

10/09

\$25 fee per permit

For Office Use Only

Receipt Amt \$

Receipt No. W039017

Date 2-28-11

✓ database updated
by DB 3-3-2011.

RECEIVED

FEB 28 2011

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF PERMIT

To change the ownership of a permit

I, James R. Wilson Trust, hereby assign to Gautam & Yavonna Komminani
Current Owner(s) New Owner(s)
of, 732 Country Place Drive, Unit C, Houston, TX 77079
Full address including city, state and ZIP Phone

All my right, title, and interest in and to Permit No(s). 78-12360 to appropriate
the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Permit Number(s):
_____, to appropriate the public waters of the State of Idaho.

Describe in detail the portion of the permit assigned, listing the number of acres in each 40 acre subdivision, point
of diversion location, and amount of the water in cubic feet per second.

Does the new permit holder own the property at the:

Point of Diversion? ☒ Yes ☐ No
Place of Use? ☒ Yes ☐ No

If no, describe the arrangement enabling the new owner to access the point of diversion and/or the
place of use: _____

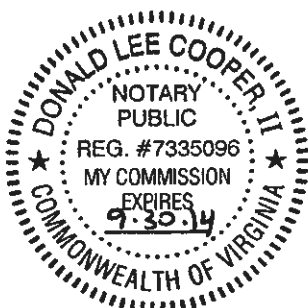
Made this 7th day of Feb, 20 11.

William Coleman Mann, Jr. Signature of Permit Holder Title (if applicable)
"Trustee". See attached
Certificate of Trust
Signature of Permit Holder Title (if applicable)

State of Idaho)
County of Powhatan)ss

On this 7th day of February, 20 11, personally appeared before me the signer(s) of the above
instrument, who duly acknowledged to me that he/she/they executed the same.

SEAL



Notary Public

My commission expires: Sept 30, 2014

WARRANTY DEED

For Value Received, THE JAMES R. WILSON TRUST dated August 1, 2009

the grantor does hereby grant, bargain, sell and convey unto
GAUTAM KOMMINANI and YAVONNA KOMMINANI, husband and wife

the grantees, whose current address is 732 Country Place Drive, Unit C, Houston, TX 77079

the following described premises, in Adams County, Idaho, to-wit:

COPY

SEE ATTACHED EXHIBIT 'A' MADE A PART HEREOF

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that it is the owner in fee simple of said premises; that they are free from all encumbrances excepting for all easements of record, rights of way, matters visible, and all matters of record and title and that they will warrant and defend the same from all lawful claims whatsoever.

Date: January 20, 2011

THE JAMES R. WILSON TRUST, dated
August 1, 2009

BY: William Coleman Mann, Jr. Trustee
WILLIAM COLEMAN MANN, JR., Trustee

STATE OF

Virginia

COUNTY OF

ss
Powhatan

On this 20th day of January, in the year of 2011, before me, a Notary Public in and for said State, personally appeared WILLIAM COLEMAN MANN, JR.
known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument as Trustee of THE JAMES R. WILSON TRUST dated August 1, 2009, and acknowledged to me he executed the same as such Trustee.

DEBRA L. MORAN
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #349961

My Commission Expires 10-31-12

Debra L. Moran
Notary Public

Residing at: Powhatan, VA

Commission expires: 10-31-12

#10-1283

Instrument # 121385

COUNCIL, ADAMS, IDAHO

1-24-2011

04:10:03 No. of Pages 2

Recorded for: TIMBERLINE TITLE & ESCROW

SHERRY WARD

Fee: 13.00

Ex-Officio Recorder Deputy

Index to: DEED

Sherry Ward

EXHIBIT 'A'

Township 21 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 2: All that part of the S1/2NW1/4 and the NE1/4SW1/4 of said section, township and range which is in Adams County and lying West of the Little Salmon River

EXCEPTING the following tracts of land:

Tract 1: All that part of the SE1/4NW1/4 of said section, township and range lying between the West bank of the Little Salmon River and the Easterly boundary line of U.S. Highway 95, as the same is established over and across said SE1/4NW1/4 pursuant to Highway Survey No. FAP 9-B Reop. 1939 (Book 22 page 89).

Tract 2: A tract of land in said SE1/4NW1/4 described as beginning at a point on the Westerly boundary line of U.S. Highway 95 as the same is now established pursuant to Highway Survey No. FAP 9-B, Reop. 1939, which point is designated as Survey Station 277-50;
Thence West and parallel to the North line of said SE1/4NW1/4 150 feet;
Thence Northerly and parallel to the Westerly line of the right-of-way of U.S. Highway 95, a distance of 365 feet;
Thence East and parallel to the North line of said SE1/4NW1/4 150 feet to the Westerly line of the said right-of-way;
Thence Southerly on the Westerly line of the right-of-way 365 feet to the REAL POINT OF BEGINNING. (Book 23 page 418)

Tract 3: A tract of land in the E1/2SW1/4 of said section, township and range described as beginning on the Westerly boundary line of U.S. Highway 95 at highway station (247.96.85);
Thence Westerly 230 feet;
Thence Northerly 945 feet to Trail Creek;
Thence Northeasterly along Trail Creek 294 feet, more or less, to a point that is 80 feet from the Westerly line of the right-of-way of U.S. Highway 95;
Thence Southerly and parallel to said right-of-way a distance of 80 feet;
Thence Easterly and parallel to Trail Creek a distance of 80 feet to a point on said right-of-way line;
Thence Southerly on the said right-of-way line 1085 feet to the REAL POINT OF BEGINNING. (Book 25 page 148)

Tract 4: All that part of said NE1/4SW1/4 lying between the Westerly bank of the Little Salmon River and the Easterly line of the right-of-way of U.S. Highway 95 as said Highway is now located over and across said NE1/4SW1/4 pursuant to Highway Survey No. FAP 9-B, Reop. 1939 (Book 21 page 425).

