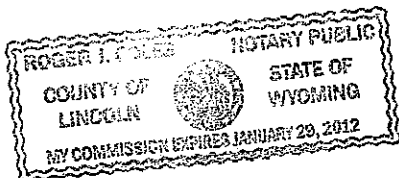
Barbara N. Heiner
Barbara N. Heiner

STATE OF WYOMING)

: ss.

COUNTY OF LINCOLN)

On the 7th day of ~~February~~ ^{December} 2010 personally appeared before me LaDell R. Heiner and Barbara N. Heiner who duly acknowledged to me that they executed the above deed.



Roger J. Cole
Notary Public

BONNEVILLE COUNTY
CLERK

138560

783882

QUITCLAIM, DEED
JUNE 29 AM 9:27

KNOW ALL MEN BY THESE PRESENTS, That Ralph S. Heiner and Gwen R. Heiner aka Gwen Heiner, of Bedford, Lincoln County, Wyoming, referred to as husband and wife, respectively, in consideration of the trust created herein and for the other covenants contained herein convey and quitclaim unto Ralph S. Heiner and Gwen R. Heiner and their successors, Trustees, for the uses and purposes set forth in the Ralph S. Heiner Revocable Trust between Grantor and Trustee, dated the 12th day of February, 1990. Ralph S. Heiner and Gwen R. Heiner beneficiaries, all such right, title, interest, property, possession, claim and demand as they have or ought to have, in or to all the following described premises, in the County of Bonneville and the County of Caribou, State of Idaho, to-wit:

Lots 3 and 4 and the E1/2SW1/4 of Section 34, T. 4 South, Range 46 E.B.M.; and

Lot 3 and SW1/4NW1/4 of Section 3; Lots 1 and 2 of Section 4, all in T. 5 South, Range 46 E.B.M.; also

Beginning at a point 80 rods West of the Center of Section 3, T. 5 S., R. 46 E.B.M., thence West 27-1/2 rods, thence Southwest 43 rods, thence East 55 rods, thence North 32 rods to the place of beginning, containing 8.40 acres, more or less, excepting and reserving one-half of all minerals and mineral rights.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD All and singular the premises, together with the appurtenances, unto the Ralph S. Heiner Revocable Trust, Ralph S. Heiner and Gwen R. Heiner, Trustees, and to their heirs and assigns forever.

IN WITNESS WHEREOF, Ralph S. Heiner and Gwen R. Heiner have hereunto set their hands the day and year first above written.

STATE OF IDAHO
County of Caribou } ss
I hereby certify that this instrument was filed at the request
of Ralph S. Heiner Gwen R. Heiner
at 7:00 PM on the 29th day of
June 1990 in my office and duly
recorded in the Office of the Recorder
at Bozeman, Montana

Ralph S. Heiner
Ralph S. Heiner

Ruth Avey

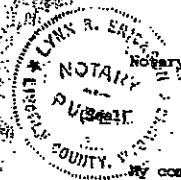
138560

Gwen R. Heiner
Gwen R. Heiner

STATE OF WYOMING :
COUNTY OF LINCOLN : ss.

On this 15th day of March, in the year 1990, before me,
Lynn R. Erickson a Notary Public, personally appeared Ralph S. Heiner and
Gwen R. Heiner, known to me to be the persons whose names are subscribed to the
within instrument, and acknowledged that they executed the same.

Lynn R. Erickson
NOTARY PUBLIC



Notary Public, residing at Alton, Wyoming.

My commission expires: May 25, 1993.

INSTRUMENT NO.	178788
DATE	3-15-90
INST. CODE	352
FICHE NO.	6124
FEE	6.00
STATE OF IDAHO	
COUNTY OF BONNEVILLE ss	
I hereby certify that the within instrument was recorded.	
Recorded Longman	
County Recorder	
By	[Signature]
Recorder	[Signature]

RECEIVED 12/26/2007 at 11:51 AM
RECEIVING # 935817

ADDRESS OF GRANTEES :
LaDell R. and Barbara N. Heiner
718 Stateline Rd.
Freedom, Wyoming 83120

BOOK: 682 PAGE: 113
JEANNE WAGNER
LINCOLN COUNTY CLERK, KEMMERER, WY

WARRANTY DEED **000113**

The Ralph S. Heiner Trust dated December 3, 2007 with Ralph S. Heiner, Gwen R. Heiner, and Dick R. Heiner, and the survivor(s), as Trustees, as to an undivided one-half interest, and the Gwen R. Heiner Trust dated December 3, 2007 with Gwen R. Heiner, Ralph S. Heiner and Dick R. Heiner, and the survivor(s), as Trustees, as to an undivided one-half interest Grantors, of Bedford, Lincoln County, Wyoming

hereby Warrant and Convey to

LaDell R. Heiner and Barbara N. Heiner, husband and wife, Grantees,

for the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration the following described property in Bonneville County, Idaho, to-wit:

The property is more particularly described on attached EXHIBIT A.

WITNESS, the hand of said Grantors, this 24 day of December, 2007.

Instrument # 1286632
IDAHO FALLS, BONNEVILLE, IDAHO
2007-12-31 03:34:07 No. of Pages: 3
Recorded for : RALPH S HEINER
RONALD LONGMORE
Ex-Officio Recorder Deputy RA Fee: 9.00
Index to: DEED, WARRANTY

Ralph S Heiner
Ralph S. Heiner, Trustee of the
Ralph S. Heiner Trust

Gwen R. Heiner
Gwen R. Heiner, Trustee of the
Ralph S. Heiner Trust

Dick R. Heiner
Dick R. Heiner, Trustee of the
Ralph S. Heiner Trust

Gwen R. Heiner
Gwen R. Heiner, Trustee of the
Gwen R. Heiner Trust

Ralph S Heiner
Ralph S. Heiner, Trustee of the
Gwen R. Heiner Trust

Dick R. Heiner

Dick R. Heiner, Trustee of the
Gwen R. Heiner Trust

000114

STATE OF WYOMING)
 : ss.
COUNTY OF LINCOLN)

On the 24 day of December, 2007 personally appeared before me Ralph S. Heiner, Gwen R. Heiner and Dick R. Heiner who duly acknowledged to me that they executed the above deed as Trustees of the Ralph S. Heiner Trust and as Trustees of the Gwen R. Heiner Trust..

Claudia Anderson
Notary Public

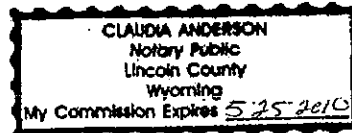


EXHIBIT A
LaDell R. Heiner and Barbara N. Heiner, Grantees

000115

An undivided ten percent (10%) interest in the following described property:

Lots 3 and 4 and the $E\frac{1}{2}SW\frac{1}{4}$ of Section 34, T. 4 South, Range 46 E. B. M.; and

Lot 3 and $SW\frac{1}{4}NW\frac{1}{4}$ of Section 3; Lots 1 and 2 of Section 4, all in T. 5 South, Range 46 E. B. M.; also

Beginning at a point 80 rods West of the Center of Section 3, T. 5 S., R. 46 E. B. M.; thence West $27\frac{1}{2}$ rods, thence Southwest 43 rods, thence East 55 rods, thence North 32 rods to the place of beginning, containing 8.40 acres, more or less, excepting and reserving one-half of all minerals and mineral rights to grantors.

RECEIVED 12/26/2007 at 11:51 AM

RECEIVING # 935819

BOOK: 682 PAGE: 119

JEANNE WAGNER

LINCOLN COUNTY CLERK, KEMMERER, WY

ADDRESS OF GRANTEES :

Hal R. and Jann E. Heiner

Freedom Post Office

Freedom, Wyoming 83120

WARRANTY DEED

000119

The Ralph S. Heiner Trust dated December 3, 2007 with Ralph S. Heiner, Gwen R. Heiner, and Dick R. Heiner, and the survivor(s), as Trustees, as to an undivided one-half interest, and

the Gwen R. Heiner Trust dated December 3, 2007 with Gwen R. Heiner, Ralph S. Heiner and Dick R. Heiner, and the survivor(s), as Trustees, as to an undivided one-half interest Grantors, of Bedford, Lincoln County, Wyoming

hereby Warrant and Convey to.

Hal R. Heiner and Jann E. Heiner, husband and wife,

Grantees,

for the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration the following described property in Bonneville County, Idaho, to-wit:

The property is more particularly described on attached EXHIBIT A.

WITNESS, the hand of said Grantors, this 24 day of December, 2007.

Instrument # 1286633

IDAHO FALLS, BONNEVILLE, IDAHO

2007-12-31

03:37:04 No. of Pages: 3

Recorded for : RALPH S HEINER

RONALD LONGMORE

Ex-Officio Recorder Deputy

Fee: 9.00

Index to: DEED, WARRANTY

Ralph S Heiner

Ralph S. Heiner, Trustee of the
Ralph S. Heiner Trust

Gwen R. Heiner

Gwen R. Heiner, Trustee of the
Ralph S. Heiner Trust

Dick R. Heiner

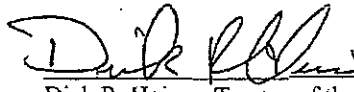
Dick R. Heiner, Trustee of the
Ralph S. Heiner Trust

Gwen R. Heiner

Gwen R. Heiner, Trustee of the
Gwen R. Heiner Trust

Ralph S Heiner

Ralph S. Heiner, Trustee of the
Gwen R. Heiner Trust

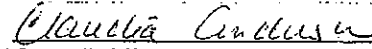


Dick R. Heiner, Trustee of the
Gwen R. Heiner Trust

000120

STATE OF WYOMING)
 : ss.
COUNTY OF LINCOLN)

On the 24 day of December, 2007 personally appeared before me Ralph S. Heiner, Gwen R. Heiner and Dick R. Heiner who duly acknowledged to me that they executed the above deed as Trustees of the Ralph S. Heiner Trust and as Trustees of the Gwen R. Heiner Trust..


Notary Public

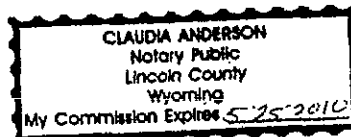


EXHIBIT A

Hal R. Heiner and Jann E. Heiner, Grantees

000121

An undivided ten percent (10%) interest in the following described property:

Lots 3 and 4 and the $E\frac{1}{2}SW\frac{1}{4}$ of Section 34, T. 4 South, Range 46 E. B. M.; and

Lot 3 and $SW\frac{1}{4}NW\frac{1}{4}$ of Section 3; Lots 1 and 2 of Section 4, all in T. 5 South, Range 46 E. B. M.; also

Beginning at a point 80 rods West of the Center of Section 3, T. 5 S., R. 46 E. B. M.; thence West $27\frac{1}{2}$ rods, thence Southwest 43 rods, thence East 55 rods, thence North 32 rods to the place of beginning, containing 8.40 acres, more or less, excepting and reserving one-half of all minerals and mineral rights to grantors.

ADDRESS OF GRANTEES :
LaDell R. and Barbara N. Heiner
718 Stateline Rd.
Freedom, Wyoming 83120

Instrument # 1289649

IDAHO FALLS, BONNEVILLE, IDAHO
2-5-2008 01:45:04 No. of Pages: 4
Recorded for: RALPH HEINER
RONALD LONGMORE
Ex-Officio Recorder Deputy *SL*
Index to: DEED, WARRANTY

Fee: 12.00

WARRANTY DEED

The Ralph S. Heiner Trust dated December 3, 2007 with Ralph S. Heiner, Gwen R. Heiner, and Dick R. Heiner, and the survivor(s), as Trustees, as to an undivided one-half interest, and

the Gwen R. Heiner Trust dated December 3, 2007 with Gwen R. Heiner, Ralph S. Heiner and Dick R. Heiner, and the survivor(s), as Trustees, as to an undivided one-half interest

Grantors,
of Bedford, Lincoln County, Wyoming

hereby Warrant and Convey to

LaDell R. Heiner and Barbara N. Heiner, husband and wife, Grantees,

for the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration the following described property in Bonneville County, Idaho, to-wit:

The property is more particularly described on attached EXHIBIT A.

WITNESS, the hand of said Grantors, this 14 day of January, 2008.

Ralph S. Heiner
Ralph S. Heiner, Trustee of the
Ralph S. Heiner Trust

Gwen R. Heiner
Gwen R. Heiner, Trustee of the
Ralph S. Heiner Trust

Dick R. Heiner
Dick R. Heiner, Trustee of the
Ralph S. Heiner Trust

Gwen R. Heiner
Gwen R. Heiner, Trustee of the
Gwen R. Heiner Trust

Ralph S. Heiner
Ralph S. Heiner, Trustee of the
Gwen R. Heiner Trust

Dick R. Heiner

Dick R. Heiner, Trustee of the
Gwen R. Heiner Trust

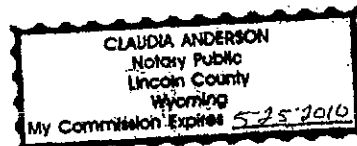
STATE OF WYOMING)

: ss.

COUNTY OF LINCOLN)

On the 14 day of January, 2008 personally appeared before me Ralph S. Heiner, Gwen R. Heiner and ~~Dick R. Heiner~~ who duly acknowledged to me that they executed the above deed as Trustees of the Ralph S. Heiner Trust and as Trustees of the Gwen R. Heiner Trust..

Claudia Anderson
Notary Public



INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Wyoming } ss.
County of Lincoln

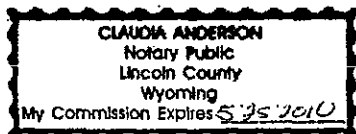
On this the 24 day of December, 2007, before
me, Claudia Anderson, the undersigned Notary
Name of Notary Public
Public, personally appeared Dick R. Heiner,
Name(s) of Signer(s)

☒ personally known to me - OR -

☐ proved to me on the basis of satisfactory
evidence

to be the person(s) whose name(s) is/are
subscribed to the within instrument, and
acknowledged to me that he/she/they
executed the same for the purposes therein
stated.

WITNESS my hand and official seal.



Claudia Anderson
Signature of Notary Public
Residing in Grover, WY
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to
persons relying on the document and could prevent fraudulent removal and reattachment
of this form to another document.

