

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

✓ **RECEIVED**

MAY 21 2025

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP DEPT. OF WATER RESOURCES
SOUTHERN REGION

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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
71-33-C	Yes ☐	Yes ☐		Yes ☐	Yes ☐
71-34-E	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Mark T. and Patricia A. Nickum
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Christian Nickum Gift Trust
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- P.O. Box 626 Hailey ID 83333
Mailing address City State Zip
- (208) 728-6272 cnickum@rockymountainhardware.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur? see gift deed
☒ 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: December 31, 2020
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
 o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. 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):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: x Christian Nickum Trustee 5/18/25
 Signature of new owner/claimant Title, if applicable Date
Christian Nickum
 Print name

SUPPORT DATA

IN FILE # 71-33C

Signature: _____
 Signature of new owner/claimant Title, if applicable Date

 Print name

Received by SG Date 5-21-2025 For IDWR Office Use Only: Receipt No. 5040646 Receipt Amt. \$50-

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by _____ Processed by DM Date 7-23-2025

Recording Requested By And
When Recorded Mail To:

Nicholas S. Marshall
Ahrens DeAngeli Law Group LLP
P.O. Box 9500
Boise, Idaho 83707-9500

Gift Deed

This instrument is made effective the 31st day of December, 2020, between Mark T. Nickum and Patricia A. Nickum, husband and wife, "Donors," and Christian M. Nickum, in his capacity as trustee of the Christian Nickum Gift Trust, U/T/A dated December 23, 2020 (the "Christian Nickum Gift Trust"), whose address is P.O. Box 626, Hailey, ID 83333, and Megan A. Stevenson, in her capacity as trustee of the Nickum MS Gift Trust, U/T/A dated December 23, 2020 (the "Nickum MS Gift Trust"), whose address is P.O. Box 3322, Hailey, ID 83333 "Donees."

WITNESSETH:

→ see #4

The Donors desire to make a gift to the Donees and do, therefore, hereby give, transfer and convey unto the Christian Nickum Gift Trust as to an undivided 1/3 (one-third) interest and unto the Nickum MS Gift Trust as to an undivided 1/3 (one-third) interest, the right, title and interest which the Donors now have or may hereafter acquire in the following described real property, located at 875 Shaw Mesa Drive, situated in Custer County, State of Idaho, more particularly described as follows:

LOTS 4, 5, 6, 7, 9, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 37 AND 38 WHITE CLOUD SUBDIVISION NO. 1, CUSTER COUNTY, IDAHO ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF CUSTER COUNTY, IDAHO.



ALSO:

LOT 29 OF WHITE CLOUD SUBDIVISION NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF CUSTER COUNTY, IDAHO.

EXCEPTING THEREFROM THE NORTHERLY 16 FEET OF SAID LOT 29 THEREOF.

TOGETHER WITH the following described water rights:

Water Rights No. 71-0033C and 71-00034E

TOGETHER WITH all improvements, easements, hereditaments and appurtenances thereto, and all tenements, reversions, remainders, rights-of-way and water rights in anywise appertaining to the property herein described.

SUBJECT TO taxes and assessments for the year 2021 and all subsequent years, and to such rights, easements, liens, encumbrances, covenants, rights-of-way, reservations, restrictions and zoning regulations as appear of record or based upon the premises, and to any state of facts an accurate survey or inspection of the premises would show.

The Donees shall have equal undivided interests, as tenants in common, in the property described in this conveyance.

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

Patricia Ann Nickum

Signed on 2020/12/22 12:52:52 -8:00

Patricia A. Nickum

Patricia Ann Nickum

Signed on 2020/12/22 12:52:52 -8:00

Mark T. Nickum

By: Patricia A. Nickum as Attorney-in-Fact for Mark
T. Nickum

“Donors”



In accordance with paragraph 2.1.iii of Mark T. Nickum's General Power of Attorney dated September 26, 2007, we, Christian M. Nickum and Megan A. Stevenson who are all of Mark T. Nickum's children (living and deceased), hereby ratify and consent to the gift of Mark T. Nickum's interests in the above-described real property.

Christian Nickum

Signed on 2009-12-23 17:52:56 -8:00

Christian M. Nickum

Megan Stevenson

Signed on 2009-12-23 17:52:59 -8:00

Megan A. Stevenson



Order No. 53618

WARRANTY DEED

FOR VALUE RECEIVED

SHARLENE K. STAHL, TRUSTEE OF THE SHARLENE K. STAHL TRUST

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

MARK T. NICKUM and PATRICIA A. NICKUM, husband and wife

GRANTEE(s) whose address is: **P.O. Box 1565, Hailey, ID 83333**

the following described real property in **Custer** County, Idaho, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH THE FOLLOWING DESCRIBED WATER RIGHTS:

Water Rights No. 71-0033C and 71-00034E

0228277

Custer County Reg. of

Amerititle

Time 12:55 PM Date 11/24/2003

Ethel M. Peck, Clerk

Lisa Baker

Deputy

\$ 6.00

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: November 20, 2003

Sharlene K. Stahl, Trustee
SHARLENE K. STAHL, TRUSTEE

State of Idaho

County of Ada

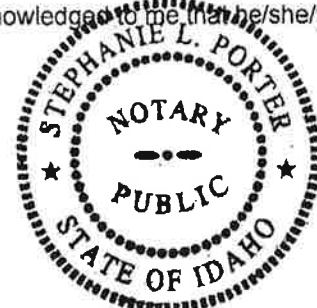
On this 20 day of November, in the year 2003, before me, the undersigned, personally appeared **SHARLENE K. STAHL, TRUSTEE**, known or identified to me to be the person(s) whose name is/are subscribed to the within instrument as trustee(s) of the **SHARLENE K. STAHL TRUST** and acknowledged to me that he/she/they executed the same as such trustee(s).

WITNESS my hand and official seal

Stephanie L. Porter

Notary Public

Commission Expires: 9-19-07



**LEGAL DESCRIPTION
EXHIBIT 'A'**

LOTS 4, 5, 6, 7, 9, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 37 AND 38 WHITE CLOUD SUBDIVISION NO. 1, CUSTER COUNTY, IDAHO ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF CUSTER COUNTY, IDAHO.

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EXCEPTING THEREFROM THE NORTHERLY 16 FEET OF SAID LOT 29 THEREOF.



Christian Nickum Gift Trust - FINAL.PDF

DocVerify ID: 38BDF508-0696-4BE3-8997-8482740CFC2D

Created: December 23, 2020 10:16:43 -8:00

Pages: 63

Remote Notary: Yes / State: ID

E-Signature Summary

Signer 1: Patricia Ann Nickum (pn)

December 23, 2020 12:32:54 -8:00 [2A378D7B1E12] [76.88.179.251]
pnickum@rockymountainhardware.com (ID Verified)

Signer 2: Christian Nickum (CN)

December 23, 2020 12:32:54 -8:00 [E2DCCD4D71A6] [66.210.44.30]
cnickum@rockymountainhardware.com (Personally Known)

Signer 3: Megan A Stevenson (MS)

December 23, 2020 12:32:54 -8:00 [9E40AC6F4106] [70.171.136.71]
megan_nickum@hotmail.com (Personally Known)

E-Signature Notary: Callie K. Budd (ckb)

December 23, 2020 12:32:54 -8:00 [3F3EE2A8A8A2] [67.60.231.153]
cbudd@adlawgroup.com

I, Callie K. Budd, did witness the participants named above electronically sign this document.



Christian Nickum Gift Trust Agreement

This Agreement is made as of December 23, 2020, by and between Patricia A. Nickum, of Blaine County, Idaho, as Settlor, and Christian M. Nickum, of Blaine County, Idaho, as trustee (the "trustee").

I, Patricia A. Nickum, as Settlor, hereby transfer to the trustee the property described in the attached Schedule A, which shall constitute the initial principal of the "Christian Nickum Gift Trust" (hereinafter sometimes referred to as the "Gift Trust").

ARTICLE I

FAMILY

I am married to Mark T. Nickum ("Mark"). I currently have two children: Christian M. Nickum, born June 29, 1973 ("Christian"), and Megan A. Stevenson, born September 5, 1976 ("Megan"). I currently have no other living children or deceased children who left surviving descendants.

ARTICLE II

DISPOSITION OF GIFT TRUST

The Gift Trust shall be administered and disposed of as follows:

A. *Payments to Beneficiaries.* The trustee, in the trustee's discretion, may pay to or for the benefit of any one or more persons in the group consisting of Christian and his descendants such amount or amounts of the net income and principal, even to the extent of all or none, at any time and from time to time, for their health, support and education, and in making such determinations, the trustee may consider or ignore, in the trustee's discretion, the beneficiaries' other financial resources of any kind. In addition to the foregoing amounts and not in lieu thereof, the trustee (other than a beneficiary-trustee) may pay to or for the benefit of any one or more persons in the group consisting of Christian and his descendants such amount or amounts of the net income and principal for any purpose, even to the extent of all or none, at any time and from time to time, as such trustee determines in such trustee's discretion, and in making such determinations, the trustee may consider or ignore, in the trustee's discretion, the beneficiaries' other financial resources of any kind.

1. *Payments Pursuant to Ascertainable Standards.* Notwithstanding any provision of this Agreement (other than the following subsection titled "Financial Difficulty" of this Section and other than the provisions of the Article titled "Non-Grantor Trust Provisions"), during any time that Christian is serving as a trustee, Christian (as trustee) may decide whether to



pay trust property to or for the benefit of himself or his descendants pursuant to an ascertainable standard within the meaning of Sections 2041 and 2514 of the Code for health, support or education without the consent or participation of any co-trustee, unless such payment would discharge or satisfy Christian's legal obligations.

2. Financial Difficulty.

a. During any time that a beneficiary has a “financial difficulty” (as hereinafter defined), (1) such beneficiary (if such beneficiary is a trustee) shall be deemed to have resigned as trustee and (2) the provisions authorizing the trustee to make payments to or for the benefit of such beneficiary for such beneficiary’s health, support and education shall be of no effect, but the trustee (other than a beneficiary-trustee) shall continue to have the power to pay to or for the benefit of such beneficiary such amount or amounts of the net income and principal, even to the extent of all or none, at any time and from time to time, and for any purposes, as such trustee determines in such trustee’s discretion, and in making such determinations, the trustee may consider or ignore, in the trustee’s discretion, the beneficiary’s other financial resources of any kind. The trustee shall have no duty to inquire or monitor whether a beneficiary has a financial difficulty, and it shall be the beneficiary’s obligation to inform the trustee of such financial difficulty.

b. If the trustee, in the trustee's discretion, determines (1) that a beneficiary is not capable of handling money or financial affairs prudently, or (2) that a beneficiary has financial problems or marital difficulties that could result in the diversion or dissipation of trust property or property distributed from the trust, then I recommend (but do not direct) that the trustee refrain from distributing property to the beneficiary until such problems have been resolved to the trustee's satisfaction.

B. *Christian's Powers of Appointment.*

1. *Special Power of Appointment.* At any time during Christian’s life or upon Christian’s death, the trustee shall dispose of such amounts of the trust property (excluding any amount still subject to withdrawal by a person other than Christian pursuant to the Article titled “Withdrawal Rights” or that is includible in my gross estate) as Christian may appoint to or in favor of any one or more persons and entities, other than Christian, Christian’s creditors, Christian’s estate or the creditors of Christian’s estate, as directed in the Article titled “Provisions Regarding Powers of Appointment,” but such power may not be exercised to discharge or satisfy Christian’s legal obligations.

2. *Contingent General Power of Appointment.* Upon Christian's death, the trustee shall dispose of that portion of the trust property consisting of: (a) the "contingent general power of appointment amount" (as hereinafter defined); and (b) the excess, if any, of the "GST taxable portion" (as hereinafter defined) over the contingent general power of appointment amount, but only to the extent such excess does not exceed the lesser of (i) the maximum amount

person may withdraw trust property pursuant to the Article titled "Withdrawal Rights" who would not have a continuing right of withdrawal pursuant to the foregoing provisions, the trustee shall distribute to such person from the then remaining trust property an amount equal to the total amount subject to withdrawal by such person.

ARTICLE III LEGACY TRUSTS

Each Legacy Trust shall be administered and disposed of as follows:

A. *Payments to Beneficiaries.*

1. *Payments.* The trustee, in the trustee's discretion, may pay to or for the benefit of any one or more persons in the group consisting of the primary beneficiary and the descendants of the primary beneficiary such amount or amounts of the net income and principal, even to the extent of all or none, at any time and from time to time, for their health, support and education, taking into consideration their other financial resources of any kind. In addition to the foregoing amounts and not in lieu thereof, a corporate trustee may pay to or for the benefit of any one or more persons in the group consisting of the primary beneficiary and the descendants of the primary beneficiary such amount or amounts of the net income and principal, even to the extent of all or none, at any time and from time to time, as such trustee determines in such trustee's discretion, and in making such determinations, the trustee may consider or ignore, in the trustee's discretion, the beneficiaries' other financial resources of any kind. The interests of other current or future beneficiaries shall be subordinate to the primary beneficiary's interests.

2. *Payments to Descendants of the Primary Beneficiary.* Notwithstanding any of the foregoing, payments may be made pursuant to this Section to or for the benefit of the descendants of the primary beneficiary only after consulting with the primary beneficiary (unless the primary beneficiary is incapacitated, in which case no such consultation is required), but the trustee shall not be bound by the primary beneficiary's views.

3. *Payments Pursuant to Ascertainable Standards.* Notwithstanding any provision of this Agreement other than the following subsections titled "Financial Difficulty" and "Generation-Skipping Tax" of this Section and the provisions of the Article titled "Non-Grantor Trust Provisions," during any time that the primary beneficiary is serving as a trustee after attaining 35 years of age, the primary beneficiary (as trustee) may decide whether to pay trust property to or for the benefit of the primary beneficiary or the descendants of the primary beneficiary pursuant to an ascertainable standard within the meaning of Sections 2041 and 2514 of the Code for health, support or education (within the mandate of rights and powers given to the trustee in this Section) without the consent or participation of any co-trustee, unless such payment would discharge or satisfy the primary beneficiary's legal obligations.



4. *Financial Difficulty.*

a. During any time that a beneficiary has a financial difficulty, (1) such beneficiary (if such beneficiary is a trustee) shall be deemed to have resigned as trustee and (2) the provisions authorizing the trustee to make payments to or for the benefit of such beneficiary for such beneficiary's health, support and education shall be of no effect, but a corporate trustee shall continue to have the power to pay to or for the benefit of such beneficiary such amount or amounts of the net income and principal, even to the extent of all or none, at any time and from time to time, and for any purpose, as such trustee determines in such trustee's discretion, and in making such determinations, the trustee may consider or ignore, in the trustee's discretion, the beneficiary's other financial resources of any kind. The trustee shall have no duty to inquire or monitor whether a beneficiary has a financial difficulty, and it shall be the beneficiary's obligation to inform the trustee of such financial difficulty.

b. If the trustee, in the trustee's discretion, determines (1) that a beneficiary is not capable of handling money or financial affairs prudently, or (2) that a beneficiary has financial problems or marital difficulties that could result in the diversion or dissipation of trust property or property distributed from the trust, then I recommend (but do not direct) that the trustee refrain from distributing property to the beneficiary until such problems have been resolved to the trustee's satisfaction.

5. *Generation-Skipping Tax.* I intend that, to the extent practicable, no payment be made pursuant to this Agreement that would require the payment of generation-skipping tax. In addition, I desire that no payments pursuant to this Agreement be made from a GST Exempt trust to or for the benefit of a beneficiary so long as any payment may be made from a trust that is not GST Exempt (whether created under this Agreement or another agreement) to or for the benefit of such beneficiary that would not require the payment of generation-skipping tax.

B. *Primary Beneficiary's Powers of Appointment.*

1. *Special Power of Appointment.* Upon the primary beneficiary's death, the trustee shall dispose of such amounts of the trust property as the primary beneficiary may appoint to or in favor of any one or more persons in the group consisting of my descendants (other than the primary beneficiary, his or her creditors, his or her estate and the creditors of his or her estate), as directed in the Article titled "Provisions Regarding Powers of Appointment," but such power may not be exercised to discharge or satisfy the primary beneficiary's legal obligations.

2. *Contingent General Power of Appointment.* Upon the primary beneficiary's death, the trustee shall dispose of that portion of the trust property consisting of: (a) the "contingent general power of appointment amount" (as hereinafter defined); and (b) the excess, if any, of the "GST taxable portion" (as hereinafter defined) over the contingent general power of appointment amount, but only to the extent such excess does not exceed the lesser of (i) the maximum amount

of such excess that may be included in the primary beneficiary's gross estate without increasing the "transfer taxes" (as hereinafter defined), and (ii) the excess, if any, of the primary beneficiary's unutilized GST Exemption over the contingent general power of appointment amount; as the primary beneficiary may appoint to or in favor of the creditors of the primary beneficiary's estate, as directed in the Article titled "Provisions Regarding Powers of Appointment."

a. *Definition of GST Taxable Portion.* As used in this subsection B.2, the term "GST taxable portion" is that portion of the trust property, if any, that is not GST Exempt and which would be, but for this subsection, subject to a "generation-skipping transfer" (as defined in Section 2611 of the Code) if allocated or distributed pursuant to the Section of this Article titled "Final Distribution of Trust Property" (ignoring exercises of any powers of appointment by the primary beneficiary).

b. *Definition of Transfer Taxes.* As used in this subsection B.2, the term "transfer taxes" means the sum of all estate, inheritance and generation-skipping taxes payable by reason of the primary beneficiary's death under the laws of any jurisdiction.

c. *Definition of Contingent General Power of Appointment Amount.* As used in this subsection B.2, the "contingent general power of appointment amount" is the smallest portion of the GST taxable portion, if any, that, when included in the primary beneficiary's gross estate, will result in the largest reduction of transfer taxes when compared to the sum of transfer taxes that would have been imposed by reason of the primary beneficiary's death but for the general power of appointment provided to the primary beneficiary pursuant to this subsection B.2.