ALSO EXCEPTING the right-of-way of U.S. Highway 95 as it is now located and relocated under State of Idaho Project Nos. ST-4113(509) and ER-3110(117).

ALSO EXCEPTING all that part of the E1/2SW1/4 of Section 2, T21NR1EEM, Adams County, Idaho, lying South of the centerline of Trail Creek and West of the right-of-way for U.S. Highway No. 95.

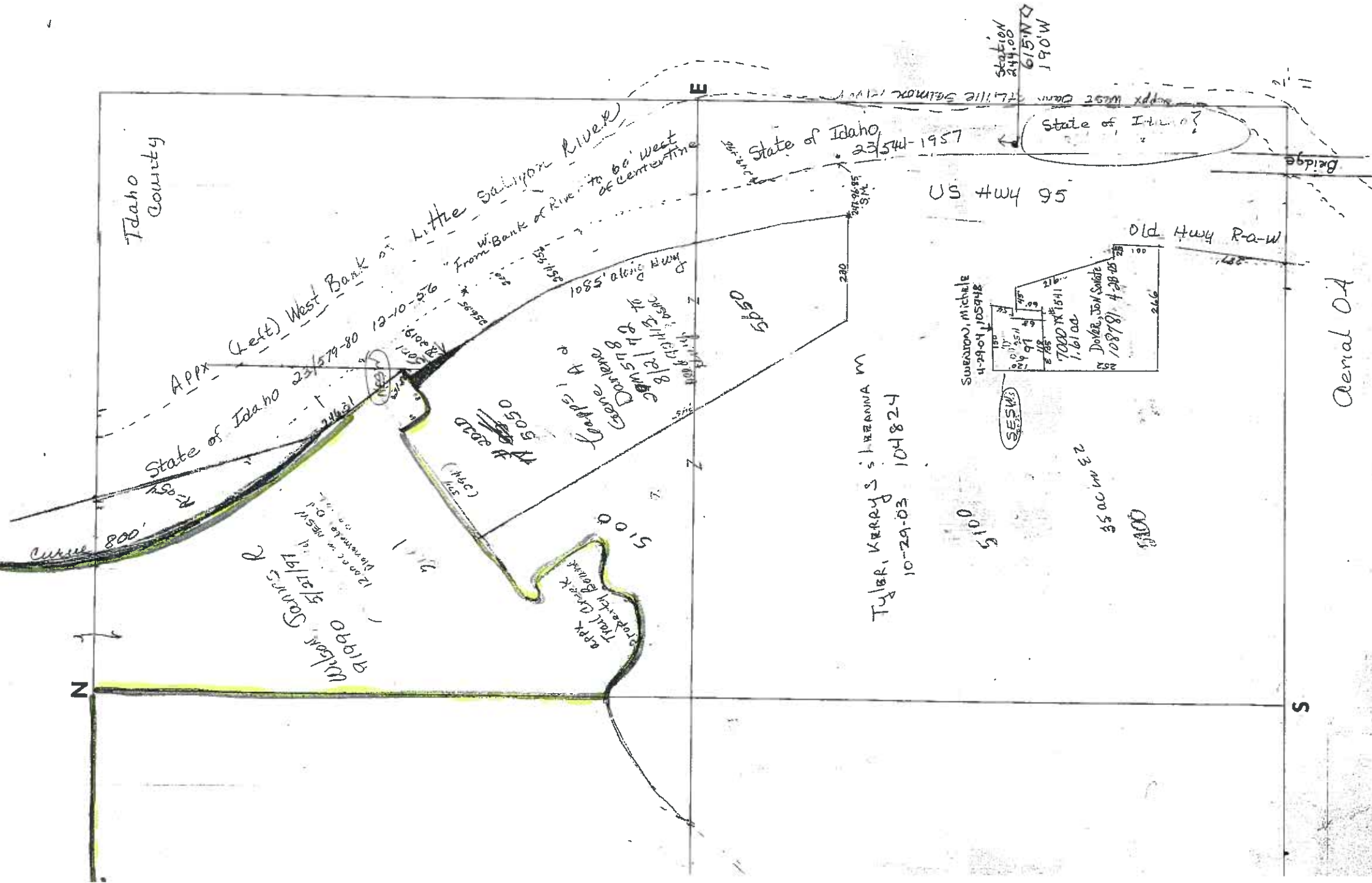
SWpic

TWP. 21

N. RGE.

1E...B.M.

Refer to old tax book pg.





Assignment:
78-12360

CERTIFICATE OF TRUST

The undersigned Trustee hereby certifies the following:

1. This Certificate of Trust refers to the James R. Wilson Trust under agreement dated August 1, 2009, made by James R. Wilson as Grantor.
2. James R. Wilson, the Grantor, died September 13, 2009.
3. The present Trustee of the Trust is William Coleman Mann, Jr., whose address is 2111 Woodman Oaks Lane, Powhatan, Virginia 23139.
4. James R. Wilson was unmarried at the time he made this Trust and at the time he conveyed the real estate described on Schedule A attached of Fidelity National Title Insurance Company File No. 37856.

The undersigned hereby certifies that the statements in this Certificate of Trust are true and correct.

Given under my hand this 26th day of July, 2010.