Description of Attached Document

Title or Type of Document: Warranty Deed

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: Ralph S. Heiner & Gwen R. Heiner

Right Thumbprint
of Signer
Top of thumb here

EXHIBIT A

LaDell R. Heiner and Barbara N. Heiner, Grantees

An undivided ten percent (10%) interest in the following described property:

Lots 3 and 4 and the $E\frac{1}{2}SW\frac{1}{4}$ of Section 34, T. 4 South, Range 46 E. B. M.; and

Lot 3 and $SW\frac{1}{4}NW\frac{1}{4}$ of Section 3; Lots 1 and 2 of Section 4, all in T. 5 South, Range 46 E. B. M.; also

Beginning at a point 80 rods West of the Center of Section 3, T. 5 S., R. 46 E. B. M., thence West $27\frac{1}{2}$ rods, thence Southwest 43 rods, thence East 55 rods, thence North 32 rods to the place of beginning, containing 8.40 acres, more or less, excepting and reserving one-half of all minerals and mineral rights to grantors.

ADDRESS OF GRANTEES :

Hal R and Jann E. Heiner
Freedom Post Office
Freedom, Wyoming 83120

Instrument # 1289650

IDAHO FALLS, BONNEVILLE, IDAHO

2-5-2008 01:45:04 No. of Pages: 4

Recorded for : RALPH HEINER

RONALD LONGMORE

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

Fee: 12.00

WARRANTY DEED

The Ralph S. Heiner Trust dated December 3, 2007 with Ralph S. Heiner, Gwen R. Heiner, and Dick R. Heiner, and the survivor(s), as Trustees, as to an undivided one-half interest, and

the Gwen R.. Heiner Trust dated December 3, 2007 with Gwen R. Heiner, Ralph S. Heiner and Dick R. Heiner, and the survivor(s), as Trustees, as to an undivided one-half interest Grantors,

of Bedford, Lincoln County, Wyoming

hereby Warrant and Convey to

Hal R. Heiner and Jann E. Heiner, husband and wife,

Grantees,

for the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration the following described property in Bonneville County, Idaho, to-wit:

The property is more particularly described on attached EXHIBIT A.

WITNESS, the hand of said Grantors, this 14 day of January, 2008.

Ralph S. Heiner

Ralph S. Heiner, Trustee of the
Ralph S. Heiner Trust

Gwen R. Heiner

Gwen R. Heiner, Trustee of the
Ralph S. Heiner Trust

Dick R. Heiner

Dick R. Heiner, Trustee of the
Ralph S. Heiner Trust

Gwen R. Heiner

Gwen R. Heiner, Trustee of the
Gwen R. Heiner Trust

Ralph S. Heiner

Ralph S. Heiner, Trustee of the
Gwen R. Heiner Trust

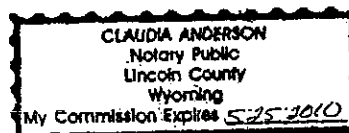
Dick R. Heiner

Dick R. Heiner, Trustee of the
Gwen R. Heiner Trust

STATE OF WYOMING)
 : ss.
COUNTY OF LINCOLN)

On the 14 day of January, 2008 personally appeared before me Ralph S. Heiner, Gwen R. Heiner and ~~Dick R. Heiner~~ who duly acknowledged to me that they executed the above deed as Trustees of the Ralph S. Heiner Trust and as Trustees of the Gwen R. Heiner Trust..

Claudia Anderson
Notary Public



INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Wyoming } ss.
County of Lincoln

On this the 14 day of December, 2007, before
me, Claudia Anderson, the undersigned Notary
Name of Notary Public

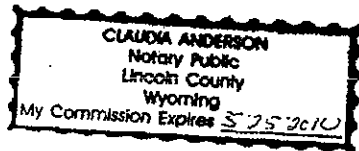
Public, personally appeared Dick R Heiner
Name(s) of Signer(s)

☒ personally known to me - OR -

☐ proved to me on the basis of satisfactory
evidence

to be the person(s) whose name(s) is/are
subscribed to the within instrument, and
acknowledged to me that he/she/they
executed the same for the purposes therein
stated.

WITNESS my hand and official seal.



Claudia Anderson
Signature of Notary Public
Residing at Gower, WY
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to
persons relying on the document and could prevent fraudulent removal and reattachment
of this form to another document.

Description of Attached Document

Title or Type of Document: Warranty Deed

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: Ralph Steiner and Gwyn R Heiner

Right Thumbprint
of Signer

Top of thumb here

EXHIBIT A

Hal R. Heiner and Jann E. Heiner, Grantees

An undivided ten percent (10%) interest in the following described property:

Lots 3 and 4 and the $E\frac{1}{2}SW\frac{1}{4}$ of Section 34, T. 4 South, Range 46 E. B. M.; and

Lot 3 and $SW\frac{1}{4}NW\frac{1}{4}$ of Section 3; Lots 1 and 2 of Section 4, all in T. 5 South, Range 46 E. B. M.; also

Beginning at a point 80 rods West of the Center of Section 3, T. 5 S., R. 46 E. B. M.; thence West $27\frac{1}{2}$ rods, thence Southwest 43 rods, thence East 55 rods, thence North 32 rods to the place of beginning, containing 8.40 acres, more or less, excepting and reserving one-half of all minerals and mineral rights to grantors.

ADDRESS OF GRANTEES :
Hal R. and Jann E. Heiner
Freedom Post Office
Freedom, Wyoming 83120

Instrument # 1352854
IDAHO FALLS, BONNEVILLE, IDAHO
12-29-2009 01:17:06 No. of Pages: 2
Recorded for : DICK HEINER
RONALD LONGMORE Fee: 6.00
Ex-Officio Recorder Deputy
Index to: DEED, QUIT-CLAIM

QUIT CLAIM DEED

The Ralph S. Heiner Trust dated December 3, 2007 with Ralph S. Heiner, Gwen R. Heiner, and Dick R. Heiner, and the survivor(s), as Trustees, as to an undivided one-half interest, and the Gwen R.. Heiner Trust dated December 3, 2007 with Gwen R. Heiner, Ralph S. Heiner and Dick R. Heiner, and the survivor(s), as Trustees, as to an undivided one-half interest Grantors, of Bedford, Lincoln County, Wyoming

hereby Quit Claims to

Hal R. Heiner and Jann E. Heiner, husband and wife,

Grantees,

for the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration the following described property in Bonneville County, Idaho, to-wit:

An undivided ¹⁵ percent interest in:

The SE 1/4 of the SW 1/4 and G.L.O. Lot 4 of Section 34, T4S, R46E, Boise Meridian.

TOGETHER WITH AND SUBJECT TO: All Easements, Exceptions, Restrictions, Reservations, Rights-of-Way, Improvements, including but not limited to those conditions of sight and of record.

WITNESS, the hand of said Grantors, this ^{Dec} 16 day of ~~March~~, 2009.

Ralph S. Heiner
Ralph S. Heiner, Trustee of the
Ralph S. Heiner Trust

Gwen R. Heiner
Gwen R. Heiner, Trustee of the
Ralph S. Heiner Trust

Dick R. Heiner
Dick R. Heiner, Trustee of the
Ralph S. Heiner Trust

ADDRESS OF GRANTEES :
LaDell R. and Barbara N. Heiner
718 Stateline Rd.
Freedom, Wyoming 83120

Instrument # 1352855
IDAHO FALLS, BONNEVILLE, IDAHO
12-29-2009 01:19:40 No. of Pages: 2
Recorded for : DICK HEINER
RONALD LONGMORE Fee: 6.00
Ex-Officio Recorder Deputy
Index to: DEED, QUIT-CLAIM

QUIT CLAIM DEED

The Ralph S. Heiner Trust dated December 3, 2007 with Ralph S. Heiner, Gwen R. Heiner, and Dick R. Heiner, and the survivor(s), as Trustees, as to an undivided one-half interest, and

the Gwen R.. Heiner Trust dated December 3, 2007 with Gwen R. Heiner, Ralph S. Heiner and Dick R. Heiner, and the survivor(s), as Trustees, as to an undivided one-half interest
Grantors,
of Bedford, Lincoln County, Wyoming

hereby Quit Claims to

LaDell R. Heiner and Barbara N. Heiner, husband and wife, Grantees,

for the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration the following described property in Bonneville County, Idaho, to-wit:

An undivided ¹⁵ percent interest in:

The NE 1/4 of the SW 1/4 and G.L.O. Lot 3 of Section 34, T4S, R46E, Boise Meridian.

TOGETHER WITH AND SUBJECT TO: All Easements, Exceptions, Restrictions, Reservations, Rights-of-Way, Improvements, including but not limited to those conditions of sight and of record.

WITNESS, the hand of said Grantors, this 16 day of March, 2009.

Ralph S. Heiner
Ralph S. Heiner, Trustee of the
Ralph S. Heiner Trust

Gwen R. Heiner
Gwen R. Heiner, Trustee of the
Ralph S. Heiner Trust

Dick R. Heiner
Dick R. Heiner, Trustee of the
Ralph S. Heiner Trust

Gwen R. Heiner

Gwen R. Heiner, Trustee of the
Gwen R. Heiner Trust

Ralph S. Heiner

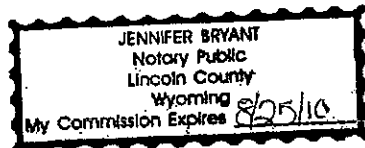
Ralph S. Heiner, Trustee of the
Gwen R. Heiner Trust

Dick R. Heiner

Dick R. Heiner, Trustee of the
Gwen R. Heiner Trust

STATE OF WYOMING)
 : ss.
COUNTY OF LINCOLN)

On the 16 day of ^{Dec}~~March~~, 2009 personally appeared before me Ralph S. Heiner, Gwen R. Heiner and Dick R. Heiner who duly acknowledged to me that they executed the above deed as Trustees of the Ralph S. Heiner Trust and as Trustees of the Gwen R. Heiner Trust..



Jennifer Bryant
Notary Public

Gwen R. Heiner
Gwen R. Heiner, Trustee of the
Gwen R. Heiner Trust

Ralph S. Heiner
Ralph S. Heiner, Trustee of the
Gwen R. Heiner Trust

Dick R. Heiner
Dick R. Heiner, Trustee of the
Gwen R. Heiner Trust

STATE OF WYOMING)
 : ss.
COUNTY OF LINCOLN)

On the 16 day of March, 2009 personally appeared before me Ralph S. Heiner, Gwen R. Heiner and Dick R. Heiner who duly acknowledged to me that they executed the above deed as Trustees of the Ralph S. Heiner Trust and as Trustees of the Gwen R. Heiner Trust..



Jennifer Bryant
Notary Public

4 sheets
after cover
for
Tonie

→ Dick R. Heiner →

**2007 RESTATED REVOCABLE TRUST AGREEMENT
OF
Ralph S. Heiner**

I, **Ralph S. Heiner**, hereby make and enter into this 2007 Restated Revocable Trust Agreement with **Ralph S. Heiner, Gwen R. Heiner and Dick R. Heiner**, and the survivor(s) as "Trustees."

I hereby restate in its entirety the Amendment and Restatement of the Ralph S. Heiner Revocable Trust dated February 12, 1990. This 2007 Restated Revocable Trust Agreement supercedes and replaces in its entirety the Ralph S. Heiner Revocable Trust dated February 12, 1990.

ARTICLE ONE

Trust Name and Beneficiaries

1.1 **Trust Name.** The Trust created by this 2007 Restated Revocable Trust Agreement shall be known as the **Ralph S. Heiner Trust**.

1.2 **Beneficiaries.** I am the primary beneficiary of this Trust. Other beneficiaries are my wife, Gwen R. Heiner, and our four living sons:

LaDell Robinson Heiner

Hal Robinson Heiner

Jim Robinson Heiner

Dick Robinson Heiner

ARTICLE TWO

Trustees

2.1 **Trustees.** I hereby nominate and appoint **Ralph S. Heiner, Gwen R. Heiner and**

specifically allocated to one of the four named trusts as provided in this Section 8.3.

The Trustees shall distribute and hold in the **Jim Robinson Heiner Trust** the real property particularly identified on a map attached as Schedule D and that may be later described on Schedule E which may be attached to this Trust after a survey has been made and a legal description acquired. The attached map is to be followed if the legal description is not acquired or if it is not attached. In addition, The Jim Robinson Heiner Trust shall have allocated to it one-fourth of all the rest, residue and remainder of the property in the Family Trust not specifically allocated to one of the four named trusts as provided in this Section 8.3.

The Trustees shall distribute and hold in the **Dick Robinson Heiner Trust** the real property particularly identified on a map attached as Schedule D and that may be later described on Schedule E which may be attached to this Trust after a survey has been made and a legal description acquired. The attached map is to be followed if the legal description is not acquired or if it is not attached. In addition, The Dick Robinson Heiner Trust shall have allocated to it one-fourth of all the rest, residue and remainder of the property in the Family Trust not specifically allocated to one of the four named trusts as provided in this Section 8.3.

My wife and I, or our separate Trusts, each own an undivided one-half of the real property described above which will be allocated to the four Trusts.

While we, or either of us, are alive we may make gifts to our four children of portions of the real property identified above that will be allocated to the separate trusts.

Each person for whom a trust is named shall be the primary beneficiary of such trust and shall hereinafter be sometimes referred to as "Primary Beneficiary". The portion or part thereof, hereafter called "Trust Share", which is allocated to each individual beneficiary shall constitute

**2007 RESTATED REVOCABLE TRUST AGREEMENT
OF
Gwen R. Heiner**

I, **Gwen R. Heiner**, hereby make and enter into this 2007 Restated Revocable Trust Agreement with **Gwen R. Heiner, Ralph S. Heiner and Dick R. Heiner**, and the survivor(s) as "Trustees."

I hereby restate in its entirety the Amendment and Restatement of the Ralph S. Heiner Revocable Trust dated February 12, 1990, of which I am a Grantor and Trustee. This 2007 Restated Revocable Trust Agreement supercedes and replaces in its entirety the Ralph S. Heiner Revocable Trust dated February 12, 1990.

ARTICLE ONE

Trust Name and Beneficiaries

1.1 **Trust Name.** The Trust created by this 2007 Restated Revocable Trust Agreement shall be known as the **Gwen R. Heiner Trust**.