C. *Final Distribution of Trust Property.* Upon the primary beneficiary's death, subject to or in default of the effective exercise of his or her powers of appointment, the trustee shall allocate the then remaining trust property among the primary beneficiary's then living descendants; or if no such descendant is then living, among the then living descendants of the primary beneficiary's nearest ancestor who was a descendant of mine and who has one or more then living descendants; or if no such descendant is then living, among my then living descendants; or if none of my descendants is then living, the trustee shall dispose of the then remaining trust property as directed in the Article titled "Ultimate Contingent Beneficiaries." All such allocations among the then living descendants of a person shall be by right of representation. The property that is GST Exempt (whether as a result of the allocation of a primary beneficiary's or another person's GST Exemption) and is allocated to a descendant of mine shall be retained in a separate Legacy Trust (with such additional designation for purposes of identification as the trustee determines) of which such descendant shall be the primary beneficiary, to be administered and disposed of as directed in this Article and the balance of the property that is allocated to such descendant shall be retained in another separate Legacy Trust (with such additional designation for purposes of identification as the trustee determines) of which such descendant shall be the primary beneficiary, to be administered and disposed of as directed in this Article.



ARTICLE IV
TRUSTEE DISTRIBUTION GUIDELINES

I intend that when determining whether to make a distribution to or for the benefit of a descendant of mine pursuant to this Agreement, and the amount of such distribution, the trustee do so in a manner that encourages each beneficiary to exhibit or accomplish the following “desired behaviors”:

1. pursue an education at least through a four-year undergraduate college degree;
2. pursue gainful employment with a view toward being financially self-sufficient;
3. be a law-abiding member of society;
4. be a productive member of family, community and society by making meaningful and positive contributions to such descendant’s family and community and society in general;
5. engage in entrepreneurial and/or creative activities;
6. handle money in an intelligent and practical manner and avoid wasteful spending;
7. act with empathy, thoughtfulness, kindness and consideration toward others;
8. develop healthy and meaningful relationships;
9. make contributions of time, money or both to charity; and
10. maintain a healthy lifestyle by exercising and refraining from the abusive use of harmful substances.

The trustee should consider the societal norms in the geographic area in which a beneficiary resides, as we do not intend for the trustee to impose his or her own personal beliefs on a beneficiary as to what constitutes “gainful employment,” “healthy lifestyle” or other subjective notions referred to above, although the trustee’s beliefs are certain to be a part of such determination.

Of course, a beneficiary’s age, health, abilities and other circumstances will affect his or her ability to accomplish one or more of the desired behaviors, and should be considered in



I do not expect a beneficiary to necessarily exhibit or accomplish all of the desired behaviors, and recognize that some desired behaviors may even conflict with others. I hope and intend that the trust property be used to reward and enhance the quality of life of those beneficiaries that have exhibited, accomplished or are working toward accomplishing one or more of the desired behaviors, and to encourage and assist the beneficiaries to exhibit and accomplish the desired behaviors. On the other hand, I also hope and intend that the trust property not be paid to a beneficiary who is engaging in self-destructive, abusive or illegal behavior, except for the beneficiary's health, education and basic support, which may include expenses for rehabilitation and treatment or care.

ARTICLE V

Whenever property is to be disposed of as directed in this Article, such property shall be distributed to those persons, other than creditors, who would receive my personal property under the laws of the State of Idaho then in force, as if I had died intestate on the date stipulated for distribution, unmarried and domiciled in such State, and as if I owned only the trust property to be distributed.

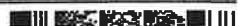
SUCCESSOR AND ADDITIONAL TRUSTEES

B. *Plan of Trustees.* Any of the following persons who do not lack testamentary capacity may establish a plan of trustees for any trust hereunder except as otherwise indicated:

- Page 8

3. Hilary;
4. my descendant who is the parent of the primary beneficiary of a Legacy Trust, but only with respect to that Legacy Trust and any trust created (or to be created) therefrom;
5. the primary beneficiary of a Legacy Trust who has attained 35 years of age, but only with respect to that Legacy Trust and any trust created (or to be created) therefrom;
6. a majority of the "senior descendants" (as hereinafter defined) of the primary beneficiary of a Legacy Trust who have attained 35 years of age and do not lack testamentary capacity, but only with respect to that Legacy Trust and any trust created (or to be created) therefrom;
7. a majority of the siblings of the primary beneficiary of a Legacy Trust who have attained 35 years of age and do not lack testamentary capacity, but only with respect to that Legacy Trust and any trust created (or to be created) therefrom;
8. a majority of my senior descendants who have attained 35 years of age and do not lack testamentary capacity;
9. a majority of the then acting non-corporate trustees of the trust; and
10. a majority of the then acting trustees of the trust.

To the extent of any inconsistency in plans of trustees, (i) the plan established by a person in a superior position (even after the death of such person in a superior position) on the foregoing list (solely for purposes of this Article except as otherwise expressly provided in this Agreement, the "Hierarchy List") shall take precedence over the plan established by a person in an inferior position, (ii) the plan established by the primary beneficiary of a Legacy Trust with respect to any trust created (or to be created) therefrom shall take precedence over a plan established by the primary beneficiary of a trust so created, and (iii) the later plan established by a person shall take precedence over such person's earlier plan. A plan of trustees may designate initial or successor trustees to begin serving immediately or to serve upon or until the occurrence of a specified event or contingency, may designate an initial or successor trustee to serve for limited or general purposes and accord specific responsibilities and powers (within the mandate of rights and powers given to the trustee in this Agreement), may impose qualifications or requirements, may specify compensation of such trustees, may designate single or successive trustees, and may provide for the imposition of limitations or conditions generally or on the designation of successor trustees, additional trustees or on the removal of trustees acting hereunder, all as provided in the plan. A plan of trustees may empower any person to establish plans of trustees subject to any limitations or conditions and specify such person's place on the Hierarchy List; provided, however, that such person's place on the Hierarchy List may not be higher than that of the person granting the power. A plan of trustees may eliminate any person's power to establish plans of trustees subject to any



limitations or conditions and remove such person from the Hierarchy List, but only with respect to a person in an inferior position in the Hierarchy List. The trusts hereunder need not have the same trustee or trustees, and the failure of a trustee to act as trustee of one trust shall not in itself prevent such trustee from acting as trustee of any other trust. Except as otherwise provided in this Article, a plan may leave a vacancy in the trusteeship unfilled. Notwithstanding the foregoing, a plan established by a person other than me may not affect the responsibilities, powers, qualifications, requirements, compensation or impose limitations or conditions generally on the acting trustees. Any reference in this Agreement to “person(s) listed or described” in specific numbers on the Hierarchy List shall continue to refer to the same person(s) notwithstanding changes to the number after which they are listed in the Hierarchy List pursuant to a plan of trustees unless such person is removed from the Hierarchy List with respect to the particular trust.

C. *Method of Establishing Plan of Trustees.* A person authorized to establish a plan of trustees for a trust may do so by his or her Will or by a written instrument delivered to the then acting trustee of such trust and to each person in a superior position on the Hierarchy List with respect to such trust. A person may amend or revoke a plan established by such person, by a person in an inferior position on the Hierarchy List with respect to such trust, or by a person on such list solely by virtue of being the acting non-corporate trustee by a written instrument delivered to the then acting trustee of such trust and to each person in a superior position on the Hierarchy List with respect to such trust; provided, however, that no such amendment or revocation may remove any then acting trustee as any such removal must be made pursuant to the Section titled “Removal of Trustees” of this Article.

D. *Beneficiary as Trustee.* Subject to a plan of trustees, at any time after the primary beneficiary of a Legacy Trust attains 35 years of age, the primary beneficiary, at his or her election, may assume office as an additional trustee of the trust by a written instrument indicating such election delivered to the trustee. Subject to a plan of trustees, if a Legacy Trust is created after the primary beneficiary thereof has attained 35 years of age, at his or her election, the primary beneficiary may assume office as the initial trustee of such trust.

E. *Trustees' Power to Designate Co-Trustees.* The trustees of any trust hereunder may designate one or more persons or a corporate trustee, or any combination thereof, to serve as additional co-trustees of that trust either for limited or general purposes and with limited or broad responsibilities; provided, however, that (i) a corporate trustee may not be designated if another corporate trustee is already serving as a trustee of that trust, (ii) no additional co-trustees may be designated pursuant to this Section if more than three trustees would be serving at the same time with respect to any trust and (iii) if any trustee of a trust is a grantor or beneficiary-trustee of the trust, and the trustee (a) may pay income or principal to the beneficiaries in a manner not limited by ascertainable standards within the meaning of Sections 2041 and 2514 of the Code, and/or (b) is required to make Mandatory Payments to be divided in the trustee's discretion among more than one beneficiary, then any additional trustee designated pursuant to this Section may not be related or subordinate, within the meaning of Section 672(c) of the Code, to such trustee (applied as if such trustee were a grantor of the trust).



F. *Unfilled Vacancy in Trusteeship.* If at any time no trustee is acting with respect to a trust and no trustee assumes office within 45 days of such vacancy, or if at any time an additional trustee is required to serve hereunder and no such trustee assumes office within 45 days, then a court of competent jurisdiction shall designate an appropriate person or corporate trustee as trustee.

G. *Removal of Trustees.* Any person(s) on the Hierarchy List (other than a person on such list solely by virtue of being the acting non-corporate trustee) empowered to establish a plan of trustees for a trust may remove any trustee of the trust, with or without cause, by a written instrument delivered to (1) all trustees of the trust (including the trustee being removed), (2) each person empowered to establish a plan of trustees for the trust who is in a superior position on the Hierarchy List, and (3) the adult current beneficiaries of the trust. Such removal may be effective immediately or upon the occurrence of a specified event or contingency. The persons empowered to remove a trustee shall have no duty to monitor the trustee in order to determine whether to exercise the power conferred under this Section. Notwithstanding the foregoing, during any time that a beneficiary of a trust has a financial difficulty, (1) if such beneficiary removes a corporate trustee then another corporate trustee must be designated to fill the resulting vacancy in the trusteeship; and (2) such beneficiary shall not have the power to remove a non-corporate trustee of such trust except for adequate cause, which shall include as to the trustee being removed: (a) lack of reasonable attention to trust administration matters, and (b) any other grounds that, in the opinion of counsel retained by such beneficiary, if alleged and proven, would justify court removal of the trustee.

H. *Successors to Removed Trustees.* Notwithstanding any provision of this Agreement, a person may not participate in the selection of a successor to a removed trustee if (i) the person participated in the removal of the removed trustee, (ii) the person is a current or future beneficiary of the trust or a grantor of the trust, (iii) the successor trustee would be the person or related or subordinate to the person, within the meaning of Section 672(c) of the Code (applied as if the person were a grantor of the trust) and (iv) any of the following apply:

1. the successor trustee may pay trust property to the trust beneficiaries in a manner not limited by an ascertainable standard within the meaning of Sections 2041 and 2514 of the Code,
2. the successor trustee is required to make Mandatory Payments to be divided in the trustee's discretion among more than one beneficiary which may include such person,
3. the successor trustee may make payments that would discharge or satisfy a legal obligation of the person,
4. the successor trustee may make payments to another beneficiary or grant a power to another beneficiary with respect to any portion or interest as to which the trustee, in the trustee's individual capacity, made a "Qualified Disclaimer" (as hereinafter defined) except to the



extent governed by and made pursuant to an ascertainable standard within the meaning of Sections 2041 and 2514 of the Code, or

5. all or any portion of the trust property would be included in the gross estate of the person if that person were deemed to have the powers of the trustee being designated or removed.

I. *Release of Powers to Designate or Remove Trustees.* The powers to establish a plan of trustees or to remove trustees of a trust may be released, revocably or irrevocably, at any time by a written instrument delivered to each person in a superior position on the Hierarchy List with respect to the trust and to the trustee of the trust, or if none, to the beneficiary of the trust.

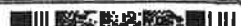
J. *Trustees of Succeeding Trusts.* Except as otherwise provided in this Article, in a plan of trustees or in an instrument appointing property in further trust, upon the creation of a trust (a "New Trust"), the initial trustees of such trust shall be those persons (who are living upon such creation) and entities who were serving as trustees of the trust hereunder from which such New Trust was created.

K. *Deemed Vacancy in Trusteeship.* In the event (i) all of the trustees of a trust are beneficiary-trustees and no standard of distribution of the trust is limited to ascertainable standards within the meaning of Sections 2041 and 2514 of the Code, (ii) none of the trustees has the power to participate in any "substantial decisions" (as hereinafter defined) of the trust by reason of the Section titled "Substantial Decisions of the Trust" in the Article titled "General Provisions," or (iii) pursuant to the Article titled "Restrictions on Powers of Fiduciaries," none of the trustees or Investment Advisors has the power to vote shares of stock owned by the trust or to exercise "incidents of ownership" (within the meaning of Section 2042 of the Code) with respect to insurance owned by the trust, then there shall be deemed to be a vacancy in the trusteeship which must be filled notwithstanding any other provisions of this Article.

L. *Prohibited Trustees.* Notwithstanding any provision of this Agreement, in no event shall I or Mark serve as trustee of any trust hereunder.

M. *Non-Fiduciary Capacity.* The powers to create, amend and revoke plans of trustees and the powers to appoint and remove trustees in this Article are held and exercisable only in a non-fiduciary capacity.

N. *Limitation on Exercise of Powers.* Notwithstanding any provision of this Agreement, during any period in which a person is determined to lack testamentary capacity, such person shall be prohibited from exercising any power granted to such person under this Article and shall be ignored for purposes of determining whether other persons are authorized to act.



ARTICLE VII

INVESTMENT ADVISORS

A. *Initial Investment Advisor.* An initial Investment Advisor is not yet designated, but may be designated at a later date, pursuant to a plan of Investment Advisors, as provided in this Article.

B. *Powers of Investment Advisor; Relief of Trustee Obligations.*

1. The Investment Advisor shall have sole responsibility and authority, and the trustee shall have no responsibility or authority, for managing the investments of the trust, including the power to purchase, sell and retain all of the trust property, and the power to exercise all voting, subscription, conversion, option and similar rights with respect to such property and to participate in or consent to any voting trust, reorganization, merger, dissolution or other action affecting any such property. The Investment Advisor of a trust may take any action in furtherance of his or her responsibilities pursuant to this Section, and the trustee is under no duty to review or make recommendations with respect thereto but is required to follow the directions of the Investment Advisor within the mandate of rights and powers given to the Investment Advisor. In furtherance of the foregoing, the Investment Advisor may give investment directions and direct the trustee to sign checks, agreements or other documents on behalf of the trust. With regard to trust assets over which the Investment Advisor has investment responsibility, the Investment Advisor shall have the duty (a) to provide the trustee with the information necessary to enable the trustee to ascertain the value of trust assets, upon request by the trustee, (b) to manage or participate in the management of any entity owned by such trust, to the extent such entity's governing instruments or applicable law require the owners to manage the same, (c) to direct the trustee with respect to making any representation, warranty or covenant required to be made in order to maintain any investment, (d) to direct and instruct the trustee on the future actions, if any, to be taken with respect to such representations, warranties and covenants, and (e) to direct the trustee to sign agreements and any other documentation required in connection with any trust investment. During any time that no Investment Advisor is serving with respect to a trust, all of the responsibilities, authorities, rights and powers conferred upon the Investment Advisor pursuant to this Section shall be held by the trustee of such trust. Notwithstanding the foregoing, the Investment Advisor shall have no rights or powers with respect to any (i) life insurance owned by the trust of which the Investment Advisor is the insured or (ii) property with respect to which the Investment Advisor is prohibited from taking action under other provisions of this Agreement, and all of the rights and powers conferred upon the Investment Advisor pursuant to this Section with respect to such life insurance and such property shall be held by the trustee.

2. During any time an Investment Advisor is serving with respect to a trust, the trustee shall have no responsibility for the investment of the trust property other than any (i) life insurance owned by the trust of which the Investment Advisor is the insured and (ii) property with respect to which the Investment Advisor is prohibited from taking action under other



provisions of this Agreement. No trustee need inquire into the Investment Advisor's performance of its duties, but the Investment Advisor shall keep the trustee informed of the Investment Advisor's actions. Specifically, no trustee shall be responsible for any review or oversight of any Investment Advisor's investment policies, advice or decisions, notwithstanding the fact that the trustee may receive reports from and communicate with the Investment Advisor regarding the trust assets in connection with the performance of its duties as trustee. The trustee shall not be liable for any act or failure to act by the Investment Advisor, and is hereby exonerated from any liability in connection with any action taken by or upon the direction of the Investment Advisor. No trustee shall be held liable for any loss to any trust hereunder caused by the actions of the Investment Advisor.

3. The Investment Advisor shall act in a fiduciary capacity and possess all of the duties, powers, immunities and liabilities that would otherwise be possessed by the trustee pursuant to this Agreement and applicable law as they relate to the responsibilities of the Investment Advisor as set forth in this Section, but except as may be specifically provided herein or the context requires to effectuate the foregoing, all references in this Agreement to the "trustee" or "trustees" shall not include the Investment Advisor.

4. To the extent a fiduciary follows the directions of the Investment Advisor, such fiduciary shall be deemed to be an "excluded fiduciary" within the meaning of Idaho Code Section 15-7-501(1)(b), and shall be entitled to all of the protections afforded under Idaho Code Section 15-7-501(2) in addition to those protections provided to such fiduciary pursuant to this Agreement.

5. Notwithstanding the foregoing, any transaction between the person serving as Investment Advisor and the trust that would otherwise require the action or approval of the Investment Advisor must be approved by the trustee who is not a beneficiary-trustee.