William Coleman Mann, Jr., Trustee of the
James R. Wilson Trust under agreement dated
August 1, 2009

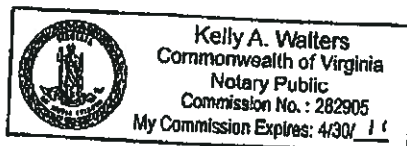
William Coleman Mann, Jr.

STATE OF Virginia
CITY/COUNTY OF Richmond, to-wit:

The foregoing instrument was acknowledged before me this 26th day of July, 2010, by William Coleman Mann, Jr., Trustee of the James R. Wilson Trust under agreement dated August 1, 2009.

My commission expires:

4/30/11



Kelly Walters
Notary Public

Received via E-mail 3/3/2011
From Title Co. (21 pgs.)

COMMONWEALTH OF VIRGINIA CERTIFIED COPY OF DEATH RECORD

COMMONWEALTH OF VIRGINIA - CERTIFICATE OF DEATH
DEPARTMENT OF HEALTH - DIVISION OF VITAL RECORDS - RICHMOND

COPY A

FOR DIVISION OF
VITAL RECORDS

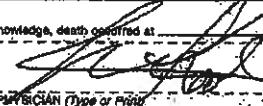
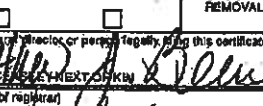
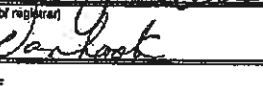
REGISTRATION
AREA NUMBER

222

CERTIFICATE
NUMBER

2184

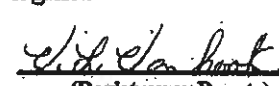
STATE FILE
NUMBER

DECEDENT		1. FULL NAME OF DECEDENT JAMES RUCKER WILSON						2. SEX ☒ male ☐ female	
		3. DATE OF DEATH SEPT 13 2009		4. AGE 65		IF UNDER 1 YEAR months days		IF UNDER 1 DAY hours minutes	
		5. DATE OF BIRTH FEB. 2, 1944						6. WAS DECEDENT EVER IN U.S. ARMED FORCES? ☐ yes ☒ no	
PLACE OF DEATH		7. NAME OF HOSPITAL OR INSTITUTION OF DEATH (if none, so state) VCU HEALTH SYSTEM MCY HOSPITALS AND PHYSICIANS						8. COUNTY OF DEATH (if independent city, leave blank) RICHMOND	
		9. CITY OR TOWN OF DEATH RICHMOND						10. STREET ADDRESS OR RT. NO. OF PLACE OF DEATH 1250 E. MARSHALL STREET	
USUAL RESIDENCE OF DECEDENT		11. STATE (OR FOREIGN COUNTRY) OF DECEDENT'S RESIDENCE VIRGINIA						12. COUNTY OF DECEDENT'S RESIDENCE (if independent city, leave blank) POWhatan	
		13. CITY OR TOWN OF RESIDENCE POWhatan						14. STREET ADDRESS OR RT. NO. OF RESIDENCE 2111 WOODMANN OAKS LANE	
								ZIP CODE 23139	
PERSONAL DATA OF DECEDENT		15. NAME OF DECEDENT'S FATHER ISAAC BAXTER WILSON						16. MOTHER NAME OF DECEDENT'S MOTHER AUDREY V. RUCKER	
		17. RACE OF DECEDENT WHITE		18. OF HISPANIC ORIGIN? Puerto Rican, etc. ☒ no ☐ yes		19. EDUCATION (Specify only highest grade completed) Elementary/Secondary (1-12) 10 College (1-4 or 5+) _____			
		20. CITIZEN OF WHAT COUNTRY USA		21. BIRTHPLACE (state or country) POWhatan, VA		22. NEVER MARRIED ☒ DIVORCED ☐ MARRIED ☐ WIDOWED ☐		23. IF MARRIED OR WIDOWED, NAME OF SPOUSE (if divorced leave blank)	
		24. SOCIAL SECURITY NUMBER 229-56-3657		25. USUAL OR LAST OCCUPATION CARPET INSTALLER		26. KIND OF BUSINESS OR INDUSTRY CONSTRUCTION		27. INFORMANT - OR SOURCE OF INFORMATION - RELATIONSHIP FAMILY RECORDS	
CAUSE OF DEATH		28. PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. IMMEDIATE CAUSE (Final disease or condition resulting in death) → (a) HYPERCAPNIC RESPIRATORY FAILURE Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST (b) PULMONARY FIBROSIS (c) _____ PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I. 28a. AUTOPSY? AUTHORIZED BY: ☐ yes ☒ no							
TO PHYSICIAN: Complete and sign medical certification (lines 28) and return both copies to funeral director as soon as possible after determination of cause.									
NOTE: If "pending" must be indicated, so state in part 1 and notify registrar of final decision as soon as possible.									
MEDICAL CERTIFICATION		28b. IF FEMALE, WAS THERE A PREGNANCY IN PAST 3 MONTHS? yes ☐ no ☐ unknown ☐							
		28c. TIME OF INJURY (mo.) (day) (year) A.M. P.M.		28d. INJURY OCCURRED while at work ☐ not while at work ☐		28e. PLACE OF INJURY (home, farm, factory, street, office bldg., etc.)		28f. (city or town) (county) (state)	
		28g. DESCRIBE HOW INJURY RELATING TO DEATH OCCURRED							
		28h. To the best of my knowledge, death occurred at 20:00 (a.m./p.m.) on the date and place and from the cause(s) stated.							
		ACTUAL SIGNATURE: 						DATE SIGNED: 9/13/09	
		NAME OF ATTENDING PHYSICIAN (Type or Print) J. E. KOOLA						ADDRESS OF ATTENDING PHYSICIAN MCY HOSPITALS AND PHYSICIANS RICHMOND, VA 23298	
FUNERAL DIRECTOR		29. BURIAL REMOVAL CREMATION ☒ ☐ ☐		30. PLACE OF BURIAL, REMOVAL, ETC. FINE CREEK BAPTIST CHURCH CEMETERY POWhatan, VA					
		31. Signature of funeral director or person legally filing this certificate 		NAME OF FUNERAL HOME AND ADDRESS BENNETT & BARDEN FUNERAL HOME P.O. BOX 245, POWhatan, VA, 23139					
REGISTRAR		32. Signature of registrar 		DATE RECORD FILED: 9-21-09					
		RESERVED FOR REGISTRAR'S USE							