1.2 **Beneficiaries.** I am the primary beneficiary of this Trust. Other beneficiaries are my husband, Ralph S. Heiner, and our four living sons:

LaDell Robinson Heiner

Hal Robinson Heiner

Jim Robinson Heiner

Dick Robinson Heiner

ARTICLE TWO

Trustees

2.1 **Trustees.** I hereby nominate and appoint **Gwen R. Heiner, Ralph S. Heiner and Dick R. Heiner**, and the survivor(s), as Trustees of the Trusts created herein.

one-fourth of all the rest, residue and remainder of the property in the Family Trust not specifically allocated to one of the four named trusts as provided in this Section 8.3.

The Trustees shall distribute and hold in the **Jim Robinson Heiner Trust** the real property particularly identified on a map attached as Schedule D and that may be later described on Schedule E which may be attached to this Trust after a survey has been made and a legal description acquired. The attached map is to be followed if the legal description is not acquired or if it is not attached. In addition, The Jim Robinson Heiner Trust shall have allocated to it one-fourth of all the rest, residue and remainder of the property in the Family Trust not specifically allocated to one of the four named trusts as provided in this Section 8.3.

The Trustees shall distribute and hold in the **Dick Robinson Heiner Trust** the real property particularly identified on a map attached as Schedule D and that may be later described on Schedule E which may be attached to this Trust after a survey has been made and a legal description acquired. The attached map is to be followed if the legal description is not acquired or if it is not attached. In addition, The Dick Robinson Heiner Trust shall have allocated to it one-fourth of all the rest, residue and remainder of the property in the Family Trust not specifically allocated to one of the four named trusts as provided in this Section 8.3.

My husband and I, or our separate Trusts, each own an undivided one-half of the real property described above which will be allocated to the four Trusts.

While we, or either of us, are alive we may make gifts to our four children of portions of the real property identified above that will be allocated to the separate trusts.

Each person for whom a trust is named shall be the primary beneficiary of such trust and shall hereinafter be sometimes referred to as "Primary Beneficiary". The portion or part thereof,

Gwen Heiner
Trust

~~10~~ sheets 28

after cover

for

Tonie

- Dick R. Heiner -

**2007 RESTATED REVOCABLE TRUST AGREEMENT
OF
Gwen R. Heiner**

I, **Gwen R. Heiner**, hereby make and enter into this 2007 Restated Revocable Trust Agreement with **Gwen R. Heiner, Ralph S. Heiner and Dick R. Heiner**, and the survivor(s) as "Trustees."

I hereby restate in its entirety the Amendment and Restatement of the Ralph S. Heiner Revocable Trust dated February 12, 1990, of which I am a Grantor and Trustee. This 2007 Restated Revocable Trust Agreement supercedes and replaces in its entirety the Ralph S. Heiner Revocable Trust dated February 12, 1990.

ARTICLE ONE

Trust Name and Beneficiaries

1.1 **Trust Name.** The Trust created by this 2007 Restated Revocable Trust Agreement shall be known as the **Gwen R. Heiner Trust**.

1.2 **Beneficiaries.** I am the primary beneficiary of this Trust. Other beneficiaries are my husband, Ralph S. Heiner, and our four living sons:

LaDell Robinson Heiner

Hal Robinson Heiner

Jim Robinson Heiner

Dick Robinson Heiner

ARTICLE TWO

Trustees

2.1 **Trustees.** I hereby nominate and appoint **Gwen R. Heiner, Ralph S. Heiner and Dick R. Heiner**, and the survivor(s), as Trustees of the Trusts created herein.

As long as I am a Trustee, I may act solely and separately on behalf of the Trust and Trustees and my actions shall be binding on the Trust and Trustees.

2.2 Successor Trustees. In the event of the resignation, removal, incompetence, inability or refusal to act and, in any event, upon the death or disqualification of any two of the Trustees appointed above, I nominate and appoint **LaDell R. Heiner, Hal R. Heiner, and Jim R. Heiner**, and the survivor(s), as Successor Trustees of this Trust to act with the other Trustee, if any.

In the event of the resignation, incompetence, removal, inability or refusal to act and, in any event, upon the death or disqualification of an additional Trustee or additional Trustees, appointed hereunder, the surviving Trustees shall continue to act as Trustees.

2.3 Resignation and Removal. Any Trustee may resign at any time. Any resignation shall be by written notice thereof to all of the Trustees then in office, and specifying the effective date thereof. The notice shall be given to all of the Trustees then in office or, if there are no Trustees other than the one resigning or removed, then to all of the adult beneficiaries, and to the parent, guardian or other person having the right of legal custody of each minor beneficiary, who is then eligible to receive current Trust income.

2.4 Appointment. If all the Trustees resign, are removed, or are unable or refuse to act, a corporation, may be appointed as Successor Trustee by delivery to such Successor of written notice of appointment signed by a majority of the prior named Trustees, if alive and able to do so. If no Successor Trustee is appointed within sixty (60) days of the event authorizing appointment hereunder, then any beneficiary may petition any court ex parte to appoint a Successor corporate Trustee. Such court shall not acquire jurisdiction over this Trust as a consequence of such petition or appointment.

ARTICLE THREE

Trust Property

3.1 Assign Property. I may assign, transfer and convey to the Trustees all of my right, title and interest in and to all property which I own.

3.2 Insurance Benefits. I hereby name the Trustees as beneficiaries of the insurance policies described in the attached Schedule "B". These beneficiary designations shall be deemed to be effective immediately upon my execution of this Agreement, even though further actions may be necessary to effect the changes on the records of the policy issuers.

3.3 Trust Property. All my property conveyed to or held by the Trustees, whether or not identified on the attached Schedules "A" and "B", shall constitute the Trust Property and shall be held, managed and distributed as provided herein.

ARTICLE FOUR

Reserved Powers

4.1 Additional Trust Property. I reserve the power for myself or any other person to increase the Trust Property at any time by delivering to the Trustees any additional property, by deed, assignment bequest or otherwise, or by naming the Trustees as beneficiaries of any additional life insurance policies or employee benefit plans. Such additional property, policy benefits or plan benefits shall become Trust Property subject to this Trust whether or not accepted by the Trustees.

4.2 Withdrawal and Revocation. I reserve to myself the following powers:

(a) The right to withdraw property from this Trust in any amount and at any time. Written notice of any such withdrawal may, but need not, be given in writing to any

one or more of the Trustees within a reasonable time thereafter.

(b) The right to amend, modify or revoke in writing all or any part of this Trust Agreement. Upon revocation of this Trust, the entire Trust Property shall be distributed outright to me or as I may otherwise direct.

4.3 **Direction of Trustees.** So long as I am alive and competent, whether or not I am a Trustee, my decision shall prevail and be binding upon all of the Trustees as to all matters concerning the Trust Property, without any liability on the part of the Trustees for my decision.

4.4 **Exercise of Powers.** The powers reserved herein shall not be exercised to increase substantially the duties or liability of the Trustees without their written agreement. Unless otherwise specifically provided herein, the powers I have reserved shall be exercisable by instruments in writing signed by me and delivered to the Trustees.

4.5 **Irrevocable at Death.** This Trust shall become irrevocable upon my death.

ARTICLE FIVE

Disposition of Property During My Life

5.1 **Income and Principal.** During my life the Trustees shall pay or apply all of the net income and principal of the Trust Property as I may direct from time to time; provided that all net income shall be paid to me at least quarterly unless I direct otherwise.

5.2 **Incapacity.** If at any time I should become incompetent, incapacitated, unavailable to give prompt attention to my financial affairs, or for any reason be unable to act reasonably in my own behalf, the Trustees shall pay or apply all or any part of the net income and principal of the Trust Property as is necessary or advisable for the following purposes: (1) the health, support and maintenance, education (including any college and professional education)

and medical, dental, hospital and nursing expenses and expenses of invalidism of myself and my husband; (2) the payment of premiums on any insurance policies owned by me, whether or not subject to this Agreement; and (3) the discharging any of my obligations which the Trustees believe to be valid. Any income not so used shall be accumulated and added to principal in such amounts and at such times as the Trustees may determine from time to time. My incompetence may be, but shall not be required to be, established by the written opinion of one independent, licensed medical doctor.

ARTICLE SIX

Disposition of Property At My Death

6.1 Division of Trust Property. Upon my death, the Trustees shall divide, allocate, hold and distribute the Trust Property as follows:

(a) List of Personal Effects. In the event that there is a written statement or list in existence at the time of my death (whether or not it exists at the time of execution of this Agreement), in my handwriting or signed by me, disposing of all or part of the tangible personal property (such as household furnishings, jewelry, paintings, books and tools, but not including money, evidences of indebtedness, documents of title or securities and property used in my trade or business) which is subject to the terms of this Trust and which is not otherwise specifically disposed of hereunder, or elsewhere, then the Trustees shall distribute each such item of personal property to the person designated in the list as the beneficiary of that item. Such distributions shall be made as soon after my death as is reasonably practicable, unless otherwise required by such statement or list. The Trustees may consider such distributions in determining the nature and extent of any discretionary

distributions authorized by this Agreement; but no such distribution shall reduce or be considered an advancement of any mandatory distribution required by this Agreement, except as specifically required by the list referred to herein.

All tangible personal property not disposed of by my written statement or list shall be distributed to my husband Ralph S. Heiner as his sole and separate property, if he is then living.

In the event that my husband is not then living, for all tangible personal property and household furnishing not included in a written statement my Trustees shall distribute the personal property, or shall sell the personal property, as they deem appropriate in their sole discretion.

(b) **Allocation to Marital Trust for Husband.** If my husband, **Ralph S. Heiner**, survives me, the Trustees shall divide and allocate all of the remaining Trust Property into two separate trusts known as the **Marital Trust** and the **Family Trust**.

Except as provided in the following sentence, the **Marital Trust** shall consist of property equal in value to the Trust Property remaining after any specific bequests described above. However, if a reduction in the amount allocated to the Marital Trust would not result in any Federal Estate tax or increase in the Federal Estate Tax on my estate (after taking into account all allowable credits), then the amount so allocated to the Marital Trust shall be reduced by the largest amount which will result in no Federal Estate tax or increase in Federal Estate Tax. The amount allocated to the Marital Trust shall be deemed to be a fixed dollar amount. The calculation of the pecuniary amount allocated to the Marital Trust shall take into account all insurance proceeds, joint tenancy

property and other properties which pass or shall have passed to or for the benefit of my husband under this Agreement or otherwise, and which qualify for the unlimited Federal Estate Tax marital deduction, including any property received by the Trustees from any source at any time which is specifically designated by the transferor as property of the Marital Trust. The Marital Trust shall be managed and disposed of under Article Seven.

(c) **Allocation to Family Trust.** If my husband, Ralph S. Heiner, survives me, the Family Trust shall consist of all Trust Property not the subject of any specific bequest and not allocated to the Marital Trust.

If my husband does not survive me, then the Trustees shall allocate to the Family Trust all of the Trust Property remaining after my specific bequests described above. The Family Trust shall be managed and disposed of under Article Eight.

6.2 **Selection of Property.** The determination of the value of Trust Property allocated to the Marital Trust and Family Trust shall be as finally determined for Federal Estate Tax purposes. The Trustees shall have the sole discretion to select the properties for allocation, transfer and distribution to the Marital Trust, either wholly or partly in cash or in kind; provided that the properties shall be selected in such a manner that the fair market value of the properties of each Trust at the time of allocation shall be fairly representative of that Trust's proportionate share of the appreciation or depreciation of all the property available for the allocation to the Marital Trust occurring after my death. The Marital Trust shall not be reduced by reason of any inheritance, estate or transfer taxes, or any debts or expenses of my last illness, funeral, burial, or the administration of my estate; and no property shall be allocated to the Marital Trust for which the unlimited Federal Estate Tax marital deduction would not be allowed if it were so allocated.

The decision of the Trustees as to which assets shall be allocated to the Marital Trust shall be binding and conclusive on all persons.

6.3 **Renunciation.** In addition to any right of renunciation conferred by law, I hereby authorize any person at any time within nine (9) months after the date of my death to disclaim or renounce all or any part of any interest, benefit, right or power granted to such person by this Trust. Any such disclaimer or renunciation shall be by written notice signed by such person or his legal representative and personally delivered or mailed by registered or certified mail to one or more of the Trustees.

ARTICLE SEVEN

Disposition of Marital Trust

7.1 **Marital Trust.** After dividing the Trust Property as provided above, the Trustees shall hold, manage, distribute and transfer the property of the Marital Trust as follows:

(a) **Income and Principal.** During the life of my husband, **Ralph S. Heiner**, the Trustees shall pay to or for the benefit of my husband all of the net income of the Marital Trust at least quarterly, and as much of the principal of the Marital Trust as the Trustees determine advisable for the support, comfort and well-being of my husband, including maintaining the standard of living which he enjoyed during my life.

(b) **General Power of Appointment.** My husband, **Ralph S. Heiner**, shall also have the power, exercisable alone at any time and in all events, to direct the Trustees to pay out all or any part of the principal or income or both of the Marital Trust to himself, or to anyone else, in such amounts and on such terms, trusts and conditions as he may direct. Such power shall be exercisable by deed, will or other written document

delivered to one or more of the Trustees, and must contain the phrase: "power of appointment over the Marital Trust of the "Gwen R. Heiner Trust." Any testamentary exercise of this power shall be by Last Will and Testament duly admitted to probate. This power is intended to be a general power of appointment, and shall apply to all assets of the Marital Trust whether or not acquired by the Trustees prior to the death of my husband.

(c) **Termination.** Upon the death of my husband, Ralph S. Heiner, and in the absence of exercise of the General Power of Appointment by my husband as to all or any part of the income or principal of the Marital Trust, the Trustees shall add such income and principal to the principal of the Family Trust, and hold, manage and distribute it as provided in ARTICLE EIGHT hereof.

(d) **Marital Deduction.** No unproductive property, other than a residence for the personal use of my husband, Ralph S. Heiner, shall be held in the Marital Trust for more than a reasonable period of time without his written consent. No discretionary power of the Trustees shall be exercised in a manner inconsistent with the qualification of the Marital Trust for the Federal Estate Tax marital deduction.

ARTICLE EIGHT

Disposition of Family Trust

8.1 **Debts and Taxes.** Upon my death the Trustees may, in their discretion and from the property of the Family Trust, pay (or reimburse any person for payment of) any or all of the debts and expenses of my last illness, funeral, burial and of the administration of my estate, together with any or all estate, inheritance or transfer taxes, including any penalties and interest

thereon, which are due by reason of my death. Written statements by the personal representative(s) of my estate of the sums that must be paid shall be sufficient evidence of their amounts, and the Trustees shall be under no duty to see to the application of any such payments.

