

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

✓ RECEIVED

DEC 02 2025

DEPT OF WATER RESOURCES
SOUTHERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. 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?
37-22600	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-22602	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-22604	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Harry S Rinker Trust
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): 2020 Harry S. Rinker Separate Property Trust (50% interest)
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- PO Box 7250 1048 Irvine Ave Newport Beach CA 92660
Mailing address City State Zip
760-220-1241 PM 31090 2020HSRTRUST@GMAIL.COM
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
November 7, 2025
5. Date you acquired the water rights and/or claims listed above: _____
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: _____ Title, if applicable: _____ Date: 11-20-2025
Signature of new owner/claimant

Print name

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

Print name

Received by: SG Date: 12-2-2025 For IDWR Office Use Only: Receipt No. 5040852 Receipt Amt. \$75-
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: 12-4-2025

**Mailing address: 1048 Irvine Ave PMB 1090, Newport Beach, CA 92660-4602

SUPPORT DATA

IN FILE # 37-22600

QUITCLAIM DEED

For value received, Harry S Rinker Trust, as grantor hereby quitclaims unto **2020 Harry S. Rinker Separate Property Trust (50% of the water rights), Rinker Properties 1 LLC (25% of the water rights) and Rinker Properties 2 LLC (25% of the water rights)** the grantees whose current mailing address is PO Box 7250 Newport Beach, CA 92658, all of the grantor's right, title, and interest in and to the following described water rights situated in Blaine County, Idaho.

All of water right 37-22600 priority date 6/1/1886 and 0.15 cfs for the beneficial use of irrigation.

All of water right 37-22602 priority date 5/4/1889 and 0.13 cfs for the beneficial use of irrigation.

All of water right 37-22604 priority date 5/21/1890 and 0.10 cfs for the beneficial use of irrigation.

Total allowed irrigation is 7.0 acres

See the attached IDWR water right reports and aerial map for details of the place of use of irrigation water in Township 03 North Range 18 East Section 32 in Blaine County, Idaho.

Grantor has caused this quitclaim deed to be executed this 7th day of November, 2025.

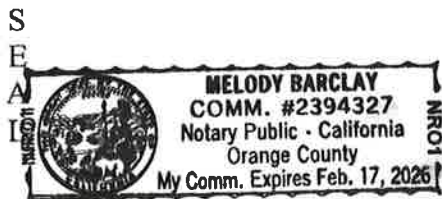
By: Diane J. Rinker
Diane J. Rinker

State of California)
County of Orange) S.S.

On this 7th day of November, in the year of 2025, before me, a Notary Public, personally appeared Diane Rinker, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

[Signature]
Notary Public
In and for said State and County

February 17, 2026
My Commission Expires on



Water Right Report : 37-22600(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	HARRY S RINKER TRUST	PO BOX 7250	NEWPORT BEACH	CA	92658-7250
Original Owner	CHAPMAN, JOHN S	PO BOX 2898	BOISE	ID	83701
Previous Owner	RINKER, HARRY S	PO BOX 7250	NEWPORT BEACH	CA	92658-7250
Previous Owner	RIVERVIEW CLOVERLY IRRIGATION INC	C/O JAMES P SPECK PO BOX 987	KETCHUM	ID	83340-0987

Water Right Status

Priority Date : 6/1/1886

Basis : Decreed

Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
BIG WOOD RIVER		MALAD RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
BIG WOOD RIVER	03N	18E	32	0	NW	NW	NE	BLAINE	
BIG WOOD RIVER	03N	18E	32	0		SE	NW	BLAINE	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/15	10/31	0.15 CFS	
TOTAL			0.15 CFS	

Places of Use

[Printable View](#)
[Paged View](#)

Place of Use Legal Description : IRRIGATION (BLAINE county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
03N	18E	32			NW	NE	0.9
03N	18E	32			SW	NE	29.6
03N	18E	32			NE	NW	0.9
03N	18E	32			SE	NW	18.9
03N	18E	32			NE	SW	21.2
03N	18E	32			SE	SW	0.7
03N	18E	32			NE	SE	2.6
03N	18E	32			NW	SE	35.8
03N	18E	32			SW	SE	0.9

Irrigation Totals

Total Acres Acre Limit

111.50 7.00

Conditions

Code Conditions

R59 This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

X35 Rights 37-22600, 37-22602, and 37-22604 when combined shall not exceed the irrigation of 7 acres.