This is to certify that this is a true and correct reproduction or abstract of the official record filed with the Richmond City Department of Public Health, Richmond, Virginia

Date Issued **September 21, 2009**

(Seal)


(Registrar or Deputy)

ANY REPRODUCTION OF THIS DOCUMENT IS PROHIBITED BY STATUTE. Do not accept unless it bears the impressed seal of The Commonwealth of Virginia. Clearly Affixed.

Section 32.1-272

IMPORTANT: Use black ink in tabular or print legible with ball point pen having black ink. This is a permanent record and subject to reproduction by microfilm and other photographic process.

MARRIAGE RESERVED FOR BINDING

VS 2704

JAMES R. WILSON TRUST

TRUST AGREEMENT, dated August 1, 2009, between James R. Wilson, of Powhatan County, Virginia ("Grantor"), and James R. Wilson and William Coleman Mann, Jr., both of Powhatan County, Virginia, as Trustees ("Trustees").

ARTICLE I

Declaration and Creation of Trust

The Grantor, desiring to establish a trust, has declared himself and William Coleman Mann, Jr., to be the Trustees of certain assets and designated himself and William Coleman Mann, Jr., as the Trustees to be beneficiaries of certain financial accounts all as may be itemized on the Schedule attached hereto. The Grantor may designate the Trustees as beneficiaries of additional accounts, and may transfer other assets to the Trustees. All assets received by the Trustees hereunder shall be administered by them in accordance with the terms of this agreement.

ARTICLE II

Dispositive Provisions

A. If at any time during the lifetime of the Grantor, securities or other income producing assets shall be held in the trust estate, the Trustees shall pay the net income of the trust estate to him together with any principal he may request; and during any period when the Grantor shall be incapacitated and unable to serve as Trustee, the Remaining Trustee (hereinafter "Trustee") shall be authorized to pay to the Grantor so much of the income and principal of the trust estate as the Trustee in his discretion may deem necessary or proper in order to provide for Grantor's support, maintenance or health needs or for the discharge of the obligations of the Grantor.

B. If, at the death of the Grantor, the assets passing under his last will and testament are insufficient to pay, without resort to the Grantor's tangible personal property or the real estate constituting the Grantor's residence, all the Grantor's debts, his funeral expenses, all cash legacies provided for in the Grantor's will (including all codicils thereto), all the costs of administration of the Grantor's estate, and all estate and inheritance taxes which are payable out of the estate passing under the Grantor's last will and testament, then the Trustee may, in the Trustee's sole discretion and without obligation, pay out of the trust estate to the Grantor's personal representative an amount that, when added to the funds available to the Grantor's personal representative from property passing under his will other than his tangible personal property and the real estate constituting the Grantor's residence, will be sufficient to pay in full all such debts, expenses, legacies, costs and taxes; provided, however, that the Trustees shall segregate any Qualified Benefits received by them and apply the same to such purposes only after all other assets of the trust estate have been exhausted. In determining the amount to be paid under this paragraph B, the Trustee may rely conclusively upon the certificate of the Grantor's personal representative as to the amount which should be so paid by the Trustee and there shall be no obligation upon the Trustee to make any payment under this paragraph B after the Grantor's personal representative shall have certified to the Trustee that to the best of the personal representative's information, knowledge and belief all such debts, expenses, legacies, costs and taxes have been paid in full or after the Grantor's personal representative shall have filed its final account for settlement.

C. As of the death of the Grantor (and after taking into account any payment required to be made pursuant to the foregoing paragraph B), the Trustee shall:

1. If L. L. Pleasants is then living, and Grantor has not given this vehicle to him during his life, the Trustee shall distribute to him Grantor's 1993 Dodge truck.

2. The Trustee shall distribute the Trust remaining after any payments or distributions set forth above fifty percent (50%) to William Coleman Mann, Jr., if he is then living and otherwise to his then living descendants, *per stirpes* and fifty percent (50%) to Wayne Morris, if he is then living and otherwise to his then living descendants, *per stirpes*.

ARTICLE III

Takers in Default

If upon Grantor's death, or upon the date of termination of any separate trust estate held pursuant to the provisions of this agreement, there shall be living no beneficiary designated to take the Trust or such separate trust estate, as the case may be, then the Trustee shall distribute whatever remains thereof in the hands of the Trustee to such persons as would have been entitled to receive it and in the same proportions as they would have taken under the Statute of Distributions of Virginia if Grantor had then died intestate, unmarried, and a resident of Virginia and possessed only of personal property.