8.2 **Family Trust for Husband for Life.** After my death and during the life of my husband, **Ralph S. Heiner**, the Trustees shall hold, manage, distribute and transfer the remaining property of the Family Trust as follows:

(a) **Income.** The Trustees shall pay to or for my husband, **Ralph S. Heiner**, all of the net income of the Family Trust at least quarterly unless directed otherwise by my husband. Any income not distributed shall be accumulated and added to principal.

(b) **Principal.** The Trustees may pay to or for my husband, **Ralph S. Heiner**, at any time any portion of principal as the Trustees deem necessary or advisable for the health, education, support and maintenance of my husband including any college and professional education and any medical, dental, hospital and nursing expenses and expenses of invalidism.

(c) **Annual Allowance.** In addition, in any calendar year the Trustees shall pay over to my husband, **Ralph S. Heiner**, from the principal such amounts as he shall request in writing; provided, however, that the aggregate of such additional distributions shall not exceed the greater of (a) Five Thousand Dollars (\$5,000) or (b) five percent (5%) of the value of the principal of the Family Trust determined on the last day of such calendar year. If my husband should fail to exercise this power before the end of any calendar year, it shall lapse as to that year and under no conditions nor circumstances shall it be treated as cumulative.

(d) Gifts by Husband. The Trustees are authorized and directed to pay or distribute to or for any or all of my descendants any portion of principal as my husband may direct. Such payments and distributions shall be made in such amounts, at such times, and on such terms, trusts and conditions as my husband may direct in writing delivered to the Trustees at any time during the life of my husband. It is my intent hereby to confer upon my husband a "sprinkling" power to direct distributions to and among my descendants.

8.3 Family Trust for Family. After both my husband, Ralph S. Heiner, and I have died, and after following the provisions of the prior Sections of this Article Eight, the Trustees shall hold and manage all of the remaining property of the Family Trust in four (4) separate trusts. Each of the four trusts shall have allocated to it the property as described below.

The separate trusts shall be known and designated as

- (1) the **LaDell Robinson Heiner Trust,**
- (2) the **Hal Robinson Heiner Trust,**
- (3) the **Jim Robinson Heiner Trust, and**
- (4) the **Dick Robinson Heiner Trust**

The Trustees shall distribute and hold in the **LaDell Robinson Heiner Trust** the North one-half of the real property described under item number 1 on attached Schedule C together with one-fourth of all the rest, residue and remainder of the property in the Family Trust not specifically allocated to one of the four named trusts as provided in this Section 8.3.

The Trustees shall distribute and hold in the **Hal Robinson Heiner Trust** the South one-half of the real property described under item number 1 on attached Schedule C together with

one-fourth of all the rest, residue and remainder of the property in the Family Trust not specifically allocated to one of the four named trusts as provided in this Section 8.3.

The Trustees shall distribute and hold in the **Jim Robinson Heiner Trust** the real property particularly identified on a map attached as Schedule D and that may be later described on Schedule E which may be attached to this Trust after a survey has been made and a legal description acquired. The attached map is to be followed if the legal description is not acquired or if it is not attached. In addition, The Jim Robinson Heiner Trust shall have allocated to it one-fourth of all the rest, residue and remainder of the property in the Family Trust not specifically allocated to one of the four named trusts as provided in this Section 8.3.

The Trustees shall distribute and hold in the **Dick Robinson Heiner Trust** the real property particularly identified on a map attached as Schedule D and that may be later described on Schedule E which may be attached to this Trust after a survey has been made and a legal description acquired. The attached map is to be followed if the legal description is not acquired or if it is not attached. In addition, The Dick Robinson Heiner Trust shall have allocated to it one-fourth of all the rest, residue and remainder of the property in the Family Trust not specifically allocated to one of the four named trusts as provided in this Section 8.3.

My husband and I, or our separate Trusts, each own an undivided one-half of the real property described above which will be allocated to the four Trusts.

While we, or either of us, are alive we may make gifts to our four children of portions of the real property identified above that will be allocated to the separate trusts.

Each person for whom a trust is named shall be the primary beneficiary of such trust and shall hereinafter be sometimes referred to as "Primary Beneficiary". The portion or part thereof,

hereafter called "Trust Share", which is allocated to each individual beneficiary shall constitute and be administered by my Trustees as a separate trust. Separate books and records shall be kept for each Trust Share, but it shall not be necessary that physical division of the assets be had as to each Trust Share.

8.4 **The Four Trusts.** The property in the **LaDell Robinson Heiner Trust, the Hal Robinson Heiner Trust, the Jim Robinson Heiner Trust, and the Dick Robinson Heiner Trust**, shall be held, managed, invested, reinvested, distributed and transferred as follows:

(a) **Benefit to Primary Beneficiary.** In the event the Primary Beneficiary is then living, the property placed in the trust named after the Primary Beneficiary shall be transferred and distributed to the Primary Beneficiary after whom the Trust is named as his sole and separate property.

(b) **Benefit to Husband and Children.** In the event the Primary Beneficiary is not then living or dies before complete distribution to him of the property in his named trust and such deceased Primary Beneficiary has a husband then living and a child or children either living or a child or children then living of a deceased child of the deceased Primary Beneficiary, then and in such event the property shall be held, managed, distributed and transferred as follows:

(1) Fifty percent (50%) of the trust property shall be distributed to the husband of the deceased Primary Beneficiary as her sole and separate property.

(2) Fifty percent (50%) of the Trust Property shall be divided into separate equal portions and the Trustees shall provide one portion for the benefit of each child of the deceased Primary Beneficiary then living and one portion for

the benefit of the then living lawful descendants, by right of representation, of each deceased child of the deceased Primary Beneficiary to be held, managed, distributed and transferred as hereinafter provided.

(c) **Benefit to Husband.** In the event the Primary Beneficiary is not then living, or dies before complete distribution to him of the property in his named trust, and such deceased Primary Beneficiary has a husband then living, but does not have any children or descendants of children then living, then and in such event, the property shall be held, managed, distributed and transferred as follows:

All of the Trust Property shall be distributed to the husband of the deceased Primary Beneficiary as her sole and separate property.

(d) **Benefit to Children.** In the event the Primary Beneficiary is not then living or dies before complete distribution to him or her of the property in his or her named trust, if such deceased Primary Beneficiary does not have a spouse then living, and does have a child or children then living or a child or children then living of a deceased child of the deceased Primary Beneficiary, then and in such event, the property shall be held, managed, distributed and transferred as follows:

All of the property of the Trust shall be divided into separate equal portions and the Trustees shall thereby provide one portion for the benefit of each child then living of the deceased Primary Beneficiary, and one portion for the benefit of the then living lawful descendants, by right of representation, of each deceased child of the deceased Primary Beneficiary, to be held, managed, distributed and transferred as hereinafter provided.

(e) **Benefit to Other Primary Beneficiaries.** In the event the Primary Beneficiary is not then living, or dies before complete distribution to him of the property in his or her named trust and such deceased Primary Beneficiary does not have a spouse then living, and does not have a child then living and does not have any descendants of any children then living, then and in such event, the property shall be distributed and transferred to the other trusts named in section 8.3 above, which trusts are named after the Primary Beneficiaries, to be held, managed, distributed and transferred as provided for each such trust.

8.5 **Distribution.** Any and all property held for the benefit of the child or descendants of a child of a Primary Beneficiary, shall be held, invested, reinvested, distributed and transferred as follows:

(a) **Discretionary Distribution of Income and Principal.** The Trustees may distribute to or apply for the benefit of such beneficiaries, until such beneficiary attains the age or ages of distribution, so much of the income and principal held for the benefit of such beneficiaries as provided above at such time and such amounts and manner as the Trustees in their sole discretion shall determine and in accordance with the purposes set forth in paragraph 8.5(c). Any amount which the Trustees shall determine not to use may be accumulated as income or may be added to the principal as the Trustees shall deem best. Final discretion as to the distributions resides in the Trustees. In addition, during the time that a beneficiary is entitled to receive income from a trust as herein above provided, the Trustees in their sole discretion are authorized to pay to such beneficiary and his or her spouse and children, or either of them, any portion of principal as the

Trustees deem necessary or advisable from time to time for such person's maintenance in health, support in reasonable comfort, education, including college and professional education, mission, medical, dental, hospital expenses, and nursing expenses, and expenses of invalidism.

Beneficiaries who must survive a Primary Beneficiary in order to be entitled to a distribution of principal shall not be entitled to receive income from such portion until such time and unless such beneficiary survives the Primary Beneficiary.

(b) **Distribution to Beneficiaries.** At such time as the beneficiary shall have reached the age of twenty five (25) years, twenty (20) percent of the then existing principal shall be paid over to such beneficiary as his or her sole and separate property. At such time as the beneficiary shall have reached the age of thirty (30) years, the balance of the then existing principal shall be paid over to such beneficiary as his or her sole and separate property. It is my desire that the Trustees consider loaning moneys from each child's Trust to the child for whom the Trust is named to purchase a home if the Trustees deem such a loan to be in the best interest of such child and provided that the Trustees receive security for the loan.

(c) **Purposes for Distribution.** During the time the trust is held for the benefit of a beneficiary, the income and principal of the trust shall be distributed for the support, maintenance, and benefit of the trust beneficiary and for his or her support, maintenance, medical, mission, and education, including college or other professional education.

8.6 General Provisions.

(a) Acceleration of Termination. Notwithstanding the above provisions, for termination, if any Trust Share shall, in the sole discretion of the Trustees, become sufficiently small in value that its administration is no longer economically desirable, or the cost of continuing it is disproportionate to the value of its assets, or its continuation is no longer in the best interest of its beneficiary, then the Trustees may accelerate the termination of such Trust Share by complete distribution of the principal and income of such Trust Share to the beneficiary thereof.

(b) Delay of Termination. Notwithstanding the above provision for termination, if the beneficiary of any Trust Share is under any physical or mental disability, whether or not a legal disability, and is determined by the Trustees in their sole discretion to be unable to support and maintain himself, then the Trustees may delay the termination of such Trust Share until such time as they may find that further delay is no longer justified hereunder.

(c) Special Power to Appointment. Notwithstanding anything herein to the contrary, if the beneficiary of a Trust Share dies before the complete distribution of such Share to him, then his or her Trust Share as then constituted shall be distributed to any of my then living descendants (whether adopted or natural born) in such proportions and subject to such terms, trusts and conditions as such beneficiary may appoint (without violating any applicable rule against perpetuities or accumulations) by a written document or by a Last Will and Testament which contains the phrase "special power of appointment over the the Gwen R. Heiner Trust". This power of appointment shall not be exercised in

favor of the creditors of the deceased beneficiary, or the beneficiary's estate or its creditors.

ARTICLE NINE

Common Disaster

9.1 If any interest in any part of my estate or this Trust would vest in any person if he were alive upon the occurrence of any contingency (such as my death or the attaining of a specified age), and if such person dies under circumstances where it would be difficult or impossible to determine whether or not he was alive upon the occurrence of such contingency, then for purposes of this Trust such person shall be deemed to have died just prior to the occurrence of such contingency.

ARTICLE TEN

Powers of Trustees

10.1 The Trustees shall have the exclusive management and control of the Trust Property, and shall have the following powers as well as any powers conferred by law from time to time; subject to the reserved powers and other limitations hereunder, and provided that they must at all times act in a fiduciary capacity:

(a) Make Investments. To retain, purchase, borrow or otherwise acquire any real or personal property, without diversification as to kind or amount or risk of non-productivity, whether or not such property was originally a part of the Trust Property, or is authorized for investment by law, or is unsecured or unproductive or of a wasting nature; provided that any corporate Trustee shall in good faith attempt to invest the Trust

property in secure investments providing a reasonable rate of return, rather than invest in its common trust funds merely for convenience of administration

(b) **Dispose of Investments.** To dispose of any personal or real property at any time, whether surface rights or any or all oil, gas, geothermal or other mineral exploration, production or removal rights, and whether by sale, exchange, petition, lease, mortgage, pledge or option, at public or private sale, for such price and on such terms and conditions as they may determine, whether for cash or other consideration, or on credit with or without security.

(c) **Trade in Securities.** To buy, sell and otherwise trade in stocks, bonds, options, commodities and other securities, to pledge, mortgage, hypothecate or otherwise encumber any such securities held by a broker or by the Trustees.

(d) **Hold Securities.** To hold or register any securities or other Trust Property in the name of a nominee or in such form as to pass by delivery with or without indicating the fiduciary character of such securities or other property.

(e) **Borrow Funds.** To borrow money for any Trust purpose and to pledge all or any part of the Trust Property to secure such borrowing without incurring any personal liability therefor.

(f) **Deal With Related Entities.** To invest in common trust funds, or to deal with themselves or other fiduciaries or business organizations in which the Trustees may have an interest.

(g) **Handle Businesses.** To operate or liquidate any business, whether or not in corporate or partnership or other form.

(h) **Compromise Claims.** To release any power, and to pay, extend, renew, modify or compromise, upon such terms as they may determine and upon such evidence as they may deem sufficient, any obligation or claim, including taxes, either in favor of or against the Trust Property.

(i) **Hold Undivided Interests.** To hold any separate parts or shares of the Trust Property wholly or partly in undivided form for convenience of investment and administration.

(j) **Make Distributions.** To divide and distribute the Trust Property in kind or in money, or partly in each, or by way of undivided interests, and for such purposes to value any property to be thus divided or distributed at fair market value at the date or dates of distribution.

(k) **Deal With Estate.** To sell or purchase any assets, or lend or borrow any money to or from my estate, with or without security. Such transactions shall be at fair market value, and on such other terms as determined by the Trustees. It is my intention that this provision be exercised liberally, and the propriety of any such sale, purchase or loan shall be solely within the discretion of the Trustees. The Trustees shall incur no liability as a result of such a sale, purchase or loan because such transaction may constitute an investment which could not otherwise be legally made by the Trustees.