- R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37.
- E55 Right Nos. 37-20842, 37-21239, 37-21241, 37-22600, 37-22601, 37-22602, 37-22603, 37-22604, and 37-22605 are limited to the irrigation of a combined total of 53.4 acres in a single irrigation season.
- T18 Prior to diversion of water under this approval, the right holder shall provide a means of measurement and lockable controlling works for all authorized points of diversion. The means of measurement and controlling works must be suitable for control of the diversions and acceptable to the watermaster.
- 004 This right does not grant any right-of-way or easement across the land of another.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
- The approval of this transfer redefines all of the elements of this water right, and the new use of water authorized by this approval shall constitute the full extent of the right.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- E51 Right Nos. 37-20842, 37-21239, 37-21241, 37-22600, 37-22601, 37-22602, 37-22603, 37-22604, and 37-22605 are limited to a total combined diversion rate of 3.16 cfs.

Water Supply Bank

Lease Type: Application

Lease Status: On Hold

Lease ID : 3244

Lease Start Date: 1/1/2025

Lease End Date: 12/31/2029

Beneficial Use	Div Rate Leased	Div Volume Leased	Acre Limit Leased	Total Acres Leased
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Irrigation	0.15			111.50
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Dates

Licensed Date :

Decreed Date : 9/24/2010

Permit Proof Due Date :

Permit Proof Made Date :

Permit Approved Date :

Permit Moratorium Expiration Date :

Enlargement Use Priority Date :

Enlargement Statute Priority Date :

Application Received Date:

Protest Deadline Date:

Other Information

State or Federal : S

Water District Number : 37

Generic Max Rate Per Acre : 0

Generic Max Volume Per Acre : 3.5

Combined Acre Limit : 7.00

Combined Volume Limit:

Combined Rate Limit:

Civil Case Number :

Decree Plaintiff :

Decree Defendant :

Swan Falls Trust or Nontrust :

Swan Falls Dismissed :

DLE Act Number :

Cary Act Number :

Mitigation Plan: False

Water Right Report : 37-22602(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	HARRY S RINKER TRUST	PO BOX 7250	NEWPORT BEACH	CA	92658-7250
Original Owner	CHAPMAN, JOHN S	PO BOX 2898	BOISE	ID	83701
Previous Owner	RINKER, HARRY S	PO BOX 7250	NEWPORT BEACH	CA	92658-7250
Previous Owner	RIVERVIEW CLOVERLY IRRIGATION INC	C/O JAMES P SPECK PO BOX 987	KETCHUM	ID	83340-0987

Water Right Status

Priority Date : 5/4/1889

Basis : Decreed

Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
BIG WOOD RIVER		MALAD RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
BIG WOOD RIVER	03N	18E	32	0	NW	NW	NE	BLAINE	
BIG WOOD RIVER	03N	18E	32	0		SE	NW	BLAINE	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/15	10/31	0.13 CFS	
TOTAL			0.13 CFS	

Places of Use

[Printable View](#)
[Paged View](#)

Place of Use Legal Description : IRRIGATION (BLAINE county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
03N	18E	32			NW	NE	0.9
03N	18E	32			SW	NE	29.6
03N	18E	32			NE	NW	0.9
03N	18E	32			SE	NW	18.9
03N	18E	32			NE	SW	21.2
03N	18E	32			SE	SW	0.7
03N	18E	32			NE	SE	2.6
03N	18E	32			NW	SE	35.8
03N	18E	32			SW	SE	0.9

Irrigation Totals

Total Acres Acre Limit

111.50 7.00

Conditions

Code Conditions

X35 Rights 37-22600, 37-22602, and 37-22604 when combined shall not exceed the irrigation of 7 acres.