C. *Plan of Investment Advisors.* Any of the following persons who do not lack testamentary capacity may establish a plan of Investment Advisors except as otherwise indicated:

1. Christian;
2. Megan;
3. Hilary;
4. my descendant who is the parent of the primary beneficiary of a Legacy Trust, but only with respect to that Legacy Trust and any trust created (or to be created) therefrom;
5. the primary beneficiary of a Legacy Trust who has attained 35 years of age, but only with respect to that Legacy Trust and any trust created (or to be created) therefrom;



6. a majority of the senior descendants of the primary beneficiary of a Legacy Trust who have attained 35 years of age and do not lack testamentary capacity, but only with respect to that Legacy Trust and any trust created (or to be created) therefrom;

7. a majority of the siblings of the primary beneficiary of a Legacy Trust who have attained 35 years of age and do not lack testamentary capacity, but only with respect to that Legacy Trust and any trust created (or to be created) therefrom;

8. a majority of my senior descendants who have attained 35 years of age and do not lack testamentary capacity;

9. a majority of the then acting non-corporate Investment Advisors of the trust;

10. a majority of the then acting Investment Advisors of the trust; and

11. a majority of the then acting trustees of the trust.

To the extent of any inconsistency in plans of Investment Advisors, (i) the plan established by a person in a superior position (even after the death of such person in a superior position) on the foregoing list (solely for purposes of this Article, the "Hierarchy List") shall take precedence over the plan established by a person in an inferior position, (ii) the plan established by the primary beneficiary of a Legacy Trust with respect to any trust created (or to be created) therefrom shall take precedence over a plan established by the primary beneficiary of a trust so created, and (iii) the later plan established by a person shall take precedence over such person's earlier plan. A plan of Investment Advisors may designate an initial or successor Investment Advisors to begin serving immediately or to serve upon or until the occurrence of a specified event or contingency, may designate a successor Investment Advisor to serve for limited or general purposes and accord specific responsibilities and powers (within the mandate of rights and powers given to the Investment Advisor in this Article), may impose qualifications or requirements, may specify compensation of such Investment Advisors, may designate single or successive Investment Advisors, and may provide for the imposition of limitations or conditions generally or on the designation of successor Investment Advisors, additional Investment Advisors or on the removal of Investment Advisors acting hereunder, all as provided in the plan. A plan of Investment Advisors may empower any person to establish plans of Investment Advisors subject to any limitations or conditions and specify such person's place on the Hierarchy List; provided, however, that such person's place on the Hierarchy List may not be higher than that of the person granting the power. A plan of Investment Advisors may eliminate any person's power to establish plans of Investment Advisors subject to any limitations or conditions and remove such person from the Hierarchy List, but only with respect to a person in an inferior position on the Hierarchy List. The trusts hereunder need not have the same Investment Advisor or Investment Advisors, and the failure of an Investment Advisor to act as Investment Advisor of one trust shall not in itself prevent such Investment Advisor from acting as Investment Advisor of any other trust. Except as otherwise provided in this Article, a plan may leave a vacancy in the position of Investment Advisor unfilled.



D. *Method of Establishing Plan of Investment Advisors.* A person authorized to establish a plan of Investment Advisors for a trust may do so by his or her Will or by a written instrument delivered to the then acting trustee of such trust and to each person in a superior position on the Hierarchy List with respect to such trust. A person may amend or revoke a plan established by such person, by a person in an inferior position on the Hierarchy List with respect to such trust, or by a person on such list solely by virtue of being the acting non-corporate Investment Advisor by a written instrument delivered to the then acting trustee of such trust and to each person in a superior position on the Hierarchy List with respect to such trust.

E. *Beneficiary as Investment Advisor.* Subject to a plan of Investment Advisors, at any time after the primary beneficiary of a Legacy Trust attains 35 years of age, at the primary beneficiary's election by a written instrument delivered to the trustee, all Investment Advisors of the trust shall resign as expeditiously as reasonably possible and the primary beneficiary shall assume office as the sole Investment Advisor of the trust.

F. *Investment Advisors' Power to Designate Co-Investment Advisors.* The Investment Advisors of any trust hereunder may designate one or more persons or a corporate Investment Advisor, or any combination thereof, to serve as additional co-Investment Advisors of that trust; provided, however, that no additional co-Investment Advisors may be designated pursuant to this Section if more than three Investment Advisors would be serving at the same time with respect to any trust.

G. *Unfilled Vacancy in Position of Investment Advisor.* If at any time no Investment Advisor is acting with respect to a trust and no Investment Advisor assumes office as Investment Advisor hereunder, then the office of Investment Advisor shall remain vacant unless and until an Investment Advisor assumes office pursuant to the provisions of this Article.

H. *Release of Powers to Designate Investment Advisors.* The powers to establish a plan of Investment Advisors for or to remove Investment Advisors of a trust may be released, revocably or irrevocably, at any time by a written instrument delivered to each person in a superior position on the Hierarchy List with respect to such trust and to the trustee of the trust, or if none, to the beneficiary of the trust.

I. *Investment Advisors of Succeeding Trusts.* Except as otherwise provided in this Article, in a plan of Investment Advisors or in an instrument appointing property in further trust, upon the creation of a trust (a "New Trust"), the initial Investment Advisors of such trust shall be those persons (who are living upon such creation) and entities who were serving as Investment Advisors of the trust hereunder from which such New Trust was created.

J. *Removal of Investment Advisors.* Any person(s) on the Hierarchy List (other than a person on such list solely by virtue of being the acting non-corporate Investment Advisor) empowered to establish a plan of Investment Advisors for a trust may remove any Investment Advisor of the trust, with or without cause, by a written instrument delivered to (1) all trustees of



the trust, (2) all Investment Advisors of the trust (including the Investment Advisor being removed), (3) each person empowered to establish a plan of Investment Advisors for the trust who is in a superior position on the Hierarchy List, and (4) the adult current beneficiaries of the trust. Such removal may be effective immediately or upon the occurrence of a specified event or contingency. The persons empowered to remove an Investment Advisor shall have no duty to monitor the Investment Advisor in order to determine whether to exercise the power conferred under this Section.

K. *Deemed Vacancy in Office of Investment Advisor.* Subject to a plan of Investment Advisors created by Christian, in the event none of the Investment Advisors has the power to exercise the powers granted to them in this Article by reason of the Section titled "Substantial Decisions of the Trust" in the Article titled "General Provisions," then there shall be deemed to be a vacancy in the office of Investment Advisor.

L. *Non-Fiduciary Capacity.* The powers to create, amend and revoke plans of Investment Advisors and the powers to appoint and remove Investment Advisors in this Article are held and exercisable only in a non-fiduciary capacity.

M. *Limitation on Exercise of Powers.* Notwithstanding any provision of this Agreement, during any period in which a person is determined to lack testamentary capacity, such person shall be prohibited from exercising any power granted to such person under this Article and shall be ignored for purposes of determining whether other persons are authorized to act.

ARTICLE VIII

WITHDRAWAL RIGHTS

A. *Withdrawal Rights.* In each calendar year in which an "Addition" (as hereinafter defined) is made to the Gift Trust, commencing with the date such Addition is made, the following withdrawal rights shall apply, in the following order:

1. Christian may withdraw from the trust property the "Available Annual Exclusion Amount" (as hereinafter defined) for Christian; provided, however, that to the extent that the amount subject to withdrawal by Christian pursuant to the foregoing provisions of this subsection would be greater than the amount of the Addition, then the amount subject to withdrawal by Christian shall be reduced.

2. If such Addition exceeds the sum of the amounts subject to withdrawal pursuant to the preceding subsection of this Section, then, in addition to the amounts subject to withdrawal pursuant to the preceding subsection of this Section (if any), each then living descendant of Christian may withdraw from the trust property the Available Annual Exclusion Amount for such descendant; provided, however, that to the extent that the aggregate amount subject to withdrawal by all of Christian's then living descendants pursuant to the foregoing provisions of this subsection would be greater than the amount of that portion of the Addition that



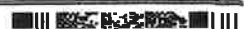
exceeds the aggregate amount of such Addition subject to withdrawal pursuant to the preceding subsection of this Section, then the amount subject to withdrawal by each such descendant shall be reduced on a pro rata basis.

Notwithstanding the foregoing, a person shall have the power, by a signed instrument delivered to the trustee at or prior to the time of making an Addition, to (i) exclude any person from having withdrawal rights over any part of such Addition or of any Addition he or she may make in the future, (ii) grant any person withdrawal rights over any part of such Addition or of any Addition he or she may make in the future, (iii) increase or decrease the amount of such Addition or of any Addition he or she may make in the future that is subject to withdrawal by a person, and (iv) change the period during which the withdrawal rights may be exercised with respect to such Addition or any Addition he or she may make in the future. A withdrawal right may be exercised by the person granted the withdrawal right or by the person entitled to notice of such right (on behalf of and as the legal representative of the person granted the withdrawal right) by a signed instrument delivered to the trustee.

B. *Payments During Existence of Withdrawal Rights.* During any time that a withdrawal right exists with respect to the property of a trust hereunder, the trustee may make payments to the beneficiaries (other than payments on account of exercises of withdrawal rights) only to the extent that the trustee determines that the remaining trust property would be sufficient to satisfy the aggregate amount then subject to withdrawal rights.

C. *Lapse of Withdrawal Rights.* A withdrawal right granted to a person pursuant to Section A of this Article shall lapse each day to the maximum extent that such lapse would not result in a release of a general power of appointment, as defined in Section 2514(e) of the Code, by the person holding the withdrawal right, but no sooner than 30 days after the date on which the person receives notice of such withdrawal right pursuant to the Section of this Article titled "Notice of Withdrawal Rights" (or such shorter or longer time as the donor may specify). If a person possesses withdrawal rights created under this Article with respect to more than one Addition to the Gift Trust, the withdrawal rights shall lapse in the order they were created.

D. *Notice of Withdrawal Rights.* The trustee shall promptly notify each person granted a withdrawal right of the existence, terms and extent of such right and of the nature and value of the Addition with respect to which such right was created. If a person notifies the trustee of his or her intention to make periodic Additions during a calendar year, the trustee may provide a single notice containing the foregoing information to each person who will be granted a withdrawal right with respect to such periodic Additions. If a person granted a withdrawal right is incapacitated, notice of his or her withdrawal rights shall be given to the representative of his or her estate, if any, otherwise to the guardian of such person, or if no guardian has been appointed, to his or her parent or the person with whom he or she resides; provided, however, that the person to whom notice of the withdrawal right of an incapacitated person would be given pursuant to the foregoing provision may designate another person to receive such notice by a written instrument delivered to the trustee.



E. *Applicable Definitions.*

1. *Addition.* As used herein, the term “Addition” shall mean any property that has been received by the trustee or deemed to have been transferred to the trust, in either case as a nontestamentary gift from any person.

2. *Available Annual Exclusion Amount.* As used herein, the “Available Annual Exclusion Amount” for a person shall mean the amount of property that would qualify for the gift tax annual exclusion for such calendar year pursuant to Section 2503(b) of the Code (determined without regard to Section 2523(i) of the Code), reduced (but not below zero) by (i) the aggregate value of any direct or indirect transfers to such person (other than any transfer to the Gift Trust) previously made by such donor during such calendar year that would qualify for the gift tax annual exclusion for such calendar year and (ii) the aggregate amount that is or was subject to withdrawal by such person pursuant to this Article arising by virtue of a previous transfer of property to the trust by such donor during such calendar year.

Prior to or at the time of a gift to the trust, it shall be the donor’s obligation to notify the trustee whether the donor has made any prior gifts during the calendar year to such person that qualify for the gift tax annual exclusion for such calendar year pursuant to Section 2503(b) of the Code. If the donor does not so notify the trustee, the trustee shall presume that the donor made no such gifts. The trustee shall not be liable to any person in the event that the donor actually made any such gifts during the calendar year but failed to notify the trustee in a timely manner.

For purposes of determining the amount of property that would qualify for the gift tax annual exclusion for such calendar year pursuant to Section 2503(b) of the Code (including for purposes of determining the value of transfers to a person previously made by a donor during such calendar year that would qualify for the gift tax annual exclusion for such calendar year), the trustee shall assume the application of Section 2513 of the Code to the extent the gift to the trust is eligible to be considered as made one-half by the donor and one-half by the donor’s spouse under Section 2513 of the Code unless the donor or the donor’s spouse indicates to the trustee in writing at or prior to the time of such gift that he or she will not consent to being treated as having made one-half of such gift.

ARTICLE IX

TAXES

If property of a trust hereunder is included in the determination of a “beneficiary’s Estate Taxes” (as hereinafter defined), upon the written request of the beneficiary’s personal representative or trustee, the trustee of such trust shall pay to the beneficiary’s personal representative or trustee (or as the beneficiary’s personal representative or trustee may otherwise direct), without any duty to verify such amount or confirm its application, the amount of the beneficiary’s Estate Taxes which bears the same ratio to the total amount of the beneficiary’s Estate Taxes as the value of the property of such trust that is included in the determination of the



beneficiary's Estate Taxes bears to the beneficiary's taxable estate, or such lesser amount as may be requested by the beneficiary's personal representative or trustee. As used herein, the "beneficiary's Estate Taxes" shall mean all estate, inheritance, and other transfer taxes payable by reason of the beneficiary's death under the law of any jurisdiction (including any jurisdiction outside of the United States) (excluding any generation-skipping tax payable by reason of the beneficiary's death), and all penalties and interest thereon.

ARTICLE X

NON-GRANTOR TRUST PROVISIONS

Notwithstanding any provision of this Agreement:

1. The trustee shall not, nor shall any person be appointed as trustee who would, have any power that would cause me to be treated as the owner of any portion of any trust created hereunder under any of the provisions of Sections 671 through 679 of the Code.
2. No trustee of any trust hereunder shall have the power to:
 - a. add a person as a current or future beneficiary of the trust;
 - b. lend the property of the trust to me without adequate security and adequate interest; or
 - c. use the income of the trust to pay premiums on policies of insurance on my life, on my spouse's life or on my and my spouse's joint lives.
3. I shall not have the power to reacquire all or any part of the property of a trust hereunder by substituting other property of equivalent value, whether acting in a fiduciary or non-fiduciary capacity.
4. During any time that I would be treated as the owner of any portion of a trust hereunder under Section 674 of the Code but for this sentence, if a trustee has the power to make distributions to the beneficiaries that is not limited by a "reasonably definite external standard" within the meaning of Section 674(d) of the Code, such power shall be exercisable only by those trustees who are "unrelated trustees" (as hereinafter defined), and if none of the trustees are "unrelated trustees," then, notwithstanding any other provisions of this Agreement, no distribution shall be made to any beneficiary unless the power to make the distribution is otherwise limited by such "reasonably definite external standard." As used herein, an "unrelated trustee" is one who is not (i) related to me or (ii) subordinate to me and subservient to my wishes, within the meaning of Section 672(c) of the Code.



ARTICLE XI
DISTRIBUTION STANDARDS

A. *Meanings of Distribution Standards.* As used in this Agreement:

1. “*Health*” shall be construed liberally to include all forms of mental and physical health care and dental care, including (without limitation) at home, nursing home, assisted living and other extended care, elective procedures and health and dental insurance.

2. “*Support*” means support and maintenance in reasonable comfort considering the beneficiary’s accustomed manner of living, and may include (but not be limited to), as a means to provide the beneficiary with such support and maintenance, payments (a) to assist the beneficiary to start or expand a trade, business or profession; or (b) to purchase, remodel or expand a residence to be used by the beneficiary.

3. “*Education*” shall be construed liberally to include all expenses of public or private education at the pre-school, elementary and secondary school level, college, graduate and professional schools, and specialized and vocational training. Such expenses shall include, but are not limited to, tuition, fees, books, supplies, computers and other equipment, room and board, travel between school and the beneficiary’s permanent residence, and expenses of extracurricular activities sponsored by the school.

4. “*As the trustee determines in the trustee’s discretion*” (or similar phrasing) shall, except as may be expressly provided otherwise, be construed liberally so as to confer upon the trustee the sole, absolute and unfettered discretion to distribute or not distribute trust assets to or for the benefit of a beneficiary of the trust. Such standard is intended to give the trustee the greatest amount of discretion and power allowed under law to determine if, when, and for what purposes distributions will be made, and the amount of any such distributions, and the trustee’s determination to make or refrain from making distributions shall be conclusive on all persons having an interest in the trust. In accordance with the wholly discretionary nature of each trust to which this standard applies, no beneficiary shall have any ascertainable, proportionate, actuarial, or otherwise fixed or definable right to or interest in any trust to which this standard applies or any property of any such trust. It is my intent that all beneficiaries have nothing more than a mere expectancy in the net income and/or principal of any trust to which this standard applies and that the above language be interpreted to provide the trustee with the greatest discretion allowed under law. The trustee shall have absolute discretion regarding the exercise of the trustee’s powers, and such exercise shall be final and conclusive upon all persons interested in the trust.

5. *Other Financial Resources.* Whenever the trustee is directed to take into consideration a beneficiary’s other financial resources of any kind or whenever the trustee determines in the trustee’s discretion to consider a beneficiary’s other financial resources of any kind, the trustee may rely on such beneficiary’s oral or written statements as to such other financial resources, without any duty of inquiry or verification.

B. *Ascertainable Standards.*

1. Notwithstanding any other provision of this Agreement, whenever payments are authorized to be made to or for a beneficiary's health, support or education, I intend that such payments are to be limited by "ascertainable standards" within the meaning of Sections 2041 and 2514 of the Code.

2. Except as otherwise may be expressly provided, the trustee's power to make payments to or for a beneficiary's health, support or education or other "ascertainable standards" within the meaning of Sections 2041 and 2514 of the Code shall confer upon the trustee the greatest amount of power to determine if and when such payments will be made.

C. *My Legal Obligations.* Notwithstanding any provision of this Agreement, no payment shall be made to or for the benefit of a beneficiary that would discharge any of my legal obligations.