10.2 **Personal Residence.** Notwithstanding anything to the contrary contained herein, during the life of my husband the Trustees shall take no action with respect to any dwelling which is part of the Trust Property, and which my husband and I used as our principal residence at the time of my death unless they have the express written consent from my husband to take

such action. It is my intent that my husband shall be allowed to use said dwelling without rent for so long as my husband shall live. In the event that such dwelling shall pass to my husband at my death, whether pursuant to this Trust, my Last Will and Testament, by operation of law or otherwise, the Trustees may in their discretion, but without obligation, and subject to the other terms of this Trust, pay from the principal of the Trust to the holder of any mortgage or lien on such dwelling all or any part of an amount sufficient to satisfy such mortgage or lien.

10.3 **Majority Vote.** In the event the Trustees do not agree on any matter, and except as otherwise provided by the powers which I have elsewhere specifically reserved to myself or others, the decision of a majority of the Trustees shall govern and be binding on the Trustees and the Trust.

10.4 **Successor Trustees.** Every Successor Trustee shall have all of the rights, title, powers and duties of the original Trustees, without any act of conveyance or transfer. No Successor Trustee need examine the accounts, records or acts of any prior Trustee, or any allocation of the Trust Property, nor be responsible for any act or omission of any prior Trustee.

ARTICLE ELEVEN

Bond, Compensation and Qualifications of Trustees

11.1 **Bond.** To the extent that any such requirement can legally be waived, no Trustee shall ever be required to give any bond or security, or be appointed by or account to any court, or obtain the order of approval of any court in the exercise of any power or discretion hereunder.

11.2 **Compensation.** The Trustees may, in their discretion, be reimbursed for out of pocket expenses and may receive reasonable compensation for their services, such compensation to not exceed which is normally charged by trust organizations for services rendered under

similar circumstances.

11.3 **Qualification of Individuals.** Notwithstanding anything to the contrary contained herein, neither my Spouse nor the spouse of any of my descendants shall be appointed or continue to serve as a Trustee after the filing, by any person and in any court, of any petition for the separate maintenance or divorce of such spouse, except upon the written consent of a majority in number of those who are then eligible to receive current income of the Trust. Upon the filing of any such petition, such spouse shall be immediately disqualified as a Trustee and a Successor Trustee shall be appointed as provided elsewhere herein. The Trustees shall in all events and at all times act as fiduciaries.

11.4 **Qualification of Corporations.** Notwithstanding anything to the contrary contained herein, no corporation shall be appointed or continue to serve as a Trustee unless it then is and shall continue: (1) to be authorized to administer trusts under the laws of any state of the United States; (2) to be regularly engaged in the business of administering trusts; (3) to maintain a full time trust department; and (4) to have its controlling stock interest held by persons other than the beneficiaries hereunder.

ARTICLE TWELVE

Dealing with the Trustees

12.1 **Beneficiary Representatives.** The guardian or conservator of the estate of a beneficiary under legal disability, or the parents or surviving parent of a minor beneficiary for whose estate no conservator has been appointed, may act for such beneficiary in making any appointment and giving any direction under this Trust Agreement. The Trustees may make any payments hereunder directly to any such beneficiary or the guardian, conservator or parent of

such beneficiary or to any other person deemed suitable by the Trustees, or by direct payment to third parties of such beneficiary's expenses.

12.2 **Third Parties.** Any debtor, financial institution, securities broker or other firm or person paying any interest, dividends or other money or delivering any property to the Trustees may, at the written direction of the Trustees, pay or deliver such interest, dividends or other money or property directly to the beneficiaries of this Trust; and may rely upon such written direction of the Trustees; and shall not be required to see to the application of such interest, dividends, money or other property.

ARTICLE THIRTEEN

Insurance

13.1 **Ownership of Policies.** All benefits, rights, privileges and options available to me during my life as the owner or the insured under insurance policies of which Trustees are beneficiaries shall be retained by me for my sole benefit and shall not be subject to the Trust, regardless of the terms of this Agreement and of the fact that the Trustees are named as beneficiaries in the policies. Without limiting the generality of the foregoing, I may exercise any right in the policies, including the right to change the beneficiary, surrender, cancel, borrow on or receive dividends from the policies, and make any elections or exercise any option granted in such policies, all without notice to or consent by Trustees or any beneficiary of the Trust.

13.2 **Payment of Premiums.** The Trust shall have no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance which is an asset of or payable to this Trust, or to make certain that such premiums are paid by me or

otherwise, or to notify any person of nonpayment of such premiums. The Trustees shall be under no responsibility or liability of any kind in case such premiums are not paid; except that they may apply any dividends received by them on such policy, or any other Trust assets, for the payment of premiums thereon. Upon receipt of notice at any time during the existence of this Trust that the premiums to become due will not be paid, either by me or by any other persons, the Trustees may in their sole discretion: (1) apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended insurance; or (2) borrow upon such policy for the payment of the premiums due thereon; or (3) accept the cash value of such policy upon its forfeiture; or (4) use Trust Property to pay the premiums.

13.3 **Collection of Proceeds.** On my death, the Trustees shall collect the proceeds of all the policies of insurance upon my life, payable to the Trust or Trustees, and all employee death benefits, payable to the Trust or the Trustees. No payor need inquire into or take notice of this instrument or see to the application of such payment. The Trustees may and, upon being indemnified to their satisfaction against all costs and expenses, shall litigate as necessary to enforce payment of the policies.

ARTICLE FOURTEEN

Spendthrift Provision

14.1 Except as otherwise provided herein, no beneficiary shall have any right to anticipate, sell, assign, mortgage, pledge or otherwise dispose of or encumber all or any part of the Trust Property. No part of the principal or income of the Trust shall be liable for or subject to the debts or obligations, including alimony, contracts, torts or liabilities of any beneficiary, or be subject to attachment, garnishment, execution, or other legal or equitable process.

ARTICLE FIFTEEN

Provisions Relating to Vesting of Interests

15.1 All interests under this Trust Agreement shall vest absolutely not later than twenty-one (21) years after the date of death of the survivor of the group composed of me, my husband, and my descendants living at my death. Any assets then in the hands of the Trustees shall be forthwith distributed to the persons to whom the Trustees could then distribute income, as a result of any provision of this Agreement, in the proportion in which such income would be distributed among them if the Trustees were, in fact, distributing all income of the Trust Property. For purposes of this Article, any discretionary distributions of income among possible multiple beneficiaries shall be considered to be distributable equally among them by right of representation.

ARTICLE SIXTEEN

Miscellaneous Provisions

16.1 **Trust Records.** The Trustees shall maintain proper records reflecting the income, disbursements and principal of the Trust. Annual balance sheets and income statements shall be furnished upon request to each beneficiary or to his or her legal representative, if any.

16.2 **Accrual of Income.** Except as otherwise specifically provided herein, upon the death of any beneficiary entitled to receive income all accrued or undistributed income held for the account of such beneficiary shall be treated as if it had accrued or been received immediately following the death of such beneficiary.

16.3 **Definitions.** For purposes of this Trust Agreement, the following definitions shall apply:

(a) **Husband**. References to my "husband" shall mean my husband as named in Article One. If I am not married to my husband at the time of my death, this Agreement shall be interpreted as if my husband had predeceased me.

(b) **Descendants**. "Descendants" and/or "issue" means children and other lineal descendants whether adopted or natural born. All adopted children of any person shall be treated as natural and legitimate children for all purposes whatsoever, provided that such adoption is by legal proceedings before the child's twenty-first (21st) birthday.

(c) **Right of Representation**. If descendants of a deceased person take the decedent's estate "by right of representation", then the estate is divided into as many equal portions as there are living children of the decedent and deceased children of the decedent who left issue who survive the decedent; and each living child shall receive one such portion, and the portion of each deceased child shall be divided among the deceased child's issue by representation in the same manner. Nevertheless, if all takers are in equal degree of kinship to the decedent, then they shall take per capita.

(d) **Age**. A person reaches or attains any specified "age" (for example 25) at the first moment of the date of his or her equivalent birthday (for example 25th birthday). A person born on February 29th shall be deemed to have been born on February 28th for purposes of this paragraph.

16.4 **Number and Gender**. The singular shall be interpreted as the plural, and vice versa, and either the feminine, masculine or neuter gender shall be interpreted as another gender, if such treatment is necessary to interpret this Trust in accord with my manifest intention.

16.5 **Notices**. Except as otherwise required hereunder, any notices required or

permitted hereunder shall be duly given if written and mailed, postage prepaid, by first class mail to the address of the recipient last known to the Trustees or provided to them in writing.

16.6 **Effective Date and Law.** The Trust created hereby shall take effect and shall be valid and enforceable upon my execution of this Agreement. Its validity shall be determined and construed according to the laws of the State of Wyoming. Its interpretation and administration shall be determined according to the laws of the place of administration. In no event shall this Trust be construed as a testamentary document. In no event shall this Trust be considered a reciprocal trust, or as having been made in consideration of any other trust.

16.7 **Enforceability.** If any provision of this Trust Agreement is unenforceable, the remaining provisions shall nevertheless be carried into effect.

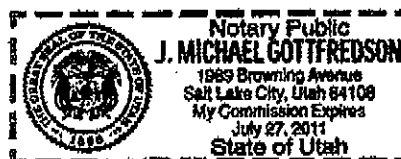
EXECUTED THIS 6 day of Dec, 2007.

Gwen R Heiner
Gwen R. Heiner

State of Utah)
 : ss.
County of Salt Lake)

The foregoing Revocable Trust Agreement was subscribed and sworn to before me by Gwen R. Heiner, whose signature appears above on the 6 day of Dec, 2007.

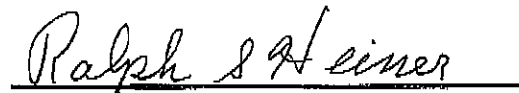
J. Michael Gottfredson
NOTARY PUBLIC

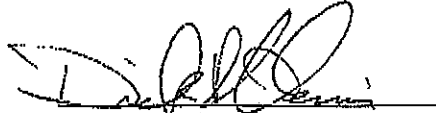


ACCEPTANCE OF TRUSTEES

We agree to act as Trustees of the foregoing Revocable Trust Agreement of Gwen R. Heiner, and to be bound by the terms and conditions upon which the Trust Property is to be held, managed and disposed of by us as Trustees. We accept the Revocable Trust Agreement in all particulars and acknowledge receipt of the Trust Property described in the attached Schedule "A".


Gwen R. Heiner, Trustee


Ralph S. Heiner, Trustee


Dick R. Heiner, Trustee

Ralph
~~Glenn~~ Heiner
Trust

~~#~~ sheets 28

after cover

for

Tonie

→ Dick R. Heiner →

**2007 RESTATED REVOCABLE TRUST AGREEMENT
OF
Ralph S. Heiner**

I, **Ralph S. Heiner**, hereby make and enter into this 2007 Restated Revocable Trust Agreement with **Ralph S. Heiner, Gwen R. Heiner and Dick R. Heiner**, and the survivor(s) as "Trustees."

I hereby restate in its entirety the Amendment and Restatement of the Ralph S. Heiner Revocable Trust dated February 12, 1990. This 2007 Restated Revocable Trust Agreement supercedes and replaces in its entirety the Ralph S. Heiner Revocable Trust dated February 12, 1990.

ARTICLE ONE

Trust Name and Beneficiaries

1.1 **Trust Name.** The Trust created by this 2007 Restated Revocable Trust Agreement shall be known as the **Ralph S. Heiner Trust**.

1.2 **Beneficiaries.** I am the primary beneficiary of this Trust. Other beneficiaries are my wife, Gwen R. Heiner, and our four living sons:

LaDell Robinson Heiner

Hal Robinson Heiner

Jim Robinson Heiner

Dick Robinson Heiner

ARTICLE TWO

Trustees

2.1 **Trustees.** I hereby nominate and appoint **Ralph S. Heiner, Gwen R. Heiner and**

Dick R. Heiner, and the survivor(s), as Trustees of the Trusts created herein.

As long as I am a Trustee, I may act solely and separately on behalf of the Trust and Trustees and my actions shall be binding on the Trust and Trustees.

2.2 **Successor Trustees.** In the event of the resignation, removal, incompetence, inability or refusal to act and, in any event, upon the death or disqualification of any two of the Trustees appointed above, I nominate and appoint **LaDell R. Heiner, Hal R. Heiner, and Jim R. Heiner**, and the survivor(s), as Successor Trustees of this Trust to act with the other Trustee, if any.

In the event of the resignation, incompetence, removal, inability or refusal to act and, in any event, upon the death or disqualification of an additional Trustee or additional Trustees, appointed hereunder, the surviving Trustees shall continue to act as Trustees.

2.3 **Resignation and Removal.** Any Trustee may resign at any time. Any resignation shall be by written notice thereof to all of the Trustees then in office, and specifying the effective date thereof. The notice shall be given to all of the Trustees then in office or, if there are no Trustees other than the one resigning or removed, then to all of the adult beneficiaries, and to the parent, guardian or other person having the right of legal custody of each minor beneficiary, who is then eligible to receive current Trust income.

2.4 **Appointment.** If all the Trustees resign, are removed, or are unable or refuse to act, a corporation, may be appointed as Successor Trustee by delivery to such Successor of written notice of appointment signed by a majority of the prior named Trustees, if alive and able to do so. If no Successor Trustee is appointed within sixty (60) days of the event authorizing appointment hereunder, then any beneficiary may petition any court ex parte to appoint a Successor corporate Trustee. Such court shall not acquire jurisdiction over this Trust as a

consequence of such petition or appointment.

ARTICLE THREE

Trust Property

3.1 Assign Property. I may assign, transfer and convey to the Trustees all of my right, title and interest in and to all property which I own.

3.2 Insurance Benefits. I hereby name the Trustees as beneficiaries of the insurance policies described in the attached Schedule "B". These beneficiary designations shall be deemed to be effective immediately upon my execution of this Agreement, even though further actions may be necessary to effect the changes on the records of the policy issuers.

3.3 Trust Property. All my property conveyed to or held by the Trustees, whether or not identified on the attached Schedules "A" and "B", shall constitute the Trust Property and shall be held, managed and distributed as provided herein.

ARTICLE FOUR

Reserved Powers

4.1 Additional Trust Property. I reserve the power for myself or any other person to increase the Trust Property at any time by delivering to the Trustees any additional property, by deed, assignment bequest or otherwise, or by naming the Trustees as beneficiaries of any additional life insurance policies or employee benefit plans. Such additional property, policy benefits or plan benefits shall become Trust Property subject to this Trust whether or not accepted by the Trustees.