T18 Prior to diversion of water under this approval, the right holder shall provide a means of measurement and lockable controlling works for all authorized points of diversion. The means of measurement and controlling works must be suitable for control of the

- R59 This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
- 004 This right does not grant any right-of-way or easement across the land of another.
- E55 Right Nos. 37-20842, 37-21239, 37-21241, 37-22600, 37-22601, 37-22602, 37-22603, 37-22604, and 37-22605 are limited to the irrigation of a combined total of 53.4 acres in a single irrigation season.
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- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37.

Water Supply Bank

Lease Type: Application

Lease Status: On Hold

Lease ID : 3244

Lease Start Date: 1/1/2025

Lease End Date: 12/31/2029

Beneficial Use	Div Rate Leased	Div Volume Leased	Acre Limit Leased	Total Acres Leased
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Irrigation	0.13			111.50
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Dates

Licensed Date :

Decreed Date : 9/24/2010

Permit Proof Due Date :

Permit Proof Made Date :

Permit Approved Date :

Permit Moratorium Expiration Date :

Enlargement Use Priority Date :

Enlargement Statute Priority Date :

Application Received Date:

Protest Deadline Date:

Other Information

State or Federal : S

Water District Number : 37

Generic Max Rate Per Acre : 0

Generic Max Volume Per Acre : 3.5

Combined Acre Limit : 7.00

Combined Volume Limit:

Combined Rate Limit:

Civil Case Number :

Decree Plaintiff :

Decree Defendant :

Swan Falls Trust or Nontrust :

Swan Falls Dismissed :

DLE Act Number :

Cary Act Number :

Mitigation Plan: False

Water Right Report : 37-22604(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	HARRY S RINKER TRUST	PO BOX 7250	NEWPORT BEACH	CA	92658-7250
Original Owner	CHAPMAN, JOHN S	PO BOX 2898	BOISE	ID	83701
Previous Owner	RINKER, HARRY S	PO BOX 7250	NEWPORT BEACH	CA	92658-7250
Previous Owner	RIVERVIEW CLOVERLY IRRIGATION INC	C/O JAMES P SPECK PO BOX 987	KETCHUM	ID	83340-0987

Water Right Status

Priority Date : 5/21/1890

Basis : Decreed

Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
BIG WOOD RIVER		MALAD RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
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BIG WOOD RIVER	03N	18E	32	0		SE	NW	BLAINE	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/15	10/31	0.10 CFS	
TOTAL			0.10 CFS	

Places of Use

[Printable View](#)
[Paged View](#)

Place of Use Legal Description : IRRIGATION (BLAINE county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
03N	18E	32			NW	NE	0.9
03N	18E	32			SW	NE	29.6
03N	18E	32			NE	NW	0.9
03N	18E	32			SE	NW	18.9
03N	18E	32			NE	SW	21.2
03N	18E	32			SE	SW	0.7
03N	18E	32			NE	SE	2.6
03N	18E	32			NW	SE	35.8
03N	18E	32			SW	SE	0.9

Irrigation Totals

Total Acres Acre Limit

111.50 7.00

Conditions

Code Conditions

- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
The approval of this transfer redefines all of the elements of this water right, and the new use of water authorized by this approval shall constitute the full extent of the right.

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- E55 Right Nos. 37-20842, 37-21239, 37-21241, 37-22600, 37-22601, 37-22602, 37-22603, 37-22604, and 37-22605 are limited to the irrigation of a combined total of 53.4 acres in a single irrigation season.

Water Supply Bank

Lease Type: Application

Lease Status: On Hold

Lease ID : 3244

Lease Start Date: 1/1/2025

Lease End Date: 12/31/2029

Beneficial Use	Div Rate Leased	Div Volume Leased	Acre Limit Leased	Total Acres Leased
Irrigation	0.10			111.50

Dates

Licensed Date :

Decreed Date : 9/24/2010

Permit Proof Due Date :

Permit Proof Made Date :

Permit Approved Date :

Permit Moratorium Expiration Date :

Enlargement Use Priority Date :

Enlargement Statute Priority Date :

Application Received Date:

Protest Deadline Date:

Other Information

State or Federal : S

Water District Number : 37

Generic Max Rate Per Acre : 0

Generic Max Volume Per Acre : 3.5

Combined Acre Limit : 7.00

Combined Volume Limit:

Combined Rate Limit:

Civil Case Number :

Decree Plaintiff :

Decree Defendant :

Swan Falls Trust or Nontrust :

Swan Falls Dismissed :

DLE Act Number :

Cary Act Number :

Mitigation Plan: False

**FIRST AMENDMENT TO AND
COMPLETE RESTATEMENT OF THE
2020 HARRY S. RINKER SEPARATE PROPERTY TRUST
ESTABLISHED MARCH 7, 2020
AS AMENDED AND RESTATED NOVEMBER 9, 2020**

HARRY S. RINKER

and

BART F. RINKER,

CO-TRUSTEES

CASEY ESTATE & BUSINESS PLANNING

A PROFESSIONAL LAW CORPORATION

610 NEWPORT CENTER DRIVE, SUITE 840

NEWPORT BEACH, CALIFORNIA 92660-6461

TELEPHONE (949) 840-5200

FACSIMILE (949) 780-9300

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RECITALS

This First Amendment to and Complete Restatement of the 2020 Harry S. Rinker Separate Property Trust is entered into by and between HARRY S. RINKER, hereinafter referred to as the "Trustor," and HARRY S. RINKER and BART F. RINKER, hereinafter collectively referred to as the "Trustee," pursuant to the right reserved to the undersigned as Trustor, under Part B of Article I of that certain Declaration of Trust dated March 7, 2020.

For purposes of clarity, the Trustor recites the following facts leading up to the creation of this First Amendment and Restatement:

HARRY S. RINKER, as both Trustor and Trustee, established the 2020 Harry S. Rinker Separate Property Trust on March 7, 2020.

HARRY S. RINKER desires to amend and restate in its entirety said Declaration of Trust whereby, among other things, it is the Trustor's intent that BART F. RINKER serve as Co-Trustee with HARRY S. RINKER.

Therefore, said Trust is hereby amended and restated in its entirety, and the following provisions shall be the sole governing provisions of said Trust. Any third party may rely upon such provisions and be relieved of any liability to the Trust or its beneficiaries by reason of doing so, and shall be further relieved of any responsibility to obtain a copy of the original or any prior version of said Declaration of Trust.

The Trustor has delivered to the Trustee, without consideration, the property described on Schedule "I" attached hereto and made a part hereof. The property described on Schedule "I" and any other property which may be transferred to or received by the Trustee to be held under the terms of this Trust, is designated as the "Trust Estate."

All property transferred to the Trust by the Trustor during the Trustor's lifetime, whether at the date of execution hereof or later, is the separate property of the Trustor.

Said Trust shall continue to be known as the "2020 Harry S. Rinker Separate Property Trust established March 7, 2020."

For informational purposes, the Trustor acknowledges the following facts:

(1) The Trustor is currently married to DIANE J. RINKER.

(2) The Trustor has two (2) children from a prior marriage now living, namely, GAIL L. REITER, born April 12, 1945, and BART F. RINKER., born July 2, 1953.

(3) The Trustor has two (2) children from his marriage to DIANE J. RINKER now living, namely, RODRICK H. RINKER, born October 18, 1966, and KENNETH C. RINKER, born April 23, 1968.

(4) The Trustor has no deceased children.

The Trustor's spouse, DIANE J. RINKER, has assets outside of this Trust Estate which are more than sufficient to provide for her well-being during her lifetime. Therefore, it is the Trustor's intention that DIANE J. RINKER shall be deemed to have predeceased the Trustor, it being the intent of the Trustor that DIANE J. RINKER take no part of the Trust Estate.

Further, for purposes of this Trust, it is the Trustor's intention that RODRICK H. RINKER, RODRINK H. RINKER's issue, KENNETH C. RINKER, and KENNETH C. RINKER's issue shall all be deemed to have predeceased the Trustor, it being the intent of the Trustor that RODRICK H. RINKER, RODRINK H. RINKER's issue, KENNETH C. RINKER, and KENNETH C. RINKER's issue take no part of the Trust Estate.