D. *Payments to One or More Beneficiaries.* Except as otherwise may be expressly provided, if the trustee of a trust is authorized to make payments to or for the benefit of one or more named persons or entities or to or for the benefit of persons or entities in a specified group, the trustee may make equal or unequal payments to or for the benefit of such persons or entities, without any duty to make equalizing payments, and the trustee's determination with respect to such payments shall be conclusive on all persons interested in the trust.

ARTICLE XII

FUNDING DISTRIBUTIONS WITH DEBTS OWED TO TRUST

If, upon the termination of a trust hereunder, trust property is allocable to a person who owes a debt to such trust, I request but do not require that the instrument evidencing such debt shall be used to fund such person's share of the trust property to the extent possible, and the sum of any unpaid principal and accrued but unpaid interest shall be the value of such debt instrument for the purposes of funding such person's share. For purposes of this Article, property shall be considered to be allocable to a person if it is to be distributed to such person or to a trust of which such person is the primary beneficiary.

ARTICLE XIII

GENERAL PROVISIONS

A. Rule Against Perpetuities.

1. *Alienation.* If this Agreement is ever amended or otherwise modified so that the trustee does not have the power to sell trust property, the absolute power of alienation of real and personal property in the State of Idaho shall not be suspended by any limitation or condition



of this Agreement for a period longer than the continuance of the lives of the persons in being at the creation of any such limitation or condition and 25 years thereafter. In the event of such amendment or modification, this Agreement shall be construed to eliminate or modify any provisions violating the foregoing sentence, but in such a manner so that all the provisions of this Agreement are carried out to the greatest extent possible.

2. *Perpetuities.* If the laws of the State of Idaho do not govern the vesting of any property interest held by a trust hereunder, then, unless terminated earlier by another provision of this Agreement, each trust's interest in such property shall terminate one day prior to the maximum duration of trusts (pursuant to the rule against perpetuities or any applicable similar rule such as the rule against the suspension of the power of alienation of real property) provided by the law of the state which governs the vesting of such property interest, and thereupon such property shall be distributed to the person for whose current benefit the trust then subsists or, if the trust has more than one current beneficiary, the trustee shall distribute the trust property equally among the current beneficiaries of the trust; provided, however, that if the trust is not GST Exempt and any of the current beneficiaries are not skip persons, then the trustee shall distribute the trust property equally among only the current beneficiaries of the trust who are not skip persons.

The trustee may, in the trustee's discretion, take any action necessary to comply with the provisions of this Section, the common law or statutory rule against perpetuities or any applicable law concerning the suspension of the power of alienation of property. For example, the trustee may first create a single or multiple owner entity (such as a limited liability company) to hold real property or other property before or after allocating or transferring such entity interest to any trust hereunder.

B. *Spendthrift Provision.* Except as otherwise expressly provided in this Agreement, a beneficiary of a trust hereunder does not have any power to transfer, mortgage, pledge, hypothecate or assign any part of his or her interest in the income or principal of any such trust, and the trustee shall not recognize any purported transfer, mortgage, pledge, hypothecation, order, assignment or any other act that would effect an anticipation of any part of a beneficiary's interest in the income or principal of any such trust. The net income and principal of any such trust shall not be subject in any manner to transfer by operation of law except as otherwise expressly provided in this Agreement, and shall be exempt from the claims of creditors or other claimants, and any orders, decrees, levies, attachments, garnishments and executions, and other legal and equitable processes or proceedings to the fullest extent permissible by law. The provisions of this Section shall not prevent (1) the trustee from making any such payment by depositing the payment in any bank or banking institution to the credit of such beneficiary or from making such payment in any other manner expressly provided for in this Agreement, or (2) a beneficiary from making a disclaimer of his or her interest in any trust hereunder. No power of appointment or power of withdrawal shall be subject to involuntary exercise, but this provision shall not prevent or limit the voluntary exercise of, or transfer pursuant to the exercise of, any power of appointment or power of withdrawal granted hereunder.



C. *Additions.* Except as otherwise expressly provided in this Agreement, the trustee of any trust hereunder may accept contributions of property of any kind to the trust, subject to such terms and conditions as may be negotiated by the donor and the trustee with respect to the contributed property.

D. *Addition of Income to Principal.* Any part of the net income of any trust hereunder that is not paid to the beneficiaries thereof shall be accumulated and, at least annually, added to the trust principal.

E. *Irrevocability.* Except as otherwise expressly provided in this Agreement, none of the trustee, me or any other person may revoke this Agreement, and I hereby waive all statutory and other legal rights to do so, either alone or in conjunction with any other persons.

F. *Relinquishment of Rights.* Notwithstanding any provision of this Agreement, I hereby relinquish (1) possession or enjoyment of, and the right to the income from, the trust property; (2) all rights and powers, whether alone or in conjunction with any other person, to designate the persons who shall possess or enjoy the trust property and the income therefrom; and (3) all rights and powers that would cause me to have an incident of ownership, as defined in Section 2042 of the Code, with respect to any insurance policies on my life held as a part of the trust property. No right, power or discretion granted to the trustee or any other person by this Agreement or by law shall be exercisable in a manner that would frustrate the foregoing. Should the provisions of this Agreement be inconsistent or in conflict with the foregoing, then this Section shall supersede the provisions that are set forth herein.

G. *Character of Payments.* All payments of trust property to a beneficiary, whether of trust income or principal, shall be the separate property of such beneficiary, and all income, rents, issues, profits, gains and appreciation in respect of such trust property paid or distributed to a beneficiary shall also be the separate property of such beneficiary.

H. *Powers of My Attorney-In-Fact.* All the rights and powers I have reserved under this Agreement may be exercised or released by my duly authorized attorney-in-fact under a power of attorney that expressly refers to this Agreement, and shall not be exercised or released by any guardian, conservator or other person on my behalf unless such person was nominated or appointed in writing by me.

I. *Additional Instruments.* A copy of any instrument created pursuant to this Agreement shall be filed with the trust records.

J. *Substantial Decisions of the Trust.* Notwithstanding any provision of this Agreement but subject to the power of the trustee to change the situs of the trust pursuant to the Article titled "Powers, Rights and Duties of Trustees and Other Fiduciaries" and the Section titled "Governing Law" in the Article titled "Interpretive Rules," all "substantial decisions" (as defined in Treasury Regulation Section 301.7701-7(d)(1)(ii)) of the trust shall be made exclusively by

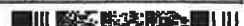


of this Agreement for a period longer than the continuance of the lives of the persons in being at the creation of any such limitation or condition and 25 years thereafter. In the event of such amendment or modification, this Agreement shall be construed to eliminate or modify any provisions violating the foregoing sentence, but in such a manner so that all the provisions of this Agreement are carried out to the greatest extent possible.

2. *Perpetuities.* If the laws of the State of Idaho do not govern the vesting of any property interest held by a trust hereunder, then, unless terminated earlier by another provision of this Agreement, each trust's interest in such property shall terminate one day prior to the maximum duration of trusts (pursuant to the rule against perpetuities or any applicable similar rule such as the rule against the suspension of the power of alienation of real property) provided by the law of the state which governs the vesting of such property interest, and thereupon such property shall be distributed to the person for whose current benefit the trust then subsists or, if the trust has more than one current beneficiary, the trustee shall distribute the trust property equally among the current beneficiaries of the trust; provided, however, that if the trust is not GST Exempt and any of the current beneficiaries are not skip persons, then the trustee shall distribute the trust property equally among only the current beneficiaries of the trust who are not skip persons.

The trustee may, in the trustee's discretion, take any action necessary to comply with the provisions of this Section, the common law or statutory rule against perpetuities or any applicable law concerning the suspension of the power of alienation of property. For example, the trustee may first create a single or multiple owner entity (such as a limited liability company) to hold real property or other property before or after allocating or transferring such entity interest to any trust hereunder.

B. *Spendthrift Provision.* Except as otherwise expressly provided in this Agreement, a beneficiary of a trust hereunder does not have any power to transfer, mortgage, pledge, hypothecate or assign any part of his or her interest in the income or principal of any such trust, and the trustee shall not recognize any purported transfer, mortgage, pledge, hypothecation, order, assignment or any other act that would effect an anticipation of any part of a beneficiary's interest in the income or principal of any such trust. The net income and principal of any such trust shall not be subject in any manner to transfer by operation of law except as otherwise expressly provided in this Agreement, and shall be exempt from the claims of creditors or other claimants, and any orders, decrees, levies, attachments, garnishments and executions, and other legal and equitable processes or proceedings to the fullest extent permissible by law. The provisions of this Section shall not prevent (1) the trustee from making any such payment by depositing the payment in any bank or banking institution to the credit of such beneficiary or from making such payment in any other manner expressly provided for in this Agreement, or (2) a beneficiary from making a disclaimer of his or her interest in any trust hereunder. No power of appointment or power of withdrawal shall be subject to involuntary exercise, but this provision shall not prevent or limit the voluntary exercise of, or transfer pursuant to the exercise of, any power of appointment or power of withdrawal granted hereunder.



“United States persons” (as defined in Section 7701(a)(30) of the Code) and no substantial decision of the trust shall require the consent, or be subject to the veto, of any person who is not a United States person. Any provision of this Agreement purporting to grant any person who is not a United States person the power to participate, by vote, veto or otherwise, in any substantial decision of the trust shall be void and of no effect.

ARTICLE XIV

POWERS, RIGHTS AND DUTIES OF TRUSTEES AND OTHER FIDUCIARIES

A. *General Trustee Powers.* All trustee powers now or hereafter conferred in this Agreement or by applicable law are exercisable by the trustee unless otherwise conferred upon the Investment Advisor or otherwise limited or restricted herein. In addition to the powers now or hereafter conferred by applicable law, including but not limited to those powers which are set forth in the Uniform Trustees’ Powers Act, being Chapter 1 of Title 68, Idaho Code, as now in effect and as may hereafter be amended (such powers being incorporated herein by this reference), the trustee of each trust hereunder may:

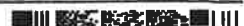
1. make payments or distributions (including the satisfaction of any pecuniary legacy) of income or principal in kind or in money, or partly in each, in shares of differing composition, without regard to the income tax basis of specific property allocated to any beneficiary (including any trust);
2. hold, manage, insure, coinsure, reinsure, improve, repair, access and control all trust property, real or personal, including digital assets;
3. sell for cash or credit, or on installments, at public or private sale, grant options to purchase, and convey or exchange any and all of the trust property for such price, including property of equivalent value (whether of like kind or similar use), and upon such terms, as the trustee determines;
4. lease or license the use of any tangible or intangible personal property at any time forming a part of the trust property upon such terms as the trustee determines;
5. borrow money from any source (including from such trustee or any other fiduciary hereunder), extend or renew any existing indebtedness; mortgage or pledge all or any part of the trust property; guarantee payment of any loan from any entity; and pledge or hypothecate all or any part of the trust property as collateral for any loan, indebtedness or guarantee;
6. release, assign, settle, compromise, contest, participate in mediation, agree to arbitrate and be bound thereby, extend the time for payment of, or abandon, claims or demands in favor of or against the trust property or any part thereof;



7. sell, convey, exchange, release, mortgage, encumber, lease, partition, improve, manage, protect and subdivide any real estate interests or parts thereof; dedicate roads or other portions of the property for public use, adjust boundary lines, vacate any subdivisions or parts thereto, grant options to purchase; lease such property, or any part thereof from time to time in possession or reversion, by leases to commence currently or in the future, and upon any terms and for any period or periods of time including a period beyond the term of the trust (including, if permissible under applicable law, beyond the term of the rule against perpetuities); renew or extend leases, amend, change or modify the terms and provisions of any lease, and consent to the assignment of leases, contract to make leases and grant options to lease and options to renew leases and options to purchase the whole or any part of any reversion; grant easements or charges of any kind; release, convey or assign any right, title or interest in or about an easement appurtenant to such property or any part thereof; construct and reconstruct, remodel, alter, repair, add to or take from buildings on such premises; purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease; direct the trustee of any land trust of which the trust is a beneficiary to convey title to the real estate subject to such land trust, execute and deliver deeds, mortgages, notes, and any and all documents pertaining to the property subject to such land trust and in all matters regarding such trust and/or execute assignments of all or any part of the beneficial interest in such land trust;

8. abandon any trust property that the trustee deems to be worthless or not of sufficient value to warrant keeping or protecting; abstain from the payment of taxes, water, rents, assessments, repairs, maintenance and upkeep of any such property; permit any such property to be lost by tax sale or other proceedings, or convey any such property for nominal or no consideration; permit the expiration of any renewal, sale, exchange or purchase option with respect to any property or lease thereof;

9. invest in, purchase, retain or sell any type of property (regardless of whether a security is listed on any stock exchange or other public market, registered with any securities commissions or similar bodies or subject to contractual, legal or other restrictions, including "investment letter" restrictions), including (without limitation) common stock, other stocks, interests in any closely-held business, stock options or warrants, interests in limited liability companies, interests in any type of partnership (including but not limited to general partnerships, limited partnerships, limited liability partnerships, and limited liability limited partnerships), bonds, notes, debentures, mortgages, preferred stocks, puts or calls, voting trust certificates, options, derivative instruments, beneficial interests in land trusts, interests in common trust funds, mutual funds (including mutual funds managed or advised by a fiduciary hereunder), "open-end" or "closed-end" investment funds or trusts, hedge funds, private equity funds (of any type), real estate investment trusts, savings and loan or building and loan associations, commodities, commodity pools, commodity options, commodity partnerships, swaps, caps and collars and any and all derivations thereof, managed futures, managed stock accounts, foreign exchange, or other property or undivided interests in property, real or personal, foreign or domestic, tangible or intangible;



10. purchase securities on margin and engage in short sales, sales against the box and other investment strategies, whether covered or uncovered;

11. purchase or otherwise acquire, for cash, credit or installments, form, create, organize, invest in, reinvest in, retain or continue for an indefinite term, any "Business Entity" (as hereinafter defined) located within or without the United States, regardless of the form of participation or ownership and even though it may be closely or privately held or may constitute all or a large portion of the trust property of a trust; have and exercise all the powers necessary and incidental to ownership in such Business Entity, including authorizing or voting to authorize the making of charitable contributions by such Business Entity; participate in the conduct of such Business Entity or rely upon others to do so, and take or delegate to others discretionary power to take any action with respect to its management and affairs that a person could take as owner of such Business Entity, including the voting of stock, and the determination of all questions of policy; take possession of the assets of such Business Entity and exercise complete control and management of such Business Entity, and in connection therewith, enter into and perform contracts, commitments, orders, and engagements; incur expenses and debts in connection with the conduct and operation of such Business Entity, and pay and discharge such expenses and debts; join in and execute operating agreements, partnership agreements and amendments thereto; participate in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of such Business Entity or any change in its nature and retain and continue such changed or successor Business Entity; invest additional capital in, subscribe to or buy additional stock or securities of or make or guarantee new or increased secured, unsecured or subordinated loans to any Business Entity with trust funds; rely upon the reports of certified public accountants, appraisers, consultants and other professional advisors, without independent investigation and without obligation to file any report with any court in any jurisdiction; elect, employ and compensate directors, officers, employees or agents of any Business Entity, who may include the trustee or a director, officer or agent of the trustee; show in summary form in the trustee's accountings, if any, only the financial position of a Business Entity and not include in detail all the business transactions; deal with and act for such Business Entity in any capacity, including any banking or trust capacity and the loaning of money out of a trustee's own funds, and be compensated therefor; sell, pledge or liquidate any interest in such Business Entity; provided, however, that notwithstanding the provisions of this subsection, the trustee shall not purchase or otherwise acquire, form, create, organize, invest or reinvest in any Business Entity that is not publicly traded on an established securities exchange or an open-end regulated investment company if the trustee is employed by such Business Entity or if the trustee (or the trustee's family) directly or indirectly owns an interest in such Business Entity, unless (i) the trustee is a descendant of my grandparents or a spouse of such a descendant; (ii) the beneficiary, a descendant of the beneficiary's grandparents, a descendant of my grandparents or a spouse of any of such persons is employed by or owns (directly or indirectly) an interest in such Business Entity; or (iii) the beneficiary consents to such action in a written instrument filed with the trust records; provided, further, that the trustee may continue to hold interests in any Business Entity held by the trust at the time the trustee began serving as such;

12. invest and reinvest the trust property wholly or partially in any interests in oil, gas or other mineral resources received from any source, such investments to be made either directly or through entities intended to protect the trust property; retain any interests in oil, gas or other mineral resources; execute as to those interests any agreements, assignments, contracts, deeds, grants, leases for any term (even though the term may extend beyond the termination of such trust) and any other instruments or documents; manage, control, operate, explore, mine, develop or take any action for the production, recovery, sale, treatment, storage or transportation of any interest in oil, gas or other mineral resources; drill, rework or recompleat wells of any type; conduct or participate in secondary recovery operations; enter into agreements for pooling or unitization; install, operate or participate in the operation of any plant, mine or other facilities; and interests in oil, gas and other mineral resources may be retained and acquired without liability for any loss and without application to any court;

13. acquire or retain any farm, ranch or forest property; engage in farm, ranch and forestry operations and the production, harvesting and marketing of farm, ranch and forest products, including livestock breeding and feeding and poultry and dairy farming, either by operating directly with hired labor, by retaining farm managers or management agencies, by renting on shares or for cash, by entering into logging contracts or selling standing timber, or in any other manner; enter into farm programs; purchase or rent farm, ranch and forest machinery and equipment, livestock or other animals, poultry, seed and feed; improve farm, ranch and forest property and repair, improve and construct farm buildings, fences and drainage facilities; and in general to do all things customary or desirable in farm, ranch and forest operations;