4.2 Withdrawal and Revocation. I reserve to myself the following powers:

- (a) The right to withdraw property from this Trust in any amount and at any

time. Written notice of any such withdrawal may, but need not, be given in writing to any one or more of the Trustees within a reasonable time thereafter.

(b) The right to amend, modify or revoke in writing all or any part of this Trust Agreement. Upon revocation of this Trust, the entire Trust Property shall be distributed outright to me or as I may otherwise direct.

4.3 **Direction of Trustees.** So long as I am alive and competent, whether or not I am a Trustee, my decision shall prevail and be binding upon all of the Trustees as to all matters concerning the Trust Property, without any liability on the part of the Trustees for my decision.

4.4 **Exercise of Powers.** The powers reserved herein shall not be exercised to increase substantially the duties or liability of the Trustees without their written agreement. Unless otherwise specifically provided herein, the powers I have reserved shall be exercisable by instruments in writing signed by me and delivered to the Trustees.

4.5 **Irrevocable at Death.** This Trust shall become irrevocable upon my death.

ARTICLE FIVE

Disposition of Property During My Life

5.1 **Income and Principal.** During my life the Trustees shall pay or apply all of the net income and principal of the Trust Property as I may direct from time to time; provided that all net income shall be paid to me at least quarterly unless I direct otherwise.

5.2 **Incapacity.** If at any time I should become incompetent, incapacitated, unavailable to give prompt attention to my financial affairs, or for any reason be unable to act reasonably in my own behalf, the Trustees shall pay or apply all or any part of the net income and principal of the Trust Property as is necessary or advisable for the following purposes: (1) the

health, support and maintenance, education (including any college and professional education) and medical, dental, hospital and nursing expenses and expenses of invalidism of myself and my wife; (2) the payment of premiums on any insurance policies owned by me, whether or not subject to this Agreement; and (3) the discharging any of my obligations which the Trustees believe to be valid. Any income not so used shall be accumulated and added to principal in such amounts and at such times as the Trustees may determine from time to time. My incompetence may be, but shall not be required to be, established by the written opinion of one independent, licensed medical doctor.

ARTICLE SIX

Disposition of Property At My Death

6.1 Division of Trust Property. Upon my death, the Trustees shall divide, allocate, hold and distribute the Trust Property as follows:

(a) List of Personal Effects. In the event that there is a written statement or list in existence at the time of my death (whether or not it exists at the time of execution of this Agreement), in my handwriting or signed by me, disposing of all or part of the tangible personal property (such as household furnishings, jewelry, paintings, books and tools, but not including money, evidences of indebtedness, documents of title or securities and property used in my trade or business) which is subject to the terms of this Trust and which is not otherwise specifically disposed of hereunder, or elsewhere, then the Trustees shall distribute each such item of personal property to the person designated in the list as the beneficiary of that item. Such distributions shall be made as soon after my death as is reasonably practicable, unless otherwise required by such statement or list. The Trustees

may consider such distributions in determining the nature and extent of any discretionary distributions authorized by this Agreement; but no such distribution shall reduce or be considered an advancement of any mandatory distribution required by this Agreement, except as specifically required by the list referred to herein.

All tangible personal property not disposed of by my written statement or list shall be distributed to my wife Gwen R. Heiner as her sole and separate property, if she is then living.

In the event that my wife is not then living, for all tangible personal property and household furnishing not included in a written statement my Trustees shall distribute the personal property, or shall sell the personal property, as they deem appropriate in their sole discretion.

(b) Allocation to Marital Trust for Wife. If my wife, **Gwen R. Heiner**, survives me, the Trustees shall divide and allocate all of the remaining Trust Property into two separate trusts known as the **Marital Trust** and the **Family Trust**.

Except as provided in the following sentence, the **Marital Trust** shall consist of property equal in value to the Trust Property remaining after any specific bequests described above. However, if a reduction in the amount allocated to the Marital Trust would not result in any Federal Estate tax or increase in the Federal Estate Tax on my estate (after taking into account all allowable credits), then the amount so allocated to the Marital Trust shall be reduced by the largest amount which will result in no Federal Estate tax or increase in Federal Estate Tax. The amount allocated to the Marital Trust shall be deemed to be a fixed dollar amount. The calculation of the pecuniary amount

allocated to the Marital Trust shall take into account all insurance proceeds, joint tenancy property and other properties which pass or shall have passed to or for the benefit of my wife under this Agreement or otherwise, and which qualify for the unlimited Federal Estate Tax marital deduction, including any property received by the Trustees from any source at any time which is specifically designated by the transferor as property of the Marital Trust. The Marital Trust shall be managed and disposed of under Article Seven.

(c) **Allocation to Family Trust.** If my wife, Gwen R. Heiner, survives me, the Family Trust shall consist of all Trust Property not the subject of any specific bequest and not allocated to the Marital Trust.

If my wife does not survive me, then the Trustees shall allocate to the Family Trust all of the Trust Property remaining after my specific bequests described above. The Family Trust shall be managed and disposed of under Article Eight.

6.2 **Selection of Property.** The determination of the value of Trust Property allocated to the Marital Trust and Family Trust shall be as finally determined for Federal Estate Tax purposes. The Trustees shall have the sole discretion to select the properties for allocation, transfer and distribution to the Marital Trust, either wholly or partly in cash or in kind; provided that the properties shall be selected in such a manner that the fair market value of the properties of each Trust at the time of allocation shall be fairly representative of that Trust's proportionate share of the appreciation or depreciation of all the property available for the allocation to the Marital Trust occurring after my death. The Marital Trust shall not be reduced by reason of any inheritance, estate or transfer taxes, or any debts or expenses of my last illness, funeral, burial, or the administration of my estate; and no property shall be allocated to the Marital Trust for which

the unlimited Federal Estate Tax marital deduction would not be allowed if it were so allocated. The decision of the Trustees as to which assets shall be allocated to the Marital Trust shall be binding and conclusive on all persons.

6.3 **Renunciation.** In addition to any right of renunciation conferred by law, I hereby authorize any person at any time within nine (9) months after the date of my death to disclaim or renounce all or any part of any interest, benefit, right or power granted to such person by this Trust. Any such disclaimer or renunciation shall be by written notice signed by such person or his legal representative and personally delivered or mailed by registered or certified mail to one or more of the Trustees.

ARTICLE SEVEN

Disposition of Marital Trust

7.1 **Marital Trust.** After dividing the Trust Property as provided above, the Trustees shall hold, manage, distribute and transfer the property of the Marital Trust as follows:

(a) **Income and Principal.** During the life of my wife, **Gwen R. Heiner**, the Trustees shall pay to or for the benefit of my wife all of the net income of the Marital Trust at least quarterly, and as much of the principal of the Marital Trust as the Trustees determine advisable for the support, comfort and well-being of my wife, including maintaining the standard of living which she enjoyed during my life.

(b) **General Power of Appointment.** My wife, **Gwen R. Heiner**, shall also have the power, exercisable alone at any time and in all events, to direct the Trustees to pay out all or any part of the principal or income or both of the Marital Trust to herself, or to anyone else, in such amounts and on such terms, trusts and conditions as she may

direct. Such power shall be exercisable by deed, will or other written document delivered to one or more of the Trustees, and must contain the phrase: "power of appointment over the Marital Trust of the "Ralph S. Heiner Trust." Any testamentary exercise of this power shall be by Last Will and Testament duly admitted to probate. This power is intended to be a general power of appointment, and shall apply to all assets of the Marital Trust whether or not acquired by the Trustees prior to the death of my wife.

(c) **Termination**. Upon the death of my wife, Gwen R. Heiner, and in the absence of exercise of the General Power of Appointment by my wife as to all or any part of the income or principal of the Marital Trust, the Trustees shall add such income and principal to the principal of the Family Trust, and hold, manage and distribute it as provided in ARTICLE EIGHT hereof.

(d) **Marital Deduction**. No unproductive property, other than a residence for the personal use of my wife, Gwen R. Heiner, shall be held in the Marital Trust for more than a reasonable period of time without her written consent. No discretionary power of the Trustees shall be exercised in a manner inconsistent with the qualification of the Marital Trust for the Federal Estate Tax marital deduction.

ARTICLE EIGHT

Disposition of Family Trust

8.1 **Debts and Taxes**. Upon my death the Trustees may, in their discretion and from the property of the Family Trust, pay (or reimburse any person for payment of) any or all of the debts and expenses of my last illness, funeral, burial and of the administration of my estate, together with any or all estate, inheritance or transfer taxes, including any penalties and interest

thereon, which are due by reason of my death. Written statements by the personal representative(s) of my estate of the sums that must be paid shall be sufficient evidence of their amounts, and the Trustees shall be under no duty to see to the application of any such payments.

8.2 **Family Trust for Wife for Life.** After my death and during the life of my wife, **Gwen R. Heiner**, the Trustees shall hold, manage, distribute and transfer the remaining property of the Family Trust as follows:

(a) **Income.** The Trustees shall pay to or for my wife, Gwen R. Heiner, all of the net income of the Family Trust at least quarterly unless directed otherwise by my wife. Any income not distributed shall be accumulated and added to principal.

(b) **Principal.** The Trustees may pay to or for my wife, Gwen R. Heiner, at any time any portion of principal as the Trustees deem necessary or advisable for the health, education, support and maintenance of my wife including any college and professional education and any medical, dental, hospital and nursing expenses and expenses of invalidism.

(c) **Annual Allowance.** In addition, in any calendar year the Trustees shall pay over to my wife, Gwen R. Heiner, from the principal such amounts as she shall request in writing; provided, however, that the aggregate of such additional distributions shall not exceed the greater of (a) Five Thousand Dollars (\$5,000) or (b) five percent (5%) of the value of the principal of the Family Trust determined on the last day of such calendar year. If my wife should fail to exercise this power before the end of any calendar year, it shall lapse as to that year and under no conditions nor circumstances shall it be treated as cumulative.

(d) Gifts by Wife. The Trustees are authorized and directed to pay or distribute to or for any or all of my descendants any portion of principal as my wife may direct. Such payments and distributions shall be made in such amounts, at such times, and on such terms, trusts and conditions as my wife may direct in writing delivered to the Trustees at any time during the life of my wife. It is my intent hereby to confer upon my wife a "sprinkling" power to direct distributions to and among my descendants.

8.3 Family Trust for Family. After both my wife, Gwen R. Heiner, and I have died, and after following the provisions of the prior Sections of this Article Eight, the Trustees shall hold and manage all of the remaining property of the Family Trust in four (4) separate trusts. Each of the four trusts shall have allocated to it the property as described below.

The separate trusts shall be known and designated as

- (1) the **LaDell Robinson Heiner Trust**,
- (2) the **Hal Robinson Heiner Trust**,
- (3) the **Jim Robinson Heiner Trust**, and
- (4) the **Dick Robinson Heiner Trust**

The Trustees shall distribute and hold in the **LaDell Robinson Heiner Trust** the North one-half of the real property described under item number 1 on attached Schedule C together with one-fourth of all the rest, residue and remainder of the property in the Family Trust not specifically allocated to one of the four named trusts as provided in this Section 8.3.

The Trustees shall distribute and hold in the **Hal Robinson Heiner Trust** the South one-half of the real property described under item number 1 on attached Schedule C together with one-fourth of all the rest, residue and remainder of the property in the Family Trust not

specifically allocated to one of the four named trusts as provided in this Section 8.3.

The Trustees shall distribute and hold in the **Jim Robinson Heiner Trust** the real property particularly identified on a map attached as Schedule D and that may be later described on Schedule E which may be attached to this Trust after a survey has been made and a legal description acquired. The attached map is to be followed if the legal description is not acquired or if it is not attached. In addition, The Jim Robinson Heiner Trust shall have allocated to it one-fourth of all the rest, residue and remainder of the property in the Family Trust not specifically allocated to one of the four named trusts as provided in this Section 8.3.

The Trustees shall distribute and hold in the **Dick Robinson Heiner Trust** the real property particularly identified on a map attached as Schedule D and that may be later described on Schedule E which may be attached to this Trust after a survey has been made and a legal description acquired. The attached map is to be followed if the legal description is not acquired or if it is not attached. In addition, The Dick Robinson Heiner Trust shall have allocated to it one-fourth of all the rest, residue and remainder of the property in the Family Trust not specifically allocated to one of the four named trusts as provided in this Section 8.3.

My wife and I, or our separate Trusts, each own an undivided one-half of the real property described above which will be allocated to the four Trusts.

While we, or either of us, are alive we may make gifts to our four children of portions of the real property identified above that will be allocated to the separate trusts.

Each person for whom a trust is named shall be the primary beneficiary of such trust and shall hereinafter be sometimes referred to as "Primary Beneficiary". The portion or part thereof, hereafter called "Trust Share", which is allocated to each individual beneficiary shall constitute

and be administered by my Trustees as a separate trust. Separate books and records shall be kept for each Trust Share, but it shall not be necessary that physical division of the assets be had as to each Trust Share.

8.4 **The Four Trusts.** The property in the LaDell Robinson Heiner Trust, the Hal Robinson Heiner Trust, the Jim Robinson Heiner Trust, and the Dick Robinson Heiner Trust, shall be held, managed, invested, reinvested, distributed and transferred as follows:

(a) **Benefit to Primary Beneficiary.** In the event the Primary Beneficiary is then living, the property placed in the trust named after the Primary Beneficiary shall be transferred and distributed to the Primary Beneficiary after whom the Trust is named as his sole and separate property.

(b) **Benefit to Wife and Children.** In the event the Primary Beneficiary is not then living or dies before complete distribution to him of the property in his named trust and such deceased Primary Beneficiary has a wife then living and a child or children either living or a child or children then living of a deceased child of the deceased Primary Beneficiary, then and in such event the property shall be held, managed, distributed and transferred as follows:

(1) Fifty percent (50%) of the trust property shall be distributed to the wife of the deceased Primary Beneficiary as her sole and separate property.

(2) Fifty percent (50%) of the Trust Property shall be divided into separate equal portions and the Trustees shall provide one portion for the benefit of each child of the deceased Primary Beneficiary then living and one portion for the benefit of the then living lawful descendants, by right of representation, of

each deceased child of the deceased Primary Beneficiary to be held, managed, distributed and transferred as hereinafter provided.