ARTICLE IV

Provisions for the Shares of Certain Beneficiaries

Notwithstanding any of the foregoing provisions of this agreement, whenever any share of a trust estate shall vest in absolute ownership in a person who is under the age of twenty-one years, the Trustee may retain the share (including all assets thereof, real or personal) upon a separate trust for the benefit of such person in accordance with the authority, power and discretion vested in the Trustee under this agreement, and the Trustee shall be authorized to pay to the beneficiary so much of the income and principal thereof as the Trustee in his discretion

may deem necessary or proper from time to time in order to provide for the support, maintenance, education (including higher education) or needs of the beneficiary, until he or she shall attain the age of twenty-one years or shall sooner die, when whatever remains of the beneficiary's share shall be distributed to him or her or the personal representative of his or her estate, as the case may be, and, in the latter case, to be administered and distributed by the personal representative as a portion of such estate.

The Trustee may also distribute any interest vesting in a beneficiary under age twenty-one to a custodian under the Virginia Uniform Transfers to Minors Act (21).

The provisions of this Article shall not prevent the absolute vesting of the share in the beneficiary.

ARTICLE V

Provisions Relating to Policies

A. The Grantor shall pay all premiums, assessments and other charges required to continue any policies of life insurance payable to the Trustee hereunder in force, and the Trustee shall be under no duty or obligation to pay any of these charges, or to keep herself informed with respect to them, or as to the performance of any act necessary to keep the policies in force. Upon being informed of the death of the Grantor, the Trustee shall use her best efforts to collect the proceeds from all policies payable to the Trustee hereunder and, for this purpose, the Trustee is authorized to execute all receipts and releases required by the insurance companies concerned.

B. Should any insurance policies upon the Grantor's life be payable to the Trustee as beneficiary at the Grantor's death though not specifically enumerated herein, the Trustee, upon being informed of the death of the Grantor and of the existence of such policies, shall collect the proceeds thereof, which proceeds shall thereupon become a part of the trust estate and shall be

held and administered in accordance with all of the provisions of this agreement as fully as if such policies had been specifically mentioned herein.

C. The right is reserved to the Grantor during his lifetime, without the consent of the Trustee or of any beneficiary under this agreement, to change the beneficiary of any policy payable to the Trustee hereunder; to sell, assign or hypothecate the policies; to exercise any option or privilege granted in any of the policies; to borrow money in accordance with the provisions of the policies; and to receive all payments, dividends, surrender values, proceeds of matured endowments, benefits or privileges of any kind which may accrue under the terms of any of the policies during the lifetime of the Grantor; it being agreed that this instrument shall be in effect as to the proceeds of the policies after deduction of all charges against said policies by way of advances, loans or otherwise.

ARTICLE VI

Rights Reserved to the Grantor and Others

A. The Grantor reserves for herself and for any other person the right to designate the Trustee as beneficiary of policies of insurance, and also to assign, transfer, convey, devise, bequeath and deliver to the Trustee other assets (acceptable to the Trustee), to be held and disposed of as a part of the trust estate in accordance with the provisions of this agreement. Any asset transferred to the Trustee hereunder by a person other than the Grantor may be withdrawn by such other person at any time during his or her lifetime, and the Trustee, so that this may be accomplished, shall segregate the principal assets so transferred for accounting purposes, but not necessarily physically.

B. The right is reserved to the Grantor during his lifetime, by written instrument (other than a will) delivered to the Trustee, to revoke and annul this agreement either in whole or

in part and to modify the terms in any respect, except insofar as they relate to the duties or responsibilities of the Trustee or the compensation of any corporate Trustee, which shall not be changed without her or its consent. On written demand of the Grantor, the Trustee shall deliver or transfer to him any or all policies or other assets deposited or transferred by the Grantor and held under the terms of this agreement. Grantor authorizes his attorney-in-fact under any power of attorney made by Grantor (and any conservator or guardian of the Grantor if there is no such attorney-in-fact) to revoke or amend this agreement, in whole or in part, or to direct the distribution of trust property during any period when the Grantor is determined by the Trustee, in the exercise of their discretion, to be incapacitated.

ARTICLE VII

Fiduciary Powers and Administrative Provisions

A. In addition to, and not in limitation of, all authority, power and discretion granted by applicable law, including those set forth in §§ 55-548.15 and 55-548.16 of the Code of Virginia, the Trustee shall have and may exercise all of the powers set forth in § 64.1-57 of the Code of Virginia as in force at the time of execution of this agreement and as hereafter broadened by amendment to that code section, and such powers are by this reference incorporated herein. In addition to such powers, and not by way of limitation, the Trustee shall have the specific power and authority to: (i) hold, invest and reinvest the assets of any trust estate in interests in partnerships, general or limited; (ii) hold, invest and reinvest the assets of any trust estate in certificates of deposit, investment or savings certificates or other obligations of any corporate Trustee; and (iii) consolidate or commingle for investment purposes any of the separate shares of the Trust, or otherwise invest in any asset in which another trust estate may hold undivided interest. So long as William Coleman Mann, Jr., is serving as a co-Trustee

hereunder with James R. Wilson, he may make any and all investment decisions and carry out any of the powers granted the Trustee hereunder, including the sale and encumbering of real estate interests of the Trust, acting alone and without the need for the consent of or notice to the Grantor or any other co-Trustee hereunder.

B. The Trustee is specifically authorized to purchase from the personal representative of the estate of the Grantor, whether or not the Trustee is also a personal representative of his estate, such assets of the estate as the Trustee may deem appropriate, at such prices as the Trustee may deem reasonable, and to lend money to the personal representative of the Grantor's estate for the purpose of facilitating its administration, on such terms as the Trustee shall deem appropriate, but Qualified Benefits shall be used for such purposes only after all other assets in the trust estate have been exhausted.