14. determine whether and to what extent receipts and expenditures should be allocated to or charged against income or principal; and except as may be otherwise provided herein, the trustee is not required to adhere to the provisions of the applicable Principal and Income Act (but in no event shall any such allocation fundamentally depart from state law); provided, however, that any proceeds received by the trustee from any "Qualified Retirement Plan" (as hereinafter defined) shall constitute principal, except to the extent of income earned on such proceeds after the plan participant's death which shall constitute income; establish out of income and credit to principal reasonable reserves for the depreciation or depletion of tangible personal properties; amortize premiums paid on the purchase of securities or other property; provided, however, that any capital gain dividends from investments in mutual funds, common trust funds or real estate investment trusts shall be deemed to constitute principal;

15. employ and pay reasonable compensation to such agents, brokers, advisors, trustees, custodians, depositaries, title holders, escrowees, accountants, attorneys, investment counsel, appraisers, insurers, administrative assistants and others (who may be the trustee in such other capacity or any firm or corporation with which the trustee is associated), and execute any general or limited direction or power of attorney for any such employment or agency relationship; and such expenses shall not be charged against the compensation of the trustee;



17. cause any securities or other trust property to be issued, held or registered in any trustee's individual name, or in the name of a nominee, with or without disclosure of any fiduciary capacity, or in a form such that title will pass by delivery;

19. open margin accounts, discretionary accounts or any other type of account with brokerage firms, banks or others, and invest the trust property in, and conduct, maintain and operate, these accounts for the purchase, sale and exchange of stocks, bonds and other securities, and in connection therewith, borrow money, obtain guarantees, and engage in all other activities necessary or incidental to conducting, maintaining and operating these accounts;

Christian Nickum Gift Trust Agreement



and if necessary for the transfer of the situs of the administration of a trust, the persons on the Hierarchy List set forth in the Article titled "Successor and Additional Trustees" empowered to establish a plan of trustees of the trust, or if none, the trustee may designate a person or corporate trustee to assume office as a co-trustee of that trust, and thereafter may act as adviser to such substitute trustee and may receive reasonable compensation for so acting;

21. open and maintain one or more savings accounts or checking accounts and rent safe-deposit boxes or vaults, wherever located, within or without the United States, even if the bank or trust company at which the safe-deposit box or vault is located is acting as trustee of such trust; deposit to the credit of such account or accounts all or any part of the trust property, irrespective of whether such property may earn interest; add to or remove some or all of the items placed in any safe-deposit box or vault; withdraw a portion or all of such funds so deposited by check or other instrument signed by the trustee, or by such other person or persons as the trustee may authorize, and any such bank, company or association may allow such person or persons access to such safe-deposit box or vault and to pay such check or other instrument and also to receive the same for deposit to the credit of any holder thereof when so signed and properly endorsed, without inquiry of any kind; and access when so allowed, and payments when so made by such bank, company or association, shall not be subject to objection by any person concerned or interested in any way in the trust;

22. register or qualify any securities under the Securities Act of 1933, as amended, or any similar or applicable federal law, and register or qualify any such securities under any state securities law; enter into such agreements with underwriters and the corporation that issued any such securities as the trustee deems proper; make such representations and warranties, assume such obligations, and engage in such undertakings of indemnity and make such other arrangements concerning undertakings of indemnity, including the purchase of any insurance policies, as the trustee deems proper; create escrows, enter into custody agreements, and execute powers of attorney and any other instruments delegating authority and discretion to others; and do any and all other acts and things that the trustee deems necessary or advisable for the purpose of the sale, exchange, transfer, or other disposition of any securities;

23. retain, sell (in a public or private sale), hypothecate or otherwise dispose of any paintings, drawings, prints, pictures, photographs, statues, porcelain, silver, books, furniture and furnishings, and other art objects, antiques or collectibles received by the trustee; pay any storage charges, insurance premiums and costs of maintenance and preservation in connection therewith; and lend any such art objects, antiques or collectibles to any beneficiary or any organization, or exhibit them for or without rent or other consideration, on such terms as the trustee deems advisable;

24. lend the principal or income of the trust property to the beneficiary thereof, with or without interest or security; and make loans to such other persons (other than me except as provided in the Article titled "Non-Grantor Trust Provisions"), Business Entities, trusts or estates,



upon such terms, with such rates of interest and with such security as the trustee deems adequate to protect the trust;

25. allocate different kinds or disproportionate shares of trust property or undivided interests in trust property among beneficiaries of separate trusts and determine the value thereof; except as otherwise provided herein, make joint investments with other trusts and hold such joint investments as a common fund for purposes of administration, dividing the net income therefrom in the same proportions as the respective interests of such trusts;

26. to the extent permitted by and subject to the conditions of applicable law, at any time and from time to time, and subject to revocation at any time, delegate any of the trustee's authorities, discretions and powers to any persons and/or entities, such delegation and all revocations thereof to be evidenced by a written instrument delivered to the persons or entities to whom the delegation is made and filed with the trust records;

27. purchase, maintain and sell insurance or endowment policies, annuities or variable annuities of any kind on the life of any person and exercise all the rights, options, benefits and other incidents of ownership with respect to such policies and annuities, and pay premiums for the purchase or maintenance of any such policy or annuity out of trust property; take such action, including the commencement of legal proceedings, to collect those proceeds of any such policy or annuity; provided, however, that no issuer of such a policy or annuity shall have any obligation to inquire into the terms of this Agreement or to see to the application of the proceeds and the benefits of such a policy or annuity; and, provided, further, that a written receipt by the trustee and delivered to any such issuer shall be effective to release the issuer from any liability in connection with such policy or annuity; provided, further, that the trustee shall have no duty to maximize the earnings of the trust property by borrowing the cash value of any life insurance policy; provided, further, that except as otherwise expressly provided in this Agreement, the income of the trust may not be used during my lifetime to pay premiums on policies of insurance on the life of me or my spouse;

28. amend this Agreement to eliminate in whole or in part a current or future beneficiary's power to appoint property of a trust (including a power created by a trustee pursuant to the following subsection 29) to himself or herself, his or her creditors, his or her estate, or his or her estate's creditors, or to impose such terms and conditions on the exercise of such power as the trustee determines in the trustee's discretion, by means of an instrument duly acknowledged by the trustee and delivered to the beneficiary of such trust; provided, however, that the trustee shall have no duty to determine whether to exercise this power unless the beneficiary, by a written instrument delivered to the trustee, requests that the trustee do so; and provided further, that no beneficiary-trustee of the Gift Trust and only a corporate trustee of any Legacy Trust shall have any vote or otherwise participate in any decision to exercise the powers granted hereunder with respect to such trust;

33. invest trust property in, and sell or otherwise dispose of, remainder interests, income interests, life estates, annuity interests and other terminable, term or future interests or similar types of limited interests in property; and make joint purchases and sales of any property or interests therein with any entity or person. In connection with transactions described in this subsection, the trustee may, but need not, rely upon appraisals or representations of value as the trustee in the trustee's discretion may deem appropriate, including, without limitation, appraisals rendered by professional appraisers, actuaries, accountants or opinions of counsel;

34. acquire or lease assets for the benefit of or use by a beneficiary irrespective of any risk, nonproductiveness, or lack of diversification;

35. make or refrain from making any tax election;

36. add to or otherwise change the name of any trust for purposes of identification;

37. prior to or simultaneously with the completion of the funding of a trust (a "New Trust") to be created upon the termination of another trust hereunder, make distributions of income or principal from the terminating trust directly to or for the benefit of any beneficiary of the New Trust, as if the trustee were the trustee of such New Trust; and

38. make any payment, receive any money, take any action and make, execute, deliver and receive any contract, deed, instrument or document, that the trustee may deem necessary or advisable to exercise any of the trustee's powers or to carry out any provisions contained herein; and in addition to the powers enumerated hereinabove, do all other acts that in the judgment of the trustee are necessary or desirable for the proper administration of the trust.

B. *Absolute Discretion of Trustee.* I intend to give the trustee the broadest possible powers to act hereunder, including rights, powers and privileges that an absolute owner of such property would have, subject to the trustee's fiduciary obligations and the terms and limitations of this Agreement. Accordingly, subject to the foregoing, the trustee shall have sole and absolute discretion regarding the exercise of the trustee's powers (within the mandate of the powers given to the trustee), and such exercise shall be final and conclusive upon all persons interested in the trust.

C. *Duty of Impartiality.* The trustee shall at all times administer the trust in a manner that is impartial with respect to the beneficiaries, consistent with the priorities and purposes of the trust and the nature and terms of the beneficiaries' interests.

D. *Conflict With Applicable Law.* To the extent permissible, if there is a conflict between applicable law and this Agreement, the terms of this Agreement shall control.

E. *Payments and Distributions to Certain Beneficiaries.*

1. *Facility of Payments.* Notwithstanding any provision of this Agreement, where the trustee is authorized to make payments to a beneficiary, the trustee may make such payments by applying such amounts directly for the benefit of the beneficiary without the intervention of a guardian or similar fiduciary, and in the case of minor beneficiaries, may make payments to a custodian under an applicable Uniform Transfers to Minors Act or similar law in any jurisdiction and to any guardian of the person of a minor beneficiary to help defray the costs of housing and other expenses incurred by such guardian for the direct or indirect benefit of the minor beneficiary. If no custodian for the beneficiary is then serving under an applicable Uniform Transfers to Minors Act or similar law, the trustee may select a person to act as such custodian.

2. *Retention for Persons Under Age 21.* The trustee may deal with property that vests in a person who has not attained 21 years of age as follows:

a. retain all or part of the property and manage the retained property for the person's benefit until the person attains 21 years of age, and during such time apply the property as the trustee sees fit from time to time for the person's welfare, adding to principal any income not so applied and distributing the property to the estate of the person if the person dies before receiving the property in full; or

b. turn over all or part of the property, either initially or at any time after having chosen to manage the property for the person's benefit, to a custodian under an applicable Uniform Transfers to Minors Act or similar law in any jurisdiction, to either parent of the person or to a person with whom the person resides on behalf of the person, or to the person directly, without judicial authorization, without bond and without the intervention of any parent or guardian of the person's property, and the trustee shall not be responsible for the disposition of the property after it is so transferred.

All powers conferred on the trustee shall be exercisable in respect of property retained and managed for the benefit of a person under this Section, and the trustee shall be entitled to the same compensation for retaining and managing the property to which such trustee would be entitled if such trustee held the property as trustee.

F. *Accountings.* Except as otherwise required by law or upon the written request of a beneficiary, the trustee may, but has no duty to, render periodic accounts (whether interim, final or otherwise) of a trust to a beneficiary or to any court; provided, however, that a beneficiary may not call upon a trustee to account more frequently than annually; provided further, that a beneficiary whose only interest hereunder is to a general legacy or specific bequest upon my death shall only be entitled to an accounting that is sufficient to protect such interest. A beneficiary may grant a trustee a full and complete release from any and all liability to the beneficiary attributable to any act by or omission of the trustee and may approve any accounting of the trust. Any such release or approval by all of the adult current beneficiaries of a trust shall be binding and conclusive

G. *Multiple Trusts.* Where there are two or more trusts held for the benefit of the same beneficiary, in determining whether to make discretionary payments of trust property to the beneficiary from such trusts, the trustee shall consider the tax attributes of such trusts and the tax consequences of any such payments and may make disproportionate payments to the beneficiary from such trusts.

Otherwise, except as may be expressly agreed upon by the person by whom a trustee was appointed or by the person in the most superior position on the Hierarchy List of the Article titled “Successor and Additional Trustees” who is empowered to establish a plan of trustees for the trust:

2. *No Additional or Special Fee for Holding Title to Real Property or Tangible Personal Property.* No trustee shall receive any additional or special fee for holding title to any real property or tangible personal property, nor shall any trustee include the value of any such real



property or tangible personal property when computing that portion of regular annual fees that is based on the value of the trust property, whenever provisions in this Agreement exclude such trustee from participating in any decision or determination involving the operation, maintenance, repair or improvement of such real property or tangible personal property and in any decision or determination involving the retention, sale or other disposition of such real property or tangible personal property and release such trustee from liability involving such matters.

I. *Other Fiduciary Compensation and Expenses.* A fiduciary serving in a capacity other than as a trustee shall be entitled to compensation as may be provided in a written agreement between the fiduciary and the person by whom such fiduciary was appointed. If no such agreement exists, then a non-corporate fiduciary serving in a capacity other than as a trustee shall be entitled to receive reasonable compensation for acting as such, and a corporate fiduciary serving in a capacity other than as a trustee shall receive compensation according to such corporate fiduciary's published schedule of fees in effect when its services are rendered. In addition to compensation, a fiduciary shall be entitled to reimbursement for reasonable expenses incurred in connection with such fiduciary's services as a fiduciary.

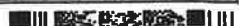
J. *Settlor Compensation.* Notwithstanding any provision herein, I shall not be entitled to compensation for serving in any fiduciary capacity hereunder.

K. *Third Parties.* No person or entity dealing with the trustee shall be obliged to inquire as to the powers of the trustee, or to see to the application of money or property delivered to the trustee, and the certificate of the trustee that the trustee is acting in compliance with this Agreement shall fully protect all persons and entities dealing with the trustee.

L. *Exculpation from Bond.* The trustee shall not be required to furnish a bond for the proper performance of the duties of the trustee as trustee of any trust, but if any such bond is nevertheless required by any law, statute or rule of court, no surety shall be required thereon, and I request that such bond be accepted in the lowest amount possible.

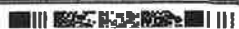
M. *No Court Approval.* To the extent permitted by law, (1) the trustee shall not be required to qualify before, be appointed by, or in the absence of breach of trust, account to any court or obtain the order or approval of any court in the exercise of any power conferred upon the trustee (and may exercise such powers for any period of time, including any period of time beyond the period that is required for an interest created hereunder to vest so as to be valid under the rule against perpetuities), (2) the trustee shall not be required to file any inventory or appraisal or any annual or other returns or reports to any court, and (3) the trustee shall be exempt from any statutory or legal duty to register the trust in any court, except for such temporary filing or registration as may be required by any court action involving any such trust.

N. *Powers, Duties, Limitations, Immunities and Liabilities of Fiduciaries.* Except as otherwise may be expressly provided:



or law (collectively "prudent investor statutes") with respect to the investment of trust property, and the provisions of this Agreement shall control to the extent they are in conflict with any applicable prudent investor statutes. The trustee's or Investment Advisor's investment decisions respecting individual assets shall be evaluated not in isolation, but in the context of the trust portfolio as a whole and part of an overall investment strategy having risk and return objectives reasonably suited to the trust. Among circumstances that the trustee or Investment Advisor shall consider in investing and managing trust assets are such of the following as may be relevant to the trust or to the beneficiaries: general economic conditions; the possible effect of inflation or deflation; the expected tax consequences of investment decisions or strategies; needs for liquidity, regularity of income and preservation or appreciation of capital; and an asset's special relationship or special value, if any, to the purposes of the trust or to the beneficiaries. Notwithstanding any provision of this Agreement to the contrary, the trustee or Investment Advisor shall not purchase any asset in a manner that would constitute a crime pursuant to federal, state or local law, or that would violate the provisions of this Agreement. The trustee or Investment Advisor may engage professional advisors to assist in making investment decisions, and may invest the trust assets in any manner, including but not limited to balancing investments between growth and income. In addition, the trustee or Investment Advisor may (but is not directed to) consider the portfolio of "similar" trusts (as hereinafter defined) in investing the assets of a trust hereunder and may consider the assets of such similar trusts as part of a single portfolio in determining overall asset allocation, risk and diversification. As used herein, trusts shall be considered "similar" (whether or not created under this Agreement) if they have identical current and future beneficiaries (notwithstanding differences in distribution standards and powers of appointment).

P. *Family Enterprise.* The trustee may invest or hold contributed interests in or any interest or indebtedness of any Business Entity whether in existence on the date of execution of this Agreement or established hereafter in which the majority of the outstanding interests (either by vote or economic value) are held, in the aggregate, directly or indirectly by me or any descendant of mine, or by any trust for my benefit or the benefit of any descendant of mine (hereinafter referred to as a "family enterprise"). Any family enterprise shall be deemed to be a suitable investment of trust property of any trust established pursuant to this Agreement, even though such investment may not be marketable, may involve a high degree of investment risk, may never yield a dividend or other income, and may constitute a substantial portion or all of the property of any trust created hereunder. Notwithstanding any rule of law with respect to the suitability of investments, the trustee is expressly authorized: (1) to invest and reinvest trust property in any family enterprise and to hold any family enterprise or family enterprise investment for an indefinite period; (2) to form or participate with others in the formation of a new family enterprise in any jurisdiction for the purpose of continuing the business or investments of any family enterprise, or the purpose of engaging in any other lawful business; (3) to (a) transfer, sell, or lease property to, (b) purchase or lease property from, (c) make further investments in, or (d) advance or lend money to, any family enterprise; (4) to enter into voting trusts, buy-sell stock restrictions, stock redemptions, or other similar agreements with respect to any family enterprise;



and (5) to have and exercise the same rights as the trustee would have if the trustee was the individual owner of the family enterprise held by any trust created hereunder.

Q. *Nondiversification and Indemnification.* The fiduciaries hereunder shall not be responsible for the failure to diversify investments or make any trust created pursuant to this Agreement income producing. Furthermore, the fiduciaries shall be held harmless for any losses as a result of the failure to diversify and/or to make any trust created pursuant to this Agreement income producing. The fiduciaries and all persons or entities employed by a fiduciary shall be indemnified by each respective trust created hereunder against expenses actually or necessarily incurred by such person or entity in connection with the defense of any action, suit, or proceeding, whether civil or administrative, relating to nondiversification or any other action taken or not taken with respect to the investment of trust property pursuant to this Section, including any such action taken or not taken by the fiduciary, in which such person or entity is made a party by reason of having been a fiduciary or employed by a fiduciary hereunder.