(c) **Benefit to Wife.** In the event the Primary Beneficiary is not then living, or dies before complete distribution to him of the property in his named trust, and such deceased Primary Beneficiary has a wife then living, but does not have any children or descendants of children then living, then and in such event, the property shall be held, managed, distributed and transferred as follows:

All of the Trust Property shall be distributed to the wife of the deceased Primary Beneficiary as her sole and separate property.

(d) **Benefit to Children.** In the event the Primary Beneficiary is not then living or dies before complete distribution to him or her of the property in his or her named trust, if such deceased Primary Beneficiary does not have a spouse then living, and does have a child or children then living or a child or children then living of a deceased child of the deceased Primary Beneficiary, then and in such event, the property shall be held, managed, distributed and transferred as follows:

All of the property of the Trust shall be divided into separate equal portions and the Trustees shall thereby provide one portion for the benefit of each child then living of the deceased Primary Beneficiary, and one portion for the benefit of the then living lawful descendants, by right of representation, of each deceased child of the deceased Primary Beneficiary, to be held, managed, distributed and transferred as hereinafter provided.

(e) **Benefit to Other Primary Beneficiaries.** In the event the Primary

Beneficiary is not then living, or dies before complete distribution to him of the property in his or her named trust and such deceased Primary Beneficiary does not have a spouse then living, and does not have a child then living and does not have any descendants of any children then living, then and in such event, the property shall be distributed and transferred to the other trusts named in section 8.3 above, which trusts are named after the Primary Beneficiaries, to be held, managed, distributed and transferred as provided for each such trust.

8.5 **Distribution.** Any and all property held for the benefit of the child or descendants of a child of a Primary Beneficiary, shall be held, invested, reinvested, distributed and transferred as follows:

(a) **Discretionary Distribution of Income and Principal.** The Trustees may distribute to or apply for the benefit of such beneficiaries, until such beneficiary attains the age or ages of distribution, so much of the income and principal held for the benefit of such beneficiaries as provided above at such time and such amounts and manner as the Trustees in their sole discretion shall determine and in accordance with the purposes set forth in paragraph 8.5(c). Any amount which the Trustees shall determine not to use may be accumulated as income or may be added to the principal as the Trustees shall deem best. Final discretion as to the distributions resides in the Trustees. In addition, during the time that a beneficiary is entitled to receive income from a trust as herein above provided, the Trustees in their sole discretion are authorized to pay to such beneficiary and his or her spouse and children, or either of them, any portion of principal as the Trustees deem necessary or advisable from time to time for such person's maintenance in

health, support in reasonable comfort, education, including college and professional education, mission, medical, dental, hospital expenses, and nursing expenses, and expenses of invalidism.

Beneficiaries who must survive a Primary Beneficiary in order to be entitled to a distribution of principal shall not be entitled to receive income from such portion until such time and unless such beneficiary survives the Primary Beneficiary.

(b) **Distribution to Beneficiaries.** At such time as the beneficiary shall have reached the age of twenty five (25) years, twenty (20) percent of the then existing principal shall be paid over to such beneficiary as his or her sole and separate property. At such time as the beneficiary shall have reached the age of thirty (30) years, the balance of the then existing principal shall be paid over to such beneficiary as his or her sole and separate property. It is my desire that the Trustees consider loaning moneys from each child's Trust to the child for whom the Trust is named to purchase a home if the Trustees deem such a loan to be in the best interest of such child and provided that the Trustees receive security for the loan.

(c) **Purposes for Distribution.** During the time the trust is held for the benefit of a beneficiary, the income and principal of the trust shall be distributed for the support, maintenance, and benefit of the trust beneficiary and for his or her support, maintenance, medical, mission, and education, including college or other professional education.

8.6 **General Provisions.**

(a) **Acceleration of Termination.** Notwithstanding the above provisions, for

termination, if any Trust Share shall, in the sole discretion of the Trustees, become sufficiently small in value that its administration is no longer economically desirable, or the cost of continuing it is disproportionate to the value of its assets, or its continuation is no longer in the best interest of its beneficiary, then the Trustees may accelerate the termination of such Trust Share by complete distribution of the principal and income of such Trust Share to the beneficiary thereof.

(b) **Delay of Termination.** Notwithstanding the above provision for termination, if the beneficiary of any Trust Share is under any physical or mental disability, whether or not a legal disability, and is determined by the Trustees in their sole discretion to be unable to support and maintain himself, then the Trustees may delay the termination of such Trust Share until such time as they may find that further delay is no longer justified hereunder.

(c) **Special Power to Appointment.** Notwithstanding anything herein to the contrary, if the beneficiary of a Trust Share dies before the complete distribution of such Share to him, then his or her Trust Share as then constituted shall be distributed to any of my then living descendants (whether adopted or natural born) in such proportions and subject to such terms, trusts and conditions as such beneficiary may appoint (without violating any applicable rule against perpetuities or accumulations) by a written document or by a Last Will and Testament which contains the phrase "special power of appointment over the the Ralph S. Heiner Trust". This power of appointment shall not be exercised in favor of the creditors of the deceased beneficiary, or the beneficiary's estate or its creditors.

ARTICLE NINE

Common Disaster

9.1 If any interest in any part of my estate or this Trust would vest in any person if he were alive upon the occurrence of any contingency (such as my death or the attaining of a specified age), and if such person dies under circumstances where it would be difficult or impossible to determine whether or not he was alive upon the occurrence of such contingency, then for purposes of this Trust such person shall be deemed to have died just prior to the occurrence of such contingency.

ARTICLE TEN

Powers of Trustees

10.1 The Trustees shall have the exclusive management and control of the Trust Property, and shall have the following powers as well as any powers conferred by law from time to time; subject to the reserved powers and other limitations hereunder, and provided that they must at all times act in a fiduciary capacity:

(a) Make Investments. To retain, purchase, borrow or otherwise acquire any real or personal property, without diversification as to kind or amount or risk of non-productivity, whether or not such property was originally a part of the Trust Property, or is authorized for investment by law, or is unsecured or unproductive or of a wasting nature; provided that any corporate Trustee shall in good faith attempt to invest the Trust property in secure investments providing a reasonable rate of return, rather than invest in its common trust funds merely for convenience of administration

(b) Dispose of Investments. To dispose of any personal or real property at

any time, whether surface rights or any or all oil, gas, geothermal or other mineral exploration, production or removal rights, and whether by sale, exchange, petition, lease, mortgage, pledge or option, at public or private sale, for such price and on such terms and conditions as they may determine, whether for cash or other consideration, or on credit with or without security.

(c) **Trade in Securities.** To buy, sell and otherwise trade in stocks, bonds, options, commodities and other securities, to pledge, mortgage, hypothecate or otherwise encumber any such securities held by a broker or by the Trustees.

(d) **Hold Securities.** To hold or register any securities or other Trust Property in the name of a nominee or in such form as to pass by delivery with or without indicating the fiduciary character of such securities or other property.

(e) **Borrow Funds.** To borrow money for any Trust purpose and to pledge all or any part of the Trust Property to secure such borrowing without incurring any personal liability therefor.

(f) **Deal With Related Entities.** To invest in common trust funds, or to deal with themselves or other fiduciaries or business organizations in which the Trustees may have an interest.

(g) **Handle Businesses.** To operate or liquidate any business, whether or not in corporate or partnership or other form.

(h) **Compromise Claims.** To release any power, and to pay, extend, renew, modify or compromise, upon such terms as they may determine and upon such evidence as they may deem sufficient, any obligation or claim, including taxes, either in favor of or

against the Trust Property.

(i) **Hold Undivided Interests.** To hold any separate parts or shares of the Trust Property wholly or partly in undivided form for convenience of investment and administration.

(j) **Make Distributions.** To divide and distribute the Trust Property in kind or in money, or partly in each, or by way of undivided interests, and for such purposes to value any property to be thus divided or distributed at fair market value at the date or dates of distribution.

(k) **Deal With Estate.** To sell or purchase any assets, or lend or borrow any money to or from my estate, with or without security. Such transactions shall be at fair market value, and on such other terms as determined by the Trustees. It is my intention that this provision be exercised liberally, and the propriety of any such sale, purchase or loan shall be solely within the discretion of the Trustees. The Trustees shall incur no liability as a result of such a sale, purchase or loan because such transaction may constitute an investment which could not otherwise be legally made by the Trustees.

10.2 **Personal Residence.** Notwithstanding anything to the contrary contained herein, during the life of my wife the Trustees shall take no action with respect to any dwelling which is part of the Trust Property, and which my wife and I used as our principal residence at the time of my death unless they have the express written consent from my wife to take such action. It is my intent that my wife shall be allowed to use said dwelling without rent for so long as my wife shall live. In the event that such dwelling shall pass to my wife at my death, whether pursuant to this Trust, my Last Will and Testament, by operation of law or otherwise, the Trustees may in

their discretion, but without obligation, and subject to the other terms of this Trust, pay from the principal of the Trust to the holder of any mortgage or lien on such dwelling all or any part of an amount sufficient to satisfy such mortgage or lien.

10.3 **Majority Vote.** In the event the Trustees do not agree on any matter, and except as otherwise provided by the powers which I have elsewhere specifically reserved to myself or others, the decision of a majority of the Trustees shall govern and be binding on the Trustees and the Trust.

10.4 **Successor Trustees.** Every Successor Trustee shall have all of the rights, title, powers and duties of the original Trustees, without any act of conveyance or transfer. No Successor Trustee need examine the accounts, records or acts of any prior Trustee, or any allocation of the Trust Property, nor be responsible for any act or omission of any prior Trustee.

ARTICLE ELEVEN

Bond, Compensation and Qualifications of Trustees

11.1 **Bond.** To the extent that any such requirement can legally be waived, no Trustee shall ever be required to give any bond or security, or be appointed by or account to any court, or obtain the order of approval of any court in the exercise of any power or discretion hereunder.

11.2 **Compensation.** The Trustees may, in their discretion, be reimbursed for out of pocket expenses and may receive reasonable compensation for their services, such compensation to not exceed which is normally charged by trust organizations for services rendered under similar circumstances.

11.3 **Qualification of Individuals.** Notwithstanding anything to the contrary contained herein, neither my Spouse nor the spouse of any of my descendants shall be appointed

or continue to serve as a Trustee after the filing, by any person and in any court, of any petition for the separate maintenance or divorce of such spouse, except upon the written consent of a majority in number of those who are then eligible to receive current income of the Trust. Upon the filing of any such petition, such spouse shall be immediately disqualified as a Trustee and a Successor Trustee shall be appointed as provided elsewhere herein. The Trustees shall in all events and at all times act as fiduciaries.

11.4 **Qualification of Corporations.** Notwithstanding anything to the contrary contained herein, no corporation shall be appointed or continue to serve as a Trustee unless it then is and shall continue: (1) to be authorized to administer trusts under the laws of any state of the United States; (2) to be regularly engaged in the business of administering trusts; (3) to maintain a full time trust department; and (4) to have its controlling stock interest held by persons other than the beneficiaries hereunder.

ARTICLE TWELVE

Dealing with the Trustees

12.1 **Beneficiary Representatives.** The guardian or conservator of the estate of a beneficiary under legal disability, or the parents or surviving parent of a minor beneficiary for whose estate no conservator has been appointed, may act for such beneficiary in making any appointment and giving any direction under this Trust Agreement. The Trustees may make any payments hereunder directly to any such beneficiary or the guardian, conservator or parent of such beneficiary or to any other person deemed suitable by the Trustees, or by direct payment to third parties of such beneficiary's expenses.

12.2 **Third Parties.** Any debtor, financial institution, securities broker or other firm or

person paying any interest, dividends or other money or delivering any property to the Trustees may, at the written direction of the Trustees, pay or deliver such interest, dividends or other money or property directly to the beneficiaries of this Trust; and may rely upon such written direction of the Trustees; and shall not be required to see to the application of such interest, dividends, money or other property.

ARTICLE THIRTEEN

Insurance

13.1 **Ownership of Policies.** All benefits, rights, privileges and options available to me during my life as the owner or the insured under insurance policies of which Trustees are beneficiaries shall be retained by me for my sole benefit and shall not be subject to the Trust, regardless of the terms of this Agreement and of the fact that the Trustees are named as beneficiaries in the policies. Without limiting the generality of the foregoing, I may exercise any right in the policies, including the right to change the beneficiary, surrender, cancel, borrow on or receive dividends from the policies, and make any elections or exercise any option granted in such policies, all without notice to or consent by Trustees or any beneficiary of the Trust.

13.2 **Payment of Premiums.** The Trust shall have no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance which is an asset of or payable to this Trust, or to make certain that such premiums are paid by me or otherwise, or to notify any person of nonpayment of such premiums. The Trustees shall be under no responsibility or liability of any kind in case such premiums are not paid; except that they may apply any dividends received by them on such policy, or any other Trust assets, for the payment of premiums thereon. Upon receipt of notice at any time during the existence of this Trust that

the premiums to become due will not be paid, either by me or by any other persons, the Trustees may in their sole discretion: (1) apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended insurance; or (2) borrow upon such policy for the payment of the premiums due thereon; or (3) accept the cash value of such policy upon its forfeiture; or (4) use Trust Property to pay the premiums.

13.3 **Collection of Proceeds.** On my death, the Trustees shall collect the proceeds of all the policies of insurance upon my life, payable to the Trust or Trustees, and all employee death benefits, payable to the Trust or the Trustees. No payor need inquire into or take notice of this instrument or see to the application of such payment. The Trustees may and, upon being indemnified to their satisfaction against all costs and expenses, shall litigate as necessary to enforce payment of the policies.

ARTICLE FOURTEEN

Spendthrift Provision

14.1 Except as otherwise provided herein, no beneficiary shall have any right to anticipate, sell, assign, mortgage, pledge or otherwise dispose of or encumber all or any part of the Trust Property. No part of the principal or income of the Trust shall be liable for or subject to the debts or obligations, including alimony, contracts, torts or liabilities of any beneficiary, or be subject to attachment, garnishment, execution, or other legal or equitable process.

ARTICLE FIFTEEN

Provisions Relating to Vesting of Interests

15.1 All interests under this Trust Agreement shall vest absolutely not later than twenty-one (21) years after the date of death of the survivor of the group composed of me, my

wife, and my descendants living at my death. Any assets then in the hands of the Trustees shall be forthwith distributed to the persons to whom the Trustees could then distribute income, as a result of any provision of this Agreement, in the proportion in which such income would be distributed among them if the Trustees were, in fact, distributing all income of the Trust Property. For purposes of this Article, any discretionary distributions of income among possible multiple beneficiaries shall be considered to be distributable equally among them by right of representation.