C. To the extent permitted by law, (1) all the assets held by the Trustee in each separate trust estate established hereunder, shall be held on the condition that neither the principal nor the income thereof shall be liable for the debts of any beneficiary, nor subject to alienation or anticipation by him or her, nor to attachment, garnishment or sequestration by his or her creditors or any of them, nor to any voluntary or involuntary transfer by any beneficiary, and (2) in the event that any creditors shall attempt to attach, garnishee or sequester such interest, the Trustee, so long as such effort on the part of such creditor continues, instead of paying the income or principal to the particular beneficiary, shall apply the same to his or her support and maintenance, each such trust to be a "spendthrift trust" as provided by § 55-545.02 of the Code of Virginia (1950), as amended.

D. Upon the termination of a beneficiary's right to receive income from all or a portion of the Trust, income accrued or received, but not yet distributed to such beneficiary,

subject to any charges or advances against it, shall be distributed to the succeeding beneficiary or beneficiaries.

E. Notwithstanding anything herein to the contrary, in the event that, at any time, the principal of the Trust (or any share thereof, if the Trust shall have been divided into shares) shall be of such value that, in the opinion of the Trustee, the administration expenses of holding the assets contained therein in trust is not justified, the Trustee, in her absolute discretion, is authorized to distribute the same to the then income beneficiary or beneficiaries, *per stirpes*, of the Trust or such share, as the case may be.

F. Merger. The Trustees may merge or consolidate for administrative purposes any trust under this agreement with any other trust made by Grantor having the same Trustee and substantially the same dispositive provisions and without notice to or approval by any beneficiary of such trusts. The Trustee may also divide this Trust or any separate trust created or arising hereunder into two or more separate trusts without notice to or approval by any beneficiary if the Trustee determines that the result does not materially impair the rights of any beneficiary or adversely affect the achievement of the purposes of the Trust.

G. Fiduciary Discretion. The powers and discretion granted to the Trustee are exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. Any discretionary distribution to a beneficiary of any trust arising hereunder who is also serving as a Trustee of such trust shall be made in the sole discretion of the Trustee other than said beneficiary who shall have no voice with respect thereto. The Trustee may make discretionary payments to the beneficiaries of any trust in unequal shares and may, but shall not be required to, consider other resources available to any beneficiary. The Trustee may make tax elections

without regard to the relative interests of any beneficiaries and may, but shall not be required to, make equitable adjustments among beneficiaries.

H. Waiver of Application of Virginia Rule Against Perpetuities. Grantor waives the application of Virginia's Rule Against Perpetuities to this Trust and to each separate trust created or arising hereunder and directs that such Rule shall not apply in any way to this Trust or to any such separate trust.

I. Transfer of Administration. The Trustee may transfer the principal place of administration of the Trust (or any separate trust arising hereunder) to another state or to a jurisdiction outside of the United States that the Trustee determines in the exercise of her discretion to be appropriate for the trust's purpose, its administration, and the interests of the beneficiaries. The Trustee shall notify qualified beneficiaries (as defined in the Uniform Trust Code [§ 55-541.01 *et seq.*, Code of Virginia (1950), as amended]) in accordance with § 55-541.08 thereof but the authority of the Trustee to effect such transfer shall not be affected by any objection raised by any trust beneficiary.

J. Duty to Inform. The Trustee's duty to inform and report as set forth in § 55-548.13 of the Virginia Code shall be limited and shall apply only to the current income beneficiary of this Trust and of each separate trust created or arising hereunder and not to all qualified or non-qualified beneficiaries as otherwise provided by said code section. If the Trust or such separate trust has no mandatory income-beneficiary, the Trustee's duty to inform and report shall be limited to Grantor's children who are residuary beneficiaries of such trust, if any, and otherwise to each grandchild of the Grantor who is a beneficiary of such trust.

ARTICLE VIII

Compensation of Trustee

The Grantor, as an initial individual Trustee hereunder, agrees to serve as such without compensation. Each other individual serving as a Trustee hereunder shall be entitled to reasonable compensation from the trust for his or her services as Trustee. For its services as Trustee hereunder, any successor corporate or professional Trustee shall be entitled to receive the same compensation for which it would be willing to perform like services for others at the time such services are rendered, as evidenced by its published fee schedule then in effect or in the case of an accountant or lawyer, at the same hourly rate at which she or he would be willing to perform similar services for others at the time such services are rendered.

ARTICLE IX

Substitute Individual Trustee

In the event that James R. Wilson shall resign, become incapacitated or otherwise become unable or be unwilling to act as a Trustee, William Coleman Mann, Jr., shall serve as sole Trustee hereunder without the need for the appointment of any successor Trustee. Should William Coleman Mann, Jr., die, resign, become unable or be unwilling to act as a Trustee hereunder, Grantor appoints Wayne Morris, to be Successor Trustee hereunder, to serve as co-Trustee with James R. Wilson if he is then serving as a Trustee hereunder, with all of the same powers and authority as though originally a named Trustee herein.

ARTICLE X

Resignation and Succession of Trustee

A. Resignation of Trustee. Any Trustee may resign as Trustee by written notice to the adult beneficiaries authorized to receive trust income and the parents or other adult persons

responsible for any minor beneficiaries authorized to receive trust income. The resignation shall be effective upon written acceptance of appointment of a successor Trustee.

B. Successor Corporate or Professional Trustee. If all of the Trustees herein named resign or cease to serve and no successor named in Article IX is then able or willing to serve as successor Trustee hereunder, a majority of the adult beneficiaries authorized to receive trust income, or if there are none, a majority of the parents or other adult persons responsible for any minor beneficiaries authorized to receive trust income, may appoint any bank or trust company having trust powers or incorporated law firm, certified public accountant or member of the Virginia State Bar as successor corporate or professional Trustee. The appointment shall be effective upon written acceptance of fiduciary duties by the successor corporate or professional Trustee. If no successor Trustee is so appointed, a successor Trustee may be appointed as provided by law upon application of the resigning Trustee or any beneficiary.