R. *Merger of Corporate Fiduciary.* If any corporate fiduciary is merged into or consolidated with or sells or transfers all or substantially all of its assets and business to another corporate fiduciary, or is in any manner reorganized or reincorporated, the surviving corporate fiduciary shall thereupon become the corporate fiduciary without any further act on the part of such corporate fiduciary.

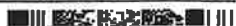
S. *Resignation and Acceptance of Fiduciary.*

1. *Resignation.* Any person or corporate fiduciary acting in any fiduciary capacity hereunder with respect to any trust may resign at any time for any reason by written instrument delivered to each current beneficiary of the trust and to each trustee of the trust, if any, and judicial approval shall not be required. Notwithstanding the foregoing:

a. In the event a trustee's resignation would leave the office of trustee vacant or would otherwise reduce the number of then serving trustees below the minimum number of trustees that are required to serve under this Agreement, the trustee's resignation shall not be effective until a successor trustee has accepted appointment and assumed office as trustee.

b. In the event a successor to a resigning Investment Advisor is required under the terms of this Agreement, the resigning Investment Advisor's resignation shall not be effective until a successor Investment Advisor has accepted appointment and assumed office.

2. *Acceptance.* Any person or corporate fiduciary designated to act as a fiduciary hereunder shall assume office in such capacity upon such person's or corporate fiduciary's execution of a written instrument accepting such office.



T. *Incapacitated Fiduciary.* If any person acting in any fiduciary capacity hereunder is or becomes incapacitated, then said person shall be deemed to have resigned in every capacity in which said person is acting as a fiduciary hereunder.

U. *Transition of Trusteeship.* A trustee of a trust hereunder that has resigned or has been removed and that has custody of trust assets shall be permitted to hold a reserve in escrow for the payment of taxes, trustee fees, attorney fees and other liabilities and expenses which the trustee or the trust may incur or be liable for with respect to the administration of the trust or with respect to the judicial or informal release of the trustee after the effective date of the resignation or removal.

V. *Multiple Fiduciaries.* If more than one person or entity is acting in the same fiduciary capacity with respect to a trust:

1. *Majority Vote to Govern.* A decision made by a majority of the co-fiduciaries who are qualified to vote on such decision shall control, without liability to any co-fiduciary who dissents in writing. For purposes of this paragraph, if only two co-fiduciaries are qualified to vote on a decision, such decision shall control only if both fiduciaries vote in favor of the decision.

2. *Single Signatory.* Unless a co-fiduciary elects otherwise in writing, any one co-fiduciary may sign any checks, agreements or other documents on behalf of the trust and such signature shall bind the trust in the same manner as though said check, agreement or other document had been signed by all of the co-fiduciaries acting in the same capacity, and no person or entity dealing with the signing fiduciary shall be obliged to inquire as to the other co-fiduciary's acquiescence to such action.

3. *Meetings and Communications.* The fiduciaries may carry out their duties, communicate with each other, participate in meetings and/or vote via electronic mail, telephone (individual calls or conference calls), facsimile or other communications equipment.

4. *Authority.* The trustee, whether original or successor, for the time being in office, shall have full authority to act even though one or more vacancies may exist.

W. *Small Trust Termination.* If at any time the trustee (other than a beneficiary-trustee) determines that a trust is no longer economical to administer, such trustee, without further responsibility, may distribute the remaining trust property to the person for whose current benefit the trust then subsists or, if the trust has more than one current beneficiary, such trustee shall distribute the trust property in a manner such trustee believes, in such trustee's discretion, to be both equitable and consistent with my intent hereunder among the current beneficiaries of the trust; provided, however, that if the trust is not GST Exempt and any of the current beneficiaries is not a skip person, then the trustee shall distribute the trust property equally among only the current



X. *Valuations.* In making distributions or allocations under the terms of any trust to be valued as of a particular date, the trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the trustee's judgment, obtaining appraisals or other determinations of value for such date would result in unnecessary expenses, and if in the trustee's judgment, the fair market value as determined by such method is substantially the same as on that actual date. Notwithstanding the foregoing, this Section shall not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit or most favorable allocation of an exemption.

Z. *Merger of Trusts.* The trustee (other than a beneficiary-trustee) of a trust hereunder (other than a qualified subchapter S trust (as defined in Section 1361(d)(3) of the Code)) may, in such trustee's discretion, merge the trust with any other trust that is held upon substantially the same terms and conditions as the trust hereunder. In determining whether a trust is held upon substantially the same terms and conditions as the trust hereunder, the trustee need not take into consideration the interest of any future beneficiary in either such trust if the value of such future beneficiary's interest immediately before the merger of such trusts is less than five percent of the value of the property of the trust in which such future beneficiary has an interest. The merged trust may be administered and disposed of by such trustee under the provisions of the trust hereunder or under the provisions of the instrument governing such other trust, and the trust hereunder shall cease to exist if it merges into another trust. In accordance with the foregoing, in the event another trust is merged into a trust hereunder, such trustee may shorten the period during which the trust hereunder subsists to comply with the provision herein titled "Rule Against Perpetuities," if necessary, to effectuate such merger. I understand that the trustee's exercise of this power could result in the interruption of the succession of trustees provided for in this Agreement, including the immediate cessation of services of the acting trustee, and the administration of each such trust by a trustee not named herein or nominated hereunder.

AA. *Transfers to Other Trusts.* A corporate trustee of a Legacy Trust and a trustee that is not a beneficiary-trustee of the Gift Trust (either such Legacy Trust and Gift Trust referred to as the “First Trust” in this Section) (other than a qualified subchapter S trust (as defined in Section 1361(d)(3) of the Code)) who is authorized to pay income and principal solely as the trustee determines in the trustee’s discretion and such discretion is not limited by an ascertainable standard within the meaning of Sections 2041 and 2514 of the Code, may distribute all or any part of the trust property of the First Trust as such trustee, in such trustee’s discretion, deems advisable to the trustee of one or more new trusts created or to be created by any person (a “New Trust”), including



Notwithstanding any provision of this Agreement, if the beneficiary of a trust hereunder that otherwise satisfies the requirements of a qualified subchapter S trust (as defined in Section 1361(d)(3) of the Code) makes an election under Section 1361(d)(2) of the Code with respect to such trust, the trustee shall thereafter pay the beneficiary all of the net income of the trust, in annual or more frequent installments.

FF. *Taxation of Trust.* The trustee shall not take any action that would cause the trust to be taxable as a corporation or an association.

1. in order to realize the intended tax consequences of any provision hereunder, achieve tax advantages or to respond to changes in the Code or applicable state law and the rules and regulations thereunder that otherwise may reduce or eliminate the tax benefits available to the trust and its beneficiaries;



2. to facilitate the administration of the trust in the interests of the current and future beneficiaries thereof;

3. to correct any typographical or scrivener's error; or

4. to restate this Agreement in its entirety solely to reflect and incorporate changes made by one or more of the following:

a. any permissible amendment to this Agreement;

b. any plan of trustees;

c. any plan of Investment Advisors; and

d. Any exercise of a power of appointment granted under this Agreement.

In the trustee's discretion, any such amendment may apply prospectively or retroactively to the inception of the trust. The trustee shall have no duty to monitor any trust created hereunder in order to determine whether any of the powers and discretions conferred under this Section should be exercised, and the trustee is not required to exercise any power or discretion granted under this Section. Any exercise or nonexercise of the powers and discretions granted to the trustee shall be in the trustee's discretion, and shall be binding and conclusive on all persons. Further, the trustee shall have no duty to keep informed as to the acts or omissions of others or to take any action to prevent or minimize loss. Absent bad faith, the trustee is hereby exonerated from any and all liability arising from any exercise or non-exercise of the powers and discretions conferred under this Section.

HH. *Conflicts of Interest.* A trustee or an affiliate of a trustee shall not be prohibited in any respect from participating in, or from receiving compensation for participating in, any transaction with respect to and on behalf of any trust held under this Agreement due to such trustee's or affiliate's duty of loyalty or duty to avoid conflicts of interest, and such duties are hereby waived for such purpose. By way of example and not limitation, the trustee is authorized, in the trustee's discretion, to enter into transactions with, and/or retain the services of, any trustee hereunder (including such trustee) or any affiliate of any trustee upon such terms and conditions as the trustee deems advisable, including, but not limited to, transactions or services in which the trustee or any affiliate thereof: (i) acts as a broker, dealer or investment advisor to execute security, insurance, real estate and any other transaction on behalf of any trust hereunder; (ii) purchases assets from or sells assets to any trust hereunder (including, but not limited to, contracts of insurance, securities, derivatives or other financial instruments); (iii) lends money to any trust hereunder; or (iv) acts as the manager and/or has a carried interest, including investments managed by the trustee or any affiliate thereof. The trustee also is authorized, in the trustee's discretion, to invest in any money market deposit or similar account, in securities of the trustee or any affiliate



thereof, or in one or more investment funds or Business Entities to which the trustee, or any affiliate thereof, renders services and receives compensation therefrom. In addition to receiving compensation for acting as trustee, each trustee and such trustee's affiliates providing services to the trust shall be entitled to compensation from the trust estate for such services as if such services were provided by unrelated entities and without any reduction in compensation because such trustee or affiliate is acting in more than one capacity. Accordingly, except as may be expressly provided herein to the contrary, Idaho Code Section 68-108 shall not apply to a trustee of a trust hereunder, and I waive any requirement that a trustee or an affiliate of a trustee seek approval from a court or otherwise to perform or participate in any of the actions or enter into any of the transactions described in this Section, including but not limited to the requirement in Idaho Code Section 68-108 to petition for court approval to perform or participate in such actions or enter into such transactions. As used in this Section, "affiliates" of a trustee shall include any subsidiary of the trustee and any individual or entity associated or affiliated with the trustee or any of such trustee's subsidiaries.

II. *Waiver of Applicability of Idaho Trust Institutions Act.* I am aware of the provisions of the Idaho Trust Institutions Act, being Chapter 32 of Title 26, Idaho Code, and the restrictions such Act imposes on individuals and entities who are eligible to serve as trustees. Notwithstanding the provisions of such Act, I (or the persons on the Hierarchy List) may request persons to serve as trustees of trusts created hereunder who may not be eligible to serve pursuant to the Idaho Trust Institutions Act. Accordingly, I hereby waive the applicability of the Idaho Trust Institutions Act and all provisions of any applicable law that would limit any person's ability to serve as trustees hereunder. If for any reason such waiver is ineffective, all provisions of this Agreement regarding exoneration, indemnification and limitation of liability shall apply fully to any person designated or appointed as successor trustee hereunder, and if any such person is subject to any fines, penalties or disgorgement of trustee fees, such person shall be entitled to reimbursement out of the trusts hereunder of all fines, penalties, fees and costs, including reasonable attorney's fees, in connection with any action or proceeding before a court or any governmental agency seeking to remove such person as a trustee and/or seeking the imposition of fines, penalties or disgorgement of fees.

ARTICLE XV

PROVISIONS REGARDING POWERS OF APPOINTMENT

A. *Exercise of Powers of Appointment.* Any exercise of a power of appointment granted pursuant to this Agreement that is to be effective during the life of the holder of such power shall be exercised by a written instrument delivered to the trustee that expressly refers to such power. Any exercise of a power of appointment granted pursuant to this Agreement that is to be effective upon the death of the holder of such power shall be exercised either by (1) a written instrument delivered to the trustee, the last such instrument to control, or (2) the Will of such holder admitted to probate in any jurisdiction, provided that such instrument or Will expressly refers to such power. In the event of any conflict between the last such instrument delivered to the trustee (for purposes of this Section the "Inter Vivos Instrument") and such Will (for purposes of this



Section the “Testamentary Instrument”), the provisions of the last such instrument, whether the Inter Vivos Instrument or the Testamentary Instrument, shall control. In the absence of a specific reference to a power of appointment granted hereunder, any exercise of such power shall be ineffective. Unless otherwise provided in the instrument exercising a power of appointment, the trustee may satisfy a distribution pursuant to the exercise of a power of appointment in kind or in money, or partly in each, in shares of differing composition, without regard to the income tax basis of specific property allocated to any appointee.

Except as may be expressly provided in this Agreement:

1. The exercise of a power of appointment shall be effective on the date indicated in the instrument or Will, as the case may be (the “distribution date”), and may be amended or revoked by the holder prior to the distribution date unless otherwise provided in the exercise; provided, however, that the distribution date may not be after the date on which the trust with respect to which such power was exercised would terminate in default of the exercise of such power, and during the course of administration, the trustee shall not consider the terms of any exercise of a power of appointment prior to the distribution date unless the exercise of such power specifically provides otherwise.

2. The exercise of a power of appointment may direct that the property subject to the power be disposed of outright or in trust, may impose limitations or conditions, and may grant additional powers of appointment to the object of the power exercisable by Will and/or during life. Such additional powers of appointment granted to an object of the power shall be exercisable only in favor of permissible objects of the power of appointment held by the holder who granted such powers unless such holder is authorized to appoint outright to the object of the power in which case the objects of such additional powers of appointment need not be permissible objects of the power of appointment held by the holder.

3. In the exercise of a power of appointment directing that the property subject to the power be retained in trust, the person exercising such power may reserve for himself or herself powers of appointment over such trust exercisable by Will and/or during life. Such reserved powers of appointment shall be exercisable only in favor of one or more of the permissible objects of the power of appointment exercised by the holder.

4. If a power of appointment is exercised over all, a percentage or a fraction (and not a specified dollar amount) of trust property, unless otherwise provided in the instrument exercising such power of appointment, any property added to such trust after the effective date of such exercise shall be disposed of in the same manner as though it had been part of the property of such trust as of the effective date of such exercise (i.e., it shall be disposed of as directed in such exercise).

The exercise of a power of appointment may appoint a different trustee to administer a trust created by the exercise of the power and may change the situs of the trust administration and direct



that the trust shall be governed by the law of the new situs or any other jurisdiction. If the exercise of the power does not direct otherwise, a trust created by the exercise of the power shall be administered by the trustee hereof subject to the same management powers conferred on the trustee.

If a power of appointment is exercised in further trust and the last surviving permissible object of the power who is a beneficiary or remaindermen of such trust dies, then notwithstanding any provision of such trust, the remaining trust property shall be disposed of as directed in the Article titled "Ultimate Contingent Beneficiaries," and any such appointment that so provides is valid.

Notwithstanding any provision of this Agreement, if the exercise of a power of appointment directs that the property subject to the power be retained in trust, in no event shall I serve as trustee of such trust, have a power of appointment over such trust, or have any other power or discretion that would render any portion of the trust property includible in my gross estate.

B. *Knowledge of Exercise.* In determining whether a power of appointment has been exercised, the trustee may rely, without liability, on a Will admitted to probate in any jurisdiction as the Will of the holder of the power of appointment. The trustee may assume the holder of the power of appointment left no Will or other instrument exercising such power effective at death in the absence of actual knowledge of one within six months after the holder's death.

C. *Release of Powers of Appointment.* By a written instrument delivered to the trustee, the holder of a power of appointment may renounce or release such power in whole or in part or upon or until the occurrence of a specified event or contingency, and may reduce such power so as to limit the objects in whose favor the power would be otherwise exercisable or the manner in which such power may be exercised.

D. *Restrictions on Exercise of Special Powers of Appointment.*

1. No power of appointment created by this Agreement or by the exercise of a power created by this Agreement (in either case, other than a power expressly exercisable in favor of the holder, the holder's estate, the holder's creditors or the creditors of the holder's estate) may be exercised so as to postpone the vesting of any estate or interest in the appointed property, or suspend the absolute ownership or power of alienation of the appointed property, for a period either (i) beyond the term described in the Section titled "Rule Against Perpetuities" or (ii) ascertainable without regard to the date of the creation of the first power.

2. A purported exercise of a power of appointment created by this Agreement (other than a power expressly exercisable in favor of the holder, the holder's estate, the holder's creditors or the creditors of the holder's estate) in exchange for any consideration in money or money's worth, including but not limited to an agreement by another person to exercise a power of appointment in the holder's favor, shall be void and of no effect.



E. *Non-Fiduciary Capacity.* Powers of appointment exercisable as directed in this Article are held and exercisable only in a non-fiduciary capacity.

ARTICLE XVI

No Contest

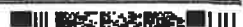
If any person shall at any time commence or join in the prosecution of proceedings in any court or tribunal to have this Agreement, my Will or a trust created by me or any part hereof or thereof set aside or declared invalid or to contest any part or all of the provisions included herein or therein, or to cause or to induce any other person to do so, then and in that event such person shall thereupon forfeit any and all right, title or interest in or to (i) any portion of the trust property of any trust created hereunder and (ii) any portion of property of or distribution from my estate that is added to the trust property as a result of my death, and such property shall be disposed of in the same manner as would have occurred had such person died prior to my death. The trustee is hereby authorized to defend, at the expense of the trust estate, any contest or other attack of any nature of this Agreement or any of its provisions.

ARTICLE XVII

RESTRICTIONS ON POWERS OF FIDUCIARIES

A. *Restrictions on Trustees.* Notwithstanding any other provision of this Agreement, no non-corporate trustee shall participate in the exercise of any discretionary power relating to:

1. The decision whether to pay trust property or to grant a power to a current or future beneficiary (whether vested or contingent) if such trustee is a beneficiary trustee (whether vested or contingent), except to the extent such decision is governed by and made pursuant to an ascertainable standard within the meaning of Sections 2041 and 2514 of the Code; provided, however, that a non-corporate fiduciary shall not participate in the decision whether to pay trust property or to grant a power to himself or herself.
2. The allocation of a Mandatory Payment among the permissible recipients of such Mandatory Payment if such trustee is a permissible recipient of such Mandatory Payment.
3. A distribution of trust property that would discharge or satisfy any of his or her legal obligations.
4. A distribution of trust property that would constitute a taxable gift by him or her personally if he or she were to so participate.
5. A distribution of, or grant of a power with respect to, trust property, if, as to such property, he or she, in his or her individual capacity, previously made a Qualified Disclaimer or "Non-Qualified Disclaimer" (as hereinafter defined), except to the extent the distribution or



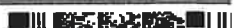
B. *Restrictions on All Fiduciaries.* Notwithstanding any other provision of this Agreement, no person or entity acting in any fiduciary capacity hereunder shall participate in the exercise of a power conferred hereunder:

- and any such purported exercise shall be void and of no effect.