ARTICLE SIXTEEN

Miscellaneous Provisions

16.1 Trust Records. The Trustees shall maintain proper records reflecting the income, disbursements and principal of the Trust. Annual balance sheets and income statements shall be furnished upon request to each beneficiary or to his or her legal representative, if any.

16.2 Accrual of Income. Except as otherwise specifically provided herein, upon the death of any beneficiary entitled to receive income all accrued or undistributed income held for the account of such beneficiary shall be treated as if it had accrued or been received immediately following the death of such beneficiary.

16.3 Definitions. For purposes of this Trust Agreement, the following definitions shall apply:

(a) Wife. References to my "wife" shall mean my wife as named in Article One. If I am not married to my wife at the time of my death, this Agreement shall be interpreted as if my wife had predeceased me.

(b) Descendants. "Descendants" and/or "issue" means children and other

linal descendants whether adopted or natural born. All adopted children of any person shall be treated as natural and legitimate children for all purposes whatsoever, provided that such adoption is by legal proceedings before the child's twenty-first (21st) birthday.

(c) **Right of Representation.** If descendants of a deceased person take the decedent's estate "by right of representation", then the estate is divided into as many equal portions as there are living children of the decedent and deceased children of the decedent who left issue who survive the decedent; and each living child shall receive one such portion, and the portion of each deceased child shall be divided among the deceased child's issue by representation in the same manner. Nevertheless, if all takers are in equal degree of kinship to the decedent, then they shall take per capita.

(d) **Age.** A person reaches or attains any specified "age" (for example 25) at the first moment of the date of his or her equivalent birthday (for example 25th birthday). A person born on February 29th shall be deemed to have been born on February 28th for purposes of this paragraph.

16.4 **Number and Gender.** The singular shall be interpreted as the plural, and vice versa, and either the feminine, masculine or neuter gender shall be interpreted as another gender, if such treatment is necessary to interpret this Trust in accord with my manifest intention.

16.5 **Notices.** Except as otherwise required hereunder, any notices required or permitted hereunder shall be duly given if written and mailed, postage prepaid, by first class mail to the address of the recipient last known to the Trustees or provided to them in writing.

16.6 **Effective Date and Law.** The Trust created hereby shall take effect and shall be valid and enforceable upon my execution of this Agreement. Its validity shall be determined and

construed according to the laws of the State of Wyoming. Its interpretation and administration shall be determined according to the laws of the place of administration. In no event shall this Trust be construed as a testamentary document. In no event shall this Trust be considered a reciprocal trust, or as having been made in consideration of any other trust.

16.7 **Enforceability**. If any provision of this Trust Agreement is unenforceable, the remaining provisions shall nevertheless be carried into effect.

EXECUTED THIS 6 day of Dec, 2007.

Ralph S Heiner
Ralph S. Heiner

State of Utah)
 : ss.
County of Salt Lake)

The foregoing Revocable Trust Agreement was subscribed and sworn to before me by Ralph S. Heiner, whose signature appears above on the 6 day of Dec, 2007.

J. Michael Gottfredson
NOTARY PUBLIC

Notary Public
MICHAEL GOTTFREDSON
1989 Browning Avenue
Salt Lake City, Utah 84108
My Commission Expires
July 27, 2011
State of Utah

ACCEPTANCE OF TRUSTEES

We agree to act as Trustees of the foregoing Revocable Trust Agreement of Ralph S. Heiner, and to be bound by the terms and conditions upon which the Trust Property is to be held, managed and disposed of by us as Trustees. We accept the Revocable Trust Agreement in all

particulars and acknowledge receipt of the Trust Property described in the attached Schedule "A".

Ralph S Heiner
Ralph S. Heiner, Trustee

Gwen R. Heiner
Gwen R. Heiner, Trustee

Dick R. Heiner
Dick R. Heiner, Trustee

FROM :

PHONE NO. : 3078832430

Nov. 24 2010 05:28AM P1

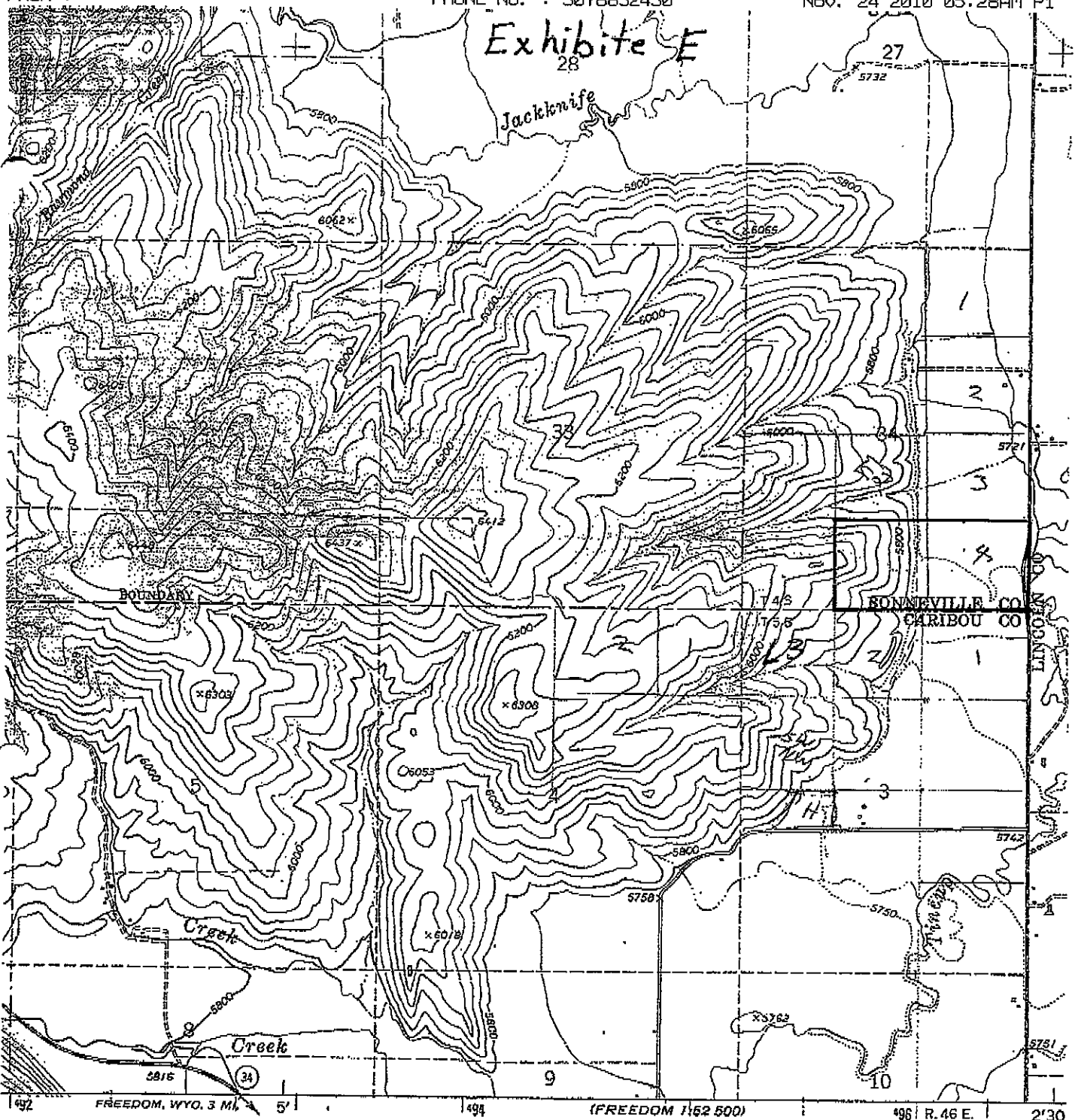
Exhibite E

28

Jackknife

27

5732



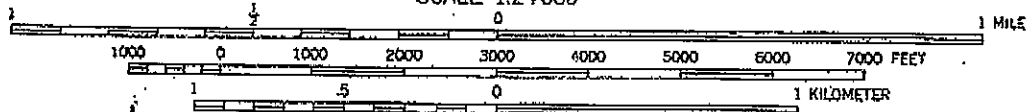
FREEDOM, WYO. 3 MI

(FREEDOM 1:52 500)
3789 1

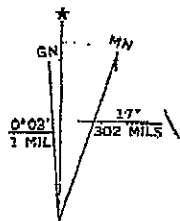
R. 46 E.

2'30

SCALE 1:24 000



CONTOUR INTERVAL 40 FEET
DOTTED LINES REPRESENT 10-FOOT CONTOURS
DATUM IS MEAN SEA LEVEL



TM GRID AND 1968 MAGNETIC NORTH
LINATION AT CENTER OF SHEET

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U.S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225, OR WASHINGTON, D. C. 2024
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

EXHIBITE E Ralph S Heiner Trust
Also known as item #1 on schedule C

Description Hal Heiner

Bonneville County Idaho

SE ¼ of the SW ¼ and G.L.O. Lot 4 of Section 34, T4S, R46E, Boise Meridian

TOGETHER WITH AND SUBJECT TO: All Easements, Exceptions, Restrictions, Reservations, Rights-of-Way, Improvements, including but not limited to those conditions of sight and of record.

TOGETHER WITH a sixteen foot (16') easement and right of way to and from the well and electrical source used to irrigate the above described property. This sixteen foot (16') easement and right of way includes the right to have electrical supply and pipelines on it to transport water from the well to the above described property. This sixteen foot (16') easement and right of way includes the right of ingress to and egress from the well and electrical source.

By accepting ownership of the above described property from Grantors, the Grantees agree to pay Grantees' proportionate share of all well expenses, costs of pumping water from the well, and repairs and replacement of the well and its parts, including the pump, pipe, electrical and other parts associated with the well.

TOGETHER WITH all waters and water rights appertaining thereto.

TOGETHER WITH all stock in irrigation companies whose water is used to irrigate the above described property, if any.

TOGETHER WITH all oil, gas, coal, mineral, and geothermal rights there unto appertaining.

EXHIBITE E Gwen R Heiner Trust
Also known as item #1 on schedule C

Description Hal Heiner

Bonneville County Idaho

SE ¼ of the SW ¼ and G.L.O. Lot 4 of Section 34, T4S, R46E, Boise Meridian

TOGETHER WITH AND SUBJECT TO: All Easements, Exceptions, Restrictions, Reservations, Rights-of-Way, Improvements, including but not limited to those conditions of sight and of record.

TOGETHER WITH a sixteen foot (16') easement and right of way to and from the well and electrical source used to irrigate the above described property. This sixteen foot (16') easement and right of way includes the right to have electrical supply and pipelines on it to transport water from the well to the above described property. This sixteen foot (16') easement and right of way includes the right of ingress to and egress from the well and electrical source.

By accepting ownership of the above described property from Grantors, the Grantees agree to pay Grantees' proportionate share of all well expenses, costs of pumping water from the well, and repairs and replacement of the well and its parts, including the pump, pipe, electrical and other parts associated with the well.

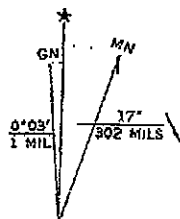
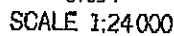
TOGETHER WITH all waters and water rights appertaining thereto.

TOGETHER WITH all stock in irrigation companies whose water is used to irrigate the above described property, if any.

TOGETHER WITH all oil, gas, coal, mineral, and geothermal rights there unto appertaining.

Nov. 24 2010 05:30AM P4

Jackknife



TM GRID AND 1965 MAGNETIC NORTH
LINATION AT CENTER OF SHEET

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U.S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225, OR WASHINGTON, D. C. 2024
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

EXHIBITE D Ralph S Heiner Trust
Also known as item #1 on schedule C

Description LaDell Heiner

Bonneville County Idaho

NE ¼ of the SW ¼ and G.L.O. Lot 3 of Section 34, T4S, R46E, Boise Meridian

TOGETHER WITH AND SUBJECT TO: All Easements, Exceptions, Restrictions, Reservations, Rights-of-Way, Improvements, including but not limited to those conditions of sight and of record.

TOGETHER WITH a sixteen foot (16') easement and right of way to and from the well and electrical source used to irrigate the above described property. This sixteen foot (16') easement and right of way includes the right to have electrical supply and pipelines on it to transport water from the well to the above described property. This sixteen foot (16') easement and right of way includes the right of ingress to and egress from the well and electrical source.

By accepting ownership of the above described property from Grantors, the Grantees agree to pay Grantees' proportionate share of all well expenses, costs of pumping water from the well, and repairs and replacement of the well and its parts, including the pump, pipe, electrical and other parts associated with the well.

TOGETHER WITH all waters and water rights appertaining thereto.

TOGETHER WITH all stock in irrigation companies whose water is used to irrigate the above described property, if any.

TOGETHER WITH all oil, gas, coal, mineral, and geothermal rights there unto appertaining.

EXHIBITE D Gwen R Heiner Trust
Also known as item #1 on schedule C

Description LaDell Heiner

Bonneville County Idaho

NE ¼ of the SW ¼ and G.L.O. Lot 3 of Section 34, T4S, R46E, Boise Meridian

TOGETHER WITH AND SUBJECT TO: All Easements, Exceptions, Restrictions, Reservations, Rights-of-Way, Improvements, including but not limited to those conditions of sight and of record.

TOGETHER WITH a sixteen foot (16') easement and right of way to and from the well and electrical source used to irrigate the above described property. This sixteen foot (16') easement and right of way includes the right to have electrical supply and pipelines on it to transport water from the well to the above described property. This sixteen foot (16') easement and right of way includes the right of ingress to and egress from the well and electrical source.

By accepting ownership of the above described property from Grantors, the Grantees agree to pay Grantees' proportionate share of all well expenses, costs of pumping water from the well, and repairs and replacement of the well and its parts, including the pump, pipe, electrical and other parts associated with the well.

TOGETHER WITH all waters and water rights appertaining thereto.

TOGETHER WITH all stock in irrigation companies whose water is used to irrigate the above described property, if any.

TOGETHER WITH all oil, gas, coal, mineral, and geothermal rights there unto appertaining.