C. Removal of Trustee. After the Grantor's death, a majority of adult beneficiaries authorized to receive trust income, or if there are none, a majority of the parents or other adult persons responsible for any minor beneficiaries authorized to receive trust income, may remove any corporate or professional Trustee effective upon the appointment of a successor corporate or professional Trustee as provided in paragraph B above.

D. Actions of Predecessor. No Trustee serving under this Agreement shall be responsible for or required to inquire into any fiduciary actions occurring before such Trustee's appointment.

ARTICLE XI

Definitions and Miscellaneous Provisions

A. Certain Definitions. As used in this agreement and unless the context otherwise requires, these terms shall have these meanings:

1. descendant, descendants: Lawful descendants of the bloodline as well as descendants by or through legal adoption.
2. pay to: Any direction or authorization to pay income or principal to any person shall, if the person is under the age of legal majority or mentally or physically incapable (in the opinion of the Trustee) of receiving or caring for such funds, be deemed a direction or authorization, as the case may be: (a) in the case of a minor beneficiary, to pay such funds to the parents or a parent of the beneficiary or to any other individual who may have the care and custody of his or her person, without responsibility upon the Trustee to see to the proper application of any funds so paid, (b) in any case, to expend or apply such funds for the benefit of the beneficiary, without the necessity of or the intervention of a guardian or committee, and (c) in any case, to accumulate all or any part of such income for subsequent payment to or for the benefit of the beneficiary.
3. survive: Any person who fails to survive the Grantor by 120 hours shall be deemed for all purposes hereunder to have predeceased the Grantor.
4. Qualified Benefits: Sums received by the Trustee as payments attributable to (a) any death benefits paid by an employer which are not includable in the Grantor's gross estate for federal estate tax purposes, (b) an employer's contribution under a qualified employees' annuity, pension, profit-sharing or stock bonus plan (other than a lump sum distribution thereunder), or payments attributable to tax deductible contributions (or to rollover

contributions) to an individual retirement account, annuity or bond (other than a lump sum distribution thereunder and, in the case of an individual retirement annuity, other than payments extending for less than thirty-six months).

B. Construction of Terms. Where appropriate to the context, pronouns or terms expressed in one number and gender shall be deemed to include the other number and genders. Reference to transfer taxes shall include gift, estate, inheritance and similar taxes, as well as generation-skipping transfer taxes. Tax-related terms shall be construed in the context of the federal revenue laws in effect at Grantor's death.

C. This agreement has been made and entered into and the trust estate has been or will be delivered to the Trustee in the Commonwealth of Virginia, and all questions pertaining to the validity, construction and administration of this agreement and the trust estate shall be determined in accordance with the laws of the Commonwealth of Virginia.

D. The underlined headings herein are for convenience only and shall not affect the interpretation of this agreement.

E. This agreement is being executed in two counterparts, each of which is an original and both of which collectively constitute but one instrument.

F. This agreement may be referred to as the James R. Wilson Trust.

IN WITNESS WHEREOF, James R. Wilson has hereunto set his hand and seal and, in evidence of their acceptance of the trusts herein set out and their undertaking to perform the conditions of this agreement, James R. Wilson and William Coleman Mann, Jr., have hereunto set their hands and seals as trustee, all as of the date and year first above written.

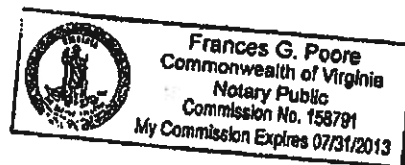
James R. Wilson [SEAL]
James R. Wilson, as Grantor and as Trustee

William Coleman Mann, Jr. [SEAL]
William Coleman Mann, Jr., Trustee

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Powhatan, to-wit:

The foregoing instrument was acknowledged before me this 20 day of August, 2009, by James R. Wilson.

Frances G. Poore
Notary Public



JAMES R. WILSON TRUST

Schedule of Assets

1. Real Estate:

- a. Tracts of land in Adams County, Idaho, more particularly described in First American Title Policy #J-663456;
- b. Three parcels totaling 61 acres $\pm$ in Buckingham County, Virginia, on north side Route 617.

This Document Prepared by
(and after recording return to)
Bruce L. Mertens, Esq.
Sands Anderson Marks & Miller
P.O. Box 1998
Richmond, VA 23218-1998
(804) 783-7203
(800) 296-1636

Instrument # 118970

COUNCIL, ADAMS, IDAHO

8-31-2008 03:34:37 No. of Pages: 4

Recorded for: BRUCE L MERTENS

SHERRY WARD Fee: 12.00

Ex-Officio Recorder Deputy

Index to: DEED

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THIS WARRANTY DEED OF GIFT

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, and to provide additional assets to the Grantee, a revocable living trust ("Living Trust") created by the Grantor and a trustee and the beneficiary of which is the Grantor, the Grantor James R. Wilson, unmarried (the "Grantor"), does hereby grant, bargain, give and convey unto William Coleman Mann, Jr., and James R. Wilson, as Trustees of the James R. Wilson Trust dated August 1, 2009 (the "Grantee"), subject to such matters as hereinafter set forth with General Warranty, in fee simple, the following described parcel of real property (the "Property"), together with all improvements located thereon, lying and being in the County of Adams, State of Idaho, to-wit:

Township 21 North, Range 1 East, Boise Meridian, Adams County, Idaho Section
2: All that part of the SE1/4NW1/4 and the NE1/4SW1/4 of said section, township
and range which is in Adams County and lying West of the Little Salmon River

EXCEPTING the following tracts of land:

Tract 1: All that part of the SE1/4NW1/4 of said section, township and range
lying between the West bank of the Little Salmon River and the Easterly

boundary line of U.S. Highway 95, as the same is established over and across said SE1/4NW1/4 pursuant to Highway Survey No. FAP 9-B Reop. 1939 (Book 22 page 89).