ARTICLE XVIII

EFFECT OF DISCLAIMERS

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conservator of the person of such beneficiary, or if no guardian or conservator has been appointed, by his or her parent or the person with whom he or she resides or any other person qualified to disclaim on behalf of a minor or a person who is incapacitated pursuant to applicable state law; provided, however, that the person who may disclaim on behalf of a beneficiary who is incapacitated pursuant to the foregoing may designate another person who may make such disclaimer by a signed instrument delivered to the trustee, and such designated person shall be empowered to disclaim on behalf of such person who is incapacitated.

In addition:

1. the oldest living beneficiary of a trust hereunder may make a Qualified Disclaimer of the interests of any or all of the current and future (including minor and unborn) beneficiaries of such trust in property transferred by me and/or my spouse to such trust during our lifetimes, which disclaimer shall be on behalf of and as the legal representative of such beneficiary or beneficiaries for such purpose, by a signed instrument delivered to the trustee identifying the beneficiaries (by name, class or group) for whom such disclaimer is made.

2. A trustee who is not a corporate trustee may make a Qualified Disclaimer of any property transferred to the trust, which disclaimer shall be on behalf of the trust and, if required for a valid disclaimer under applicable law, all of the current and future (including minor and unborn) beneficiaries of such trust, and the trustee shall act as the legal representative of such beneficiary or beneficiaries for such purpose. Such disclaimer shall be made by execution of an instrument satisfying the requirements of disclaimers under applicable law. No notice to or consent of any beneficiary, court or other interested person shall be required except where required by applicable law. Any exercise or nonexercise of the trustee's power to disclaim shall be in the sole discretion of the trustee, and shall be binding and conclusive on all persons.

Upon a person's disclaimer of any interest in or property of a trust, such person shall be deemed to have died intestate (i) before the transfer creating the interest in such person (as determined pursuant to Treasury Regulation Section 25.2518-2(c)(3) of the Code) if such disclaimer otherwise satisfies the requirements of a Qualified Disclaimer, or (ii) on the date of such disclaimer if the disclaimer would not otherwise satisfy the requirements of a Qualified Disclaimer, but in each case only with respect to such disclaimed interest or property for purposes of administration of such trust and any other trust to which the disclaimed property may pass; provided, however, that if a person's disclaimer of any property in a trust that was transferred to the trust by such person's spouse causes such property to become a part of any other trust and such person's spouse is deceased at the time of disclaimer, then for purposes of administration of such other trust, such person shall not be deemed to have died intestate on or before the date of such disclaimer, except that such person shall not have the power to exercise any power of appointment over such disclaimed property; provided further, that a person who has disclaimed any interest in or property of a trust shall not be deemed to have died for purposes of (i) serving as trustee of such trust or (ii) exercising the powers granted to such person with respect to such trust pursuant to the Article titled "Successor and Additional Trustees." The foregoing shall also apply to a person's



disclaimer of any property in a trust not governed by this Agreement that results in property passing to a trust under this Agreement.

Notwithstanding the foregoing provisions of this Article, upon a disclaimer by (or on behalf of) all of the current and future beneficiaries of a trust hereunder of any interest in property transferred by me and/or my spouse to such trust during our lifetimes within nine months of the date of the transfer, the trustee shall return and deliver the disclaimed property to the donor of such property within such nine month period, and the preceding paragraph shall not apply with respect to such transfer.

If a person (i) disclaims any interest in or property of a trust, (ii) remains a beneficiary of such trust and (iii) notwithstanding the foregoing provisions of this Article the disclaimed property (or the property with respect to which the disclaimed interest relates) otherwise would remain as a part of the property of such trust, then such property shall be distributed out of such trust to a new trust that is identical in all respects except that such person shall not be a beneficiary of such new trust and shall be deemed to have died intestate for purposes of administration of such new trust and any other trust to which the property of such new trust may pass.

For purposes of this Article, disclaimed property shall include the proceeds thereof and the income therefrom.

ARTICLE XIX

BENEFICIARIES' BURIAL EXPENSES

If a beneficiary of a trust hereunder dies, the trustee may pay such amount or amounts of the net income and principal for such beneficiary's burial, funeral and/or cremation expenses, as the trustee determines in the trustee's discretion, taking into consideration the beneficiary's other resources available for such purpose. If such trust is to terminate by reason of such beneficiary's death, the trustee may delay termination for such purpose. The foregoing shall apply notwithstanding any exercise of a power of appointment by the beneficiary, as the provisions of this Article shall take precedence over such exercise.

ARTICLE XX

VIRTUAL REPRESENTATION

Except as otherwise provided in this Agreement, the representative of an estate of any person who is incapacitated, if any, otherwise the conservator of the estate of such person, or if no conservator or other representative of the estate of such person has been appointed, his or her parent, spouse or a relative with whom he or she resides (other than the trustee), may act for the person to receive and approve any account of the trustee, execute any receipt and receive any notice, waive the right to receive any notice or otherwise act on behalf of such person, where receipt by, notice to or other action by the person is required or permitted hereunder or under any



statute or other rule of law, and such actions shall be binding upon such person, his or her estate, heirs, successors and assigns, and shall be of the same force and effect as if delivered to or executed by a person who is not incapacitated. In addition, in any judicial or non-judicial proceeding involving a trust created under this Agreement where a party to the proceeding has the same or a substantially identical interest as a person who is incapacitated, it shall not be necessary to serve or otherwise join or include in the proceeding the person who is incapacitated, if permitted under applicable law. For purposes of this Article, a "relative" shall include only descendants of the grandparents of the incapacitated person.

ARTICLE XXI

GST ADMINISTRATION PROVISIONS

A. *Trustee Powers Specifically Related to GST.* If two or more trusts are held for the benefit of the same beneficiary upon similar terms, the trustee may, in the trustee's discretion, pay trust property to the beneficiary primarily or exclusively from the trust or trusts with the higher or the lower inclusion ratio.

B. *Funding Trusts Intended to Be GST Exempt.*

1. The trustee of each trust hereunder shall comply with any then applicable proposed or final regulations regarding the funding of any trusts that are intended to hold only trust property that is GST Exempt so as to result in the use of federal gift or estate tax values in determining the inclusion ratio and applicable fraction (as those terms are described in Section 2642(a) of the Code) for such trusts, and shall comply with any requirement to pay appropriate interest on a pecuniary bequest.

2. If property of a trust created under this Agreement (an "original trust") would otherwise be partially exempt from federal generation-skipping tax after an intended allocation of GST Exemption to it, then before such intended allocation and as of the relevant valuation date under Section 2642 of the Code with respect to such allocation, the trustee may create two separate trusts of equal or unequal value that shall be funded fractionally out of the available property, and that shall be identical in all respects to the original trust so that the GST Exemption can be allocated to one of such trusts that will hold only property that is GST Exempt. The two trusts created pursuant to this Section shall have the same name as the original trust, with such additional designation for purposes of identification as the trustee determines.

3. If property that is held in, or is to be added or allocated to, a trust held pursuant to this Agreement is subject to different treatment for federal generation-skipping tax purposes than other property held in or being added or allocated to such trust, then the trustee may hold such property in a separate trust (to be created by the trustee) that is identical in all respects to that trust, with such additional designation for purposes of identification as the trustee determines.



C. *Division of Trusts With an Inclusion Ratio Between Zero and One.* If a trust hereunder has an inclusion ratio greater than zero and less than one, the trustee may make a qualified severance of such trust in accordance with Section 2642(a)(3) of the Code, thereby dividing the trust into two trusts. As a result of such qualified severance, one of such trusts shall have an inclusion ratio of zero and the other such trust shall have an inclusion ratio of one.

D. *Intent Regarding GST.* It is my intention that the trustee shall not be required to create or administer a trust hereunder that is only partially exempt from federal generation-skipping tax, or to commingle property subject to different treatment for federal generation-skipping tax purposes because the transferors of the property are assigned to different generations or for any other reason. The provisions of this Article are intended to enable the trustee to avoid such consequences by permitting the trustee to segregate trust property (a) that is GST Exempt from trust property that is not GST Exempt, or (b) that is otherwise treated differently from other trust property for federal generation-skipping tax purposes, and the provisions of this Article should be construed in a manner consistent with this intention.

ARTICLE XXII

SURVIVORSHIP RULES

A. *Survivorship of Beneficiaries.* Notwithstanding any provision of this Agreement:

1. Except as may be expressly provided in this Section, any distribution to be made upon Christian's death from any portion of the property of the Gift Trust to or for the benefit of any person shall be contingent on the intended recipient surviving Christian for at least 90 days. If such intended recipient does not survive Christian for at least 90 days, then the distribution to be made to or for the benefit of such intended recipient shall instead be distributed as if such intended recipient predeceased Christian.

2. Except as may be expressly provided in this Section, any distribution to be made to or for the benefit of any person upon the death of a beneficiary of any trust hereunder (other than the Gift Trust) shall be contingent on the intended recipient's surviving such beneficiary for at least 90 days. If any such intended recipient does not survive such beneficiary for at least 90 days, then the distribution to be made to or for the benefit of such intended recipient shall instead be distributed as if such intended recipient predeceased such beneficiary.

3. Notwithstanding the foregoing subsections A.1 and A.2, this Section shall not apply if the foregoing survival requirement would cause property to fail to otherwise qualify for an estate tax charitable deduction.

B. *No Anti-Lapse.* Distributions and allocations to be made pursuant to this Agreement to persons who are not then living shall not pass in accordance with any "anti-lapse" statutes or anti-lapse rules under common law, as it is my intent that such statutes and rules shall not apply to this Agreement. I expressly negate the application of Idaho Code Section 15-2-605.



ARTICLE XXIII

SEVERABLE AND UNENFORCEABLE PROVISIONS

If any provision of this Agreement or the application of any such provision to any person or circumstance is determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement or the application of such provision to persons or circumstances other than those for which it is determined to be invalid, illegal or unenforceable shall not be affected thereby and each other provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. To the extent permitted by applicable law, the trustee and I waive all provisions of law that render any provision hereof invalid, illegal or unenforceable in any respect. The trustee may modify any provision determined to be invalid, illegal or unenforceable to the extent necessary to remedy such provision.

ARTICLE XXIV

INTERPRETIVE RULES

A. *Governing Law.* This Agreement shall be construed and administered, and the validity of each trust hereunder shall be determined, in accordance with the laws of the State of Idaho, without giving effect to its conflicts of law principles. The trustee may amend this Section and take any other action in order to change the jurisdiction whose law shall govern the construction, administration and validity of any trust hereunder, and to amend any other provision of this Agreement (including the Section titled "Trust as United States Person") solely for such purposes. The jurisdiction whose law governs the construction, administration and validity of any trust may, but need not, be the same as the situs of the administration of such trust.

B. *Effect of Divorce.* Notwithstanding any provision of this Agreement:

1. In the event a descendant of mine or his or her spouse files a petition for legal separation or dissolution of marriage, such spouse, such spouse's parents, all descendants of such spouse's parents who are not my descendants and all spouses of such persons who are not descendants of my parents shall be deemed to have died intestate on the date of such filing for all purposes of this Agreement (other than for purposes of the Section titled "Rule Against Perpetuities") and (i) any exercises of powers of appointment by such persons that have not become effective prior to the date of such filing shall be null and void and (ii) all plans created by such persons in their individual, fiduciary and representative capacities shall be null and void; provided, however, that if court order(s) are issued dismissing all such petitions (whether filed by my descendant or his or her spouse) and my descendant accepts the dismissal of such petitions filed by his or her spouse by a written instrument, then all such persons shall no longer be deemed to have died intestate for all purposes of this Agreement and (i) any exercises of powers of appointment by such persons that were not effective prior to the filing of such petitions shall no longer be null and void, and (ii) and all plans created prior to the filing of such petitions by such persons in their individual, fiduciary and representative capacities shall no longer be null and void.



2. Notwithstanding the foregoing provisions of this Section, a person who is deemed to have died pursuant to the foregoing provisions of this Section may nonetheless be subsequently designated to serve in any fiduciary capacity hereunder by a plan made or created subsequent to the date such person is otherwise deemed to have died pursuant to the foregoing provisions of this Section.

C. *Adoption.* Notwithstanding any contrary rule under statutory or common law, a person who has been adopted and the descendants of any such adopted person shall be treated as descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or parents for all purposes herein, but only if such adopted person was adopted prior to his or her attaining 18 years of age. A child shall not be considered a descendant of his or her natural or adoptive parent (or of the ancestors of such parent) after the date of a court order terminating the parent's parental rights of the child, unless such parental rights were terminated primarily as a result of the actions of a party other than the parent.

D. *State Estate Tax.* For purposes of this Agreement, except as otherwise expressly provided herein, all references to a state estate tax shall refer to the state estate and inheritance taxes.

E. *Pronouns.* As used herein, the pronouns "he," "she," "his," "hers," "him," "her," "it" and "its" shall include the masculine, feminine, neuter and plural thereof.

F. *Singular and Plural.* As used herein, the singular shall include the plural, and the plural shall include the singular, wherever the context and facts require such construction.

G. *Headings.* The headings, titles and subtitles herein are for convenience of reference only and are to be ignored in any construction of the provisions hereof.

H. *Advancements.* Unless stated to the contrary, no distribution from any trust hereunder shall be considered an advancement.

I. *Counterparts.* This Agreement may be executed in two or more counterparts, each to be deemed an original for all purposes and all together to constitute one and the same Agreement.

J. *Written Instrument.* For purposes of this Agreement:

1. A "written instrument" is a typed or written document, including but not limited to a handwritten or electronically written document, which is signed by the maker.

2. An instrument may be delivered personally or via the postal service, private courier or delivery service, electronic mail, facsimile or other means of electronic transmittal.



K. *No Duty to Monitor.* The trustee shall have no duty to monitor the laws of other jurisdictions in order to determine whether the powers to change the situs or the jurisdiction whose law shall govern the construction, administration and validity of any trust hereunder should be exercised.

L. *Right to Information.* The fiduciaries of a trust hereunder shall provide the following to me or, if I am not living or am incapacitated, to the person(s) in the highest position on the Hierarchy List in the Article set forth in the Article titled "Successor and Additional Trustees" empowered to establish a plan of trustees of the trust who are then living and not incapacitated: (1) any information that such person may request from time to time concerning actions that have been taken by such fiduciary, and (2) upon request by such person, a list of the assets of the trust(s) of which such person is empowered to remove fiduciaries and the values of such assets.

ARTICLE XXV

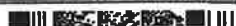
DEFINITIONS

A. *Beneficiary.* As used herein, the terms "beneficiary" and "current beneficiary" shall mean the beneficiary or beneficiaries to whom the trustee is currently authorized to pay income or principal. The term "future beneficiary" shall mean the beneficiary or beneficiaries to whom the trustee will or may be authorized to pay income or principal in the future, including unborn beneficiaries, remaindermen, and current and future beneficiaries of trusts that are remaindermen. Neither "beneficiary," "current beneficiary" nor "future beneficiary" shall include potential objects of powers of appointment, and "future beneficiary" shall not include a person who is a contingent beneficiary if there is less than a five percent probability that such person will become a vested current beneficiary to whom distributions could or are to be made.

B. *Beneficiary-Trustee.* As used herein, the term "beneficiary-trustee" shall mean any trustee of a trust who is also a current or future beneficiary of such trust.

C. *Business Entity.* As used herein, the term "Business Entity" shall include a corporation, partnership (general or limited), limited liability company, joint venture, sole proprietorship or other entity under the laws of any state or other jurisdiction that is actively carrying on a trade or business.

D. *By Right of Representation.* Any allocation to be made to the then living descendants of a person "by right of representation" shall be made as follows: an equal share of the property shall be allocated to (1) each then living descendant of that person in the generation nearest to that person which contains one or more living descendants and (2) each deceased descendant of that person in the same generation who has one or more then living descendants. Each share allocated to a deceased descendant of that person shall be reallocated among such descendant's then living descendants in the same manner as above. A person shall be deemed to be living at a designated point in time if such person then is in utero and is born alive.



E. *Charitable Deduction.* As used herein, the term “charitable deduction” shall refer to the federal or state estate tax charitable deduction or the federal or state gift tax charitable deduction, as the context permits.

F. *Charitable Organizations.* As used herein, the term “charitable organizations” shall mean those organizations described in Sections 2055(a) and 2522(a) of the Code and those organizations to which distributions would be allowable as a deduction in computing the taxable income of an estate or trust under Section 642(c) of the Code.

G. *Children.* Subject to the Section titled “Adoption” of the Article titled “Interpretive Rules,” as used herein, the “children” of a person shall mean all children of such person born at any time, whether before or after the execution of this Agreement.

H. *Code.* As used herein, the term “Code” shall mean the United States Internal Revenue Code of 1986, as amended, the regulations thereunder, or the corresponding provision of any subsequent federal tax law.

I. *Corporate and Non-Corporate Fiduciaries.*

1. As used herein, the term “corporate trustee” shall refer to any bank, trust company, institution or other legal entity (other than a person) authorized or not prohibited from serving as a trustee (by law or otherwise), regardless of the legal form of such entity and includes only those entities having at least \$100,000,000 of assets under administration at the time the entity accepts the position of “corporate trustee” hereunder. The term “non-corporate trustee” shall refer to a trustee of a trust that is a natural person.