Tract 2: A tract of land in said SE1/4NW1/4 described as beginning at a point on the Westerly boundary line of U.S. Highway 95 as the same is now established pursuant to Highway Survey No. FAP 9-B, Reop. 1939, which point is designated as Survey Station 277-50;

Thence West and parallel to the North line of said SE1/4NW1/4 150 feet;

Thence Northerly and parallel to the Westerly line of the right-of-way of U.S. Highway 95, a distance of 365 feet;

Thence East and parallel to the North line of said SE1/4NW1/4 150 feet to the Westerly line of the said right-of-way;

Thence Southerly on the Westerly line of the right-of-way 365 feet to the REAL POINT OF BEGINNING. (Book 23 page 418)

Tract 3: A tract of land in the E1/2SW1/4 of said section, township and range described as beginning on the Westerly boundary line of U.S. Highway 95 at highway station (247.96.85);

Thence Westerly 230 feet;

Thence Northerly 945 feet to Trail Creek;

Thence Northeasterly along Trail Creek 294 feet, more or less, to a point that is 80 feet from the Westerly line of the right-of-way of U.S. Highway 95;

Thence Southerly and parallel to said right-of-way a distance of 80 feet;

Thence Easterly and parallel to Trail Creek a distance of 80 feet to a point on said right-of-way line;

Thence Southerly on the said right-of-way line 1085 feet to the REAL POINT OF BEGINNING. (Book 25 page 148)

Tract 4: All that part of said NE1/4SW1/4 lying between the Westerly bank of the Little Salmon River and the Easterly line of the right-of-way of U.S. Highway 95 as said Highway is now located over and across said NE1/4SW1/4 pursuant to Highway Survey No. FAP 9-B, Reop. 1939 (Book 21 page 425).

ALSO EXCEPTING the right-of-way of U.S. Highway 95 as it is now located and relocated under State of Idaho Project No. ST-4113(509). → ER-3110(117)

ALSO EXCEPTING all that part of the E1/2SW1/4 of Section 2, T21NR1EBM, Adams County, Idaho, lying South of the centerline of Trail Creek and West of the right-of-way for U.S. Highway No. 95.

This conveyance is made subject to all easements, covenants, restrictions, agreements and conditions of record and legally applicable to the Property.

TO HAVE AND TO HOLD same unto Grantee and unto Grantee's assigns forever, with all appurtenances thereto belonging.

Grantor and Grantor's heirs, personal representatives, executors and assigns forever hereby covenant with Grantee that Grantor is lawfully seized in fee simple of said premises, that the premises are free from all encumbrances, unless otherwise noted above; that Grantor has a good right to sell and convey the same as aforesaid; and forever warrants and defends the title to said lands against all claims whatever.

Taxes for the year 2009 shall be paid by Grantee.

The property herein conveyed is not a part of the homestead of Grantor.

No party dealing with the Trustee in relation to the property in any manner whatsoever, and no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obligated (1) to see to the application of any purchase money, rent or any money borrowed or otherwise advanced on the Property; (2) to see that the terms of the Living Trust have been complied with; (3) to inquire into the authority, necessity or expediency of any act of the Trustee; or (4) to be privileged to inquire into any of the terms of the Living Trust.

Every deed, mortgage, lease, note, deed of trust or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of any person claiming any right, title or interest thereunder: (1) that at the time of delivery thereof the Trust created thereby was in full force and effect; (2) that such instrument was executed in accordance with the terms and conditions of the Living Trust and all amendments thereto; (3) that the Trustee was duly authorized and empowered to execute and deliver every such instrument; (4) if a conveyance has been made to a successor or successors in trust, that such successor or successors

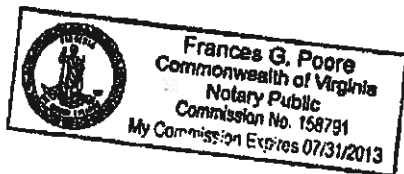
have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his, her, or their predecessors in trust. While both Trustees above named are serving hereunder, William Coleman Mann, Jr., may sell, convey, transfer, give or encumber, any of the assets of the Living Trust, including the Property, acting alone and without the need to give notice to or obtain consent from any co-Trustee. In the event William Coleman Mann, Jr., resigns as Trustee or dies or becomes incapacitated and unable to serve as Trustee of the Living Trust, Wayne Morris is named successor Trustee of the Living Trust.

WITNESS the following signature and seals on this 20 of August, 2009.

James R. Wilson (SEAL)
James R. Wilson

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Powhatan, to-wit:

On this 20 day of August, 2009, before me, Frances G. Poore,
a Notary Public, personally appeared James R. Wilson, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Frances G. Poore
Notary Public
My commission expires: 7/31/2013
Printed Name: FRANCES G POORE

Grantor's Name, Address and Phone:

James R. Wilson
2111 Woodman Oaks Lane
Powhatan, VA 23139

Grantee's Name, Address and Phone:

William Coleman Mann, Jr., Trustee
2111 Woodman Oaks Lane
Powhatan, VA 23139

SEND TAX STATEMENTS TO GRANTEE