2. As used herein, the term “corporate Investment Advisor” shall refer to any bank, trust company, institution or other legal entity (other than a person) authorized or not prohibited from serving as Investment Advisor (by law or otherwise), regardless of the legal form of such entity. The term “non-corporate Investment Advisor” shall refer to the Investment Advisor of a trust that is a natural person.

3. As used herein, the term “corporate fiduciary” shall refer to any corporate trustee or corporate Investment Advisor. The term “non-corporate fiduciary” shall refer to a fiduciary of a trust that is a natural person.

4. As used herein, the term “fiduciary” shall refer to any trustee or Investment Advisor.

J. *Descendants.* Subject to the Section titled “Adoption” of the Article titled “Interpretive Rules,” as used herein, the “descendants” of a person shall mean a descendant in any degree of consanguinity, including any descendants born at any time after the person’s death.



K. *Digital Assets*. As used herein, the term “digital assets” shall refer to any photos, videos, music, documents or other files that are in electronic or digital format, as well as any Internet website accounts.

L. *Direct Skip*. As used herein, the term “direct skip” shall have the meaning ascribed to such term by Section 2612(c) of the Code.

M. *Financial Difficulty*. As used herein, a “financial difficulty” shall mean a pending divorce, pending lawsuit that could result in financial liability, or the filing for discharge of debt, and any time thereafter until the lawsuit has been dismissed or the financial liability has been discharged and/or paid.

N. *Generation-Skipping Tax*. As used herein, the term “generation-skipping tax” shall mean the generation-skipping transfer tax imposed under Chapter 13 of the Code or any corresponding provision of state law.

O. *Grantor*. As used herein, a person is a “grantor” of a trust hereunder (i) to the extent such person made a gift for federal gift tax purposes to such trust, or (ii) to the extent such person made a gift for federal gift tax purposes to another trust (the “original trust”) and the property of the original trust was transferred to a trust hereunder pursuant to a trust decanting or an exercise of a power of appointment (but only to the extent such exercise was not a gift for federal gift tax purposes by the person exercising such power).

P. *Gross Estate*. As used herein, the term “gross estate” shall have the meaning ascribed to such term by Section 2031 of the Code.

Q. *GST Exemption and GST Exempt*. As used herein, the term “GST Exemption” shall mean the exemption allowed under Section 2631 of the Code. As used herein, the term “GST Exempt” shall mean any trust property that has an inclusion ratio of zero.

R. *Incapacitated*. For purposes of this Agreement, except as may be expressly provided, a person shall be considered “incapacitated” if (i) such person is a minor or is under a legal disability (under the laws of such person’s domicile); (ii) such person is incarcerated and such incarceration has lasted for more than 30 consecutive days; (iii) such person’s whereabouts are unknown and either a “Qualified Beneficiary” of the trust or the trustee of the trust has not been able to locate him or her for at least 90 days; (iv) a licensed physician, within six months after examining such person, signs a letter stating that such examination has occurred and that such person, due to illness or physical, mental or emotional disability, is not able to manage business affairs in a manner similar to that of persons of prudence, discretion and intelligence, and such person shall be considered incapacitated upon the date such letter is signed; (v) such person lacks testamentary capacity; or (vi) such person fails to produce a “Qualifying Letter” within 90 days after a written request is made by a “Qualified Beneficiary” or trustee of the trust; provided, however, no person shall be required to produce a Qualifying Letter more than once during any



AA. *Qualified Retirement Plan.* As used herein, “Qualified Retirement Plan” shall mean any qualified employer plan, qualified retirement plan, individual retirement plan, and Roth IRA as defined in Sections 4972(d)(1), 4974(c), 7701(a)(37) and 408A(b) of the Code, respectively.

BB. *S Corporation and S Corporation Stock.* As used herein, the term “S Corporation” shall mean any corporation described in Section 1361 of the Code, and the term “S Corporation Stock” shall mean the stock of an S Corporation.

CC. *Senior Descendants.* As used herein, the “senior descendants” of a person are those members of the most senior generation of the descendants of such person of which at least one member is (i) living and (ii) does not lack testamentary capacity.

DD. *Separate Property.* As used herein, the “separate property” of a person shall mean property characterized as separate property pursuant to the laws governing the marital property rights of such person (as such provisions may be amended from time to time).

EE. *Siblings.* For purposes of this Agreement, except as otherwise expressly provided herein, the “siblings” of the primary beneficiary of a trust hereunder shall refer only to those siblings of the primary beneficiary who are my descendants.

FF. *Skip Person.* As used herein, the term “skip person” shall have the meaning ascribed to such term by Section 2613 of the Code.

GG. *Spouse.* As used herein, a spouse of any person shall mean the individual to whom such person is married, or was married at such person’s death.

HH. *State Estate Taxes.* For purposes of this Agreement, except as otherwise expressly provided herein, “state estate taxes” shall mean all estate, inheritance, and other transfer taxes payable by reason of a person’s death under the law of any state or territory of the United States, but shall not include any such taxes imposed by the Code.

II. *Taxable Estate.* As used herein, the term “taxable estate” shall have the meaning ascribed to such term by Section 2051 of the Code.

JJ. *Testamentary Capacity.* For purposes of this Agreement, except as otherwise expressly provided herein, a person shall be considered to have “testamentary capacity” if such person has sufficient mental capacity to know the nature and extent of his or her property and know the natural objects of his or her bounty to formulate a rational scheme of disposition of such property after death. A person shall be considered to lack testamentary capacity if (i) two licensed board-certified physicians, within six months after examining such person, sign letters stating that such examination has occurred and that such person lacks testamentary capacity; (ii) such person is a minor; (iii) such person is incarcerated and such incarceration has lasted for more than 30 consecutive days; or (iv) such person’s whereabouts are unknown and either a “Qualified



Beneficiary” of the trust or the trustee of the trust has not been able to locate him or her for at least 90 days. A “Qualified Beneficiary” shall mean a person (A) to whom the trustee is directed or authorized to currently distribute net income and/or principal (a “current beneficiary”), or (B) who, upon a certain event, will receive, or who will be a current beneficiary of a trust that will receive, all or a portion of the trust property, assuming nonexercise of all powers of appointment and assuming that such person survives until the event. If a person has been considered to lack testamentary capacity pursuant to this provision but subsequently two licensed board-certified physicians, within six months of examining such person, sign letters stating that such examination has occurred and that such person has testamentary capacity, such person shall no longer be considered to lack testamentary capacity.

KK. *Then Living.* As used herein, the term “then living” refers to the time when the event necessitating reference to such provision occurred rather than to the subsequent time when the directions of such provision may actually be implemented.

LL. *Trust Property.* All references herein to “trust property” or “property of a trust” shall include the net income and principal of such trust, real and personal, which includes all the property received initially by the trustee with respect to any trust, all additions thereto received by the trustee from any other source, all investments and reinvestments of such property or such additions thereto, and all accrued or unpaid income of such trust.

MM. *Unutilized GST Exemption.* As used herein, the “unutilized GST Exemption” of a person shall mean (i) if such person is living, a sum equal to the amount of such person’s GST Exemption that has not been allocated or deemed allocated during his or her life, and (ii) if such person is deceased, a sum equal to the amount of such person’s GST Exemption remaining on the date of his or her death reduced by the value of any property with respect to which such person is the transferor that is the subject of a direct skip occurring upon such person’s death other than any such property passing to a skip person solely by reason of a Qualified Disclaimer.

IN WITNESS WHEREOF, I have hereunto set my hand as of the date first set forth above.

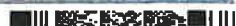

Signed on 2020/12/23 12:22:54 -0500

Patricia A. Nickum, Settlor

The undersigned hereby accepts the trusteeship hereof and the property listed in the attached Schedule A and agrees to hold and administer the trust property pursuant to the terms and provisions of this Agreement, all as of the date first set forth above.


Signed on 2020/12/23 12:22:54 -0500

Christian M. Nickum, Trustee



Acknowledgment

STATE OF IDAHO)
) SS.
COUNTY OF ADA)

On this 23rd day of December, 2020, before me, a Notary Public for the State of Idaho, personally appeared Patricia A. Nickum, known to me to be the person named in the foregoing, and acknowledged to me that she executed the same as her free act and deed, for the uses and purposes therein mentioned.

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



A handwritten signature in black ink, enclosed in a red rectangular box.

Notary Signature

“This notarial act involved the use of communication technology.”

STATE OF IDAHO)
) SS.
COUNTY OF ADA)

On this 23rd day of December, 2020, before me, a Notary Public for the State of Idaho, personally appeared Christian M. Nickum, known to me to be the person named in the foregoing, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein mentioned.

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



A handwritten signature in black ink, enclosed in a red rectangular box.

Notary Signature

“This notarial act involved the use of communication technology.”



**Schedule A to
Christian Nickum Gift Trust**

1. 10,000 shares of stock of Rocky Mountain Hardware, Inc., an Idaho corporation (to be transferred to the trust on December 31, 2020).
2. 1,500 shares of stock of Dura-Mark, Inc., a Wyoming corporation (to be transferred to the trust on December 31, 2020).
3. 25% membership interest in 1030 Airport Way, LLC, and Idaho limited liability company (to be transferred to the trust on December 31, 2020).
4. 33% membership interest in 2MCP, LLC, and Idaho limited liability company (to be transferred to the trust on December 31, 2020).
5. A one-third interest in the real property located at 550 South Pettit Lake Road, Blaine County, Idaho, as a tenant in common (to be transferred to the trust on December 31, 2020).
6. A one-third interest in the real property located at 875 Shaw Mesa Drive, Custer County, Idaho, as a tenant in common (to be transferred to the trust on December 31, 2020).
7. \$800,000 cash (to be transferred to the trust on or before December 31, 2020).



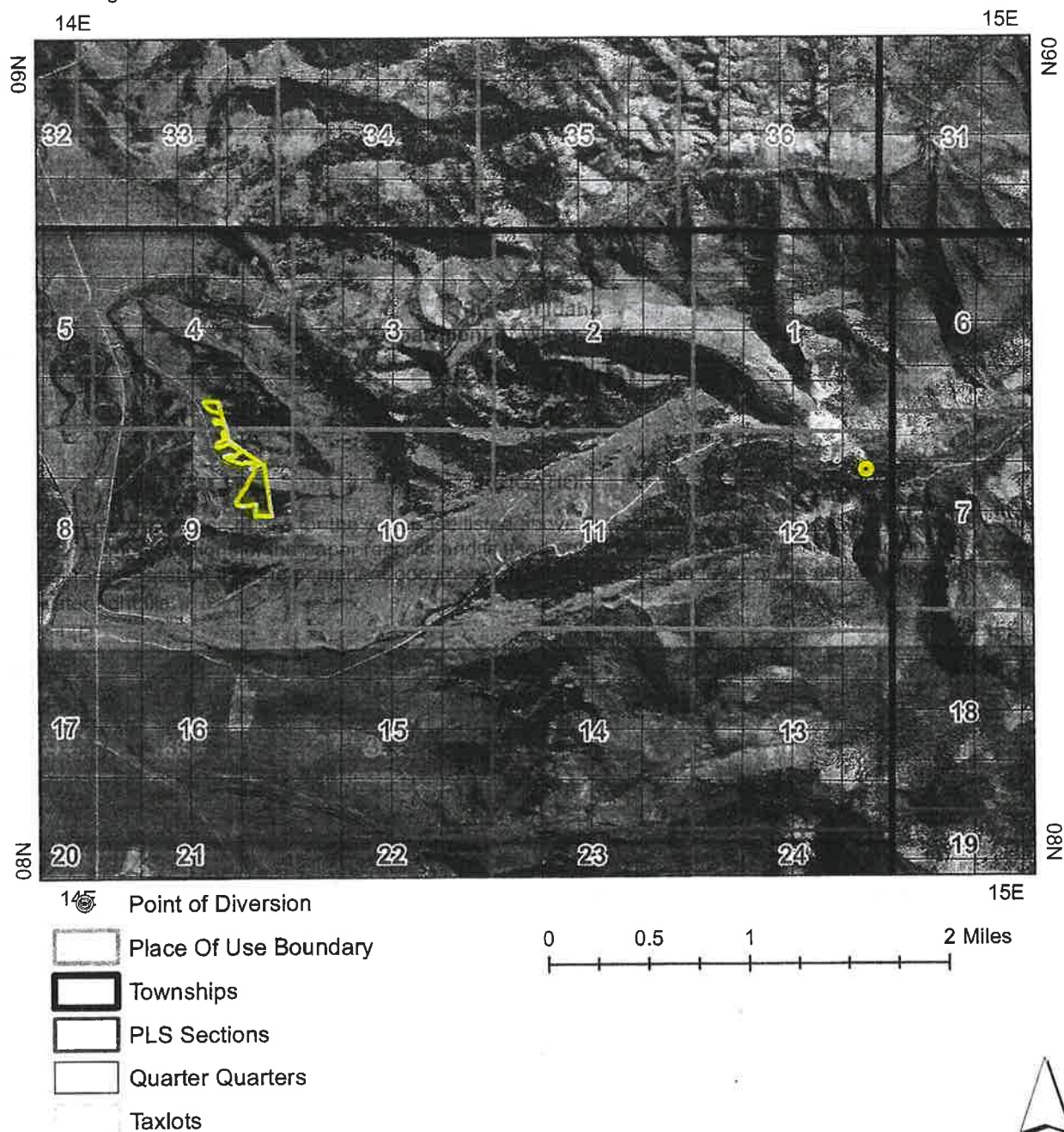
State of Idaho
Department of Water Resources

Water Right

71-33C

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



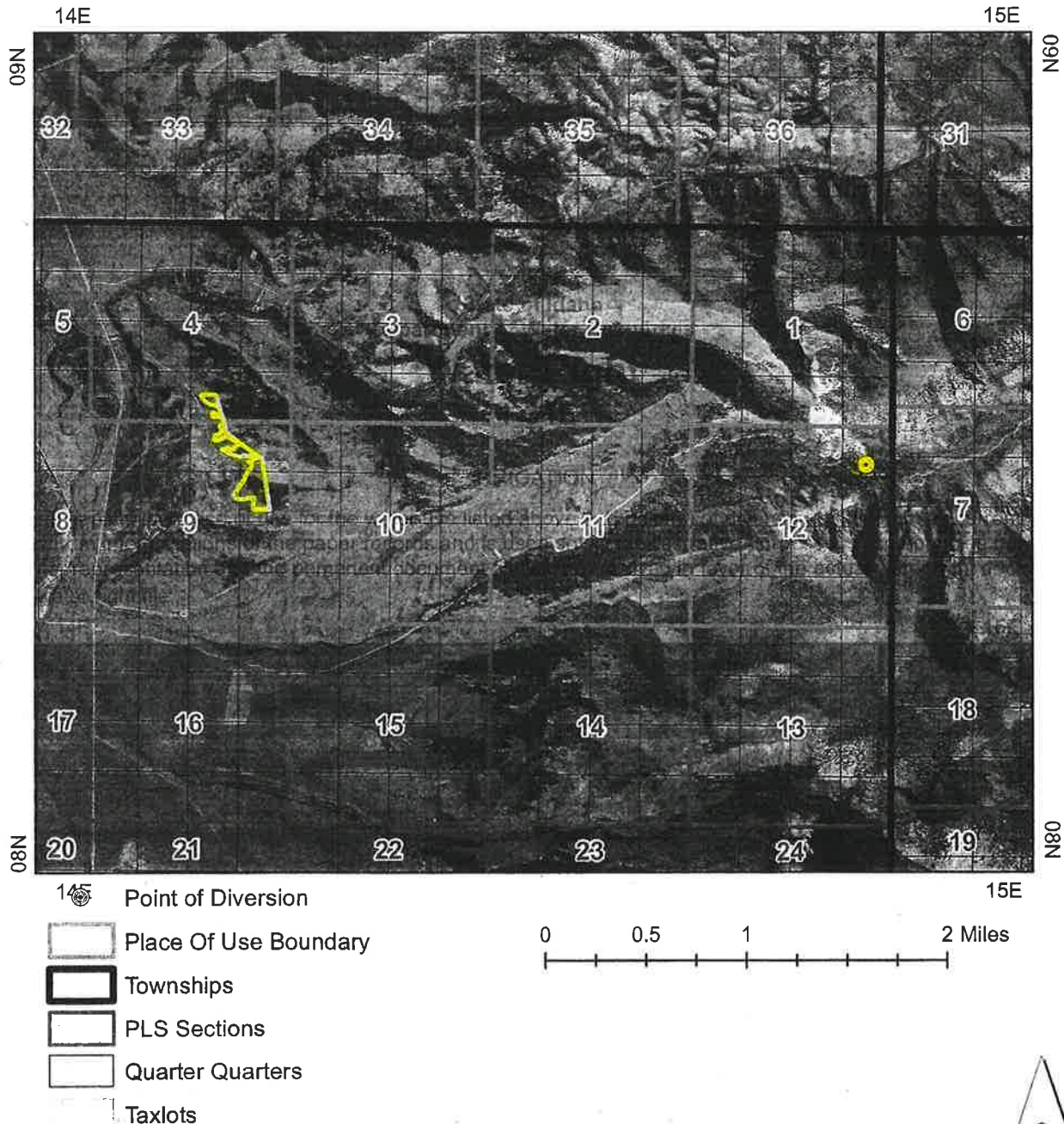
State of Idaho
Department of Water Resources

Water Right

71-34E

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.





IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

July 23, 2025

CHRISTIAN NICKUM GIFT TRUST
CHRISTIAN M NICKUM, TRUSTEE
PO BOX 626
HAILEY ID 83333-0600

NICKUM MS GIFT TRUST
MEGAN A STEVENSON, TRUSTEE
PO BOX 3322
HAILEY ID 83333-3322

Re: Change in Ownership for Water Right No(s): 71-33C & 71-34E

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you. Per the language in the Gift Deed submitted with the Notice, your names have been added to the water right records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Mark T & Patricia A Nickum
Water District 71