* * * * *

ARTICLE I

RIGHTS RESERVED BY TRUSTOR

The Trustor specifically reserves the following rights and privileges:

A. **Right to Add Property to Trust**

The Trustor, or any other person, may from time to time, with the consent of the Trustee, add policies of insurance or other property, real, personal, or mixed, to the Trust Estate, or any part thereof, by deed, assignment, bequest or devise, and/or cause the Trustee to be named as beneficiary of certain policies of insurance; and if so added, such property shall thereupon be subject in all respects to the terms and provisions hereof, in the same manner as if originally included hereunder.

B. **Right to Amend or Revoke Trust**

The Trustor reserves the right at any time or times during the Trustor's lifetime to amend any of the provisions of this Trust and to revoke this Trust by an instrument in writing signed by the Trustor and delivered to the Trustee. The powers reserved by the Trustor pursuant to this paragraph may be exercised by the Trustor's conservator, or attorney-in-fact, if such power is expressly granted in the power of attorney.

* * * * *

ARTICLE II
PROVISIONS REGARDING
DISTRIBUTION OF INCOME AND PRINCIPAL

A. During the Lifetime of the Trustor

For so long as the Trustor is living, the Trustee shall pay to or apply for the Trustor's use and benefit such amounts of net income and principal of the Trust Estate, up to the whole thereof, as the Trustor may from time to time request. Any income not so used shall be accumulated and added to principal.

(1) Incompetency

(a) Support of Trustor During Period of Incompetency

If at any time during the Trustor's lifetime the Trustor should become incompetent or should for any other reason be unable to act on the Trustor's own behalf, the Trustee may in its discretion pay to or apply for the benefit of the Trustor, such amounts of net income and principal of the Trust Estate, up to the whole thereof, as the Trustee may from time to time deem advisable to provide for the Trustor's maintenance in health and reasonable comfort, in accordance with the Trustor's accustomed standard of living, and without regard to the Trustor's other means outside of this Trust. Any income not so used shall be added to principal of the estate.

(b) Continued Support of Persons Previously Supported and/or Dependent on Incompetent Trustor

If the Trustor should become incompetent or should for any reason be unable to act on the Trustor's own behalf, the Trustee may also pay to any person (i) whom the Trustor is legally obligated to support or (ii) who is related to the Trustor by blood, marriage or adoption and whom the Trustor was supporting at the time the Trustor became incompetent or became for any reason unable to act on the Trustor's own behalf, such amounts of net income and principal of the Trust Estate as the Trustee may from time to time deem advisable to provide for such person's maintenance in health and reasonable comfort, in accordance with such person's accustomed standard of living and such person's medical, dental, hospital and nursing expenses and expenses of invalidism, first taking into account the future needs of the Trustor.

(2) Trustor Not To Be Placed in Nursing Home

Except as provided below, it is the Trustor's intention that the Trustor not be placed in a nursing home, convalescent home or other similar facility

without the Trustor's informed consent. If at any time the Trustor is incapable of giving informed consent, then, to the extent possible, the Trustee shall pay such amounts of net income and principal of the Trust Estate, up to the whole thereof, for the purpose of providing nursing care for the incapacitated Trustor in the Trustor's own home. In the event that there are special circumstances in which the Trustee decides that a nursing home, convalescent home or other similar facility would provide substantially better medical care for the incompetent Trustor than the Trustor would receive in the Trustor's own home, and only if these special and unusual circumstances exist, the Trustee may choose to use such amounts of net income and principal of the Trust Estate to provide for the Trustor's care in a nursing home, convalescent home or other similar facility of the highest quality. In making these decisions, the Trustee shall consult, to the extent the Trustee deems necessary, with the incompetent Trustor's health care agent and/or conservator.

(a) If Home Nursing Care is Required

If home nursing care is required for the Trustor in order for the Trustor to remain in the Trustor's home, then Trustor directs that the Trustee obtain such care (including any necessary equipment) as is reasonable under the circumstances. It is the strong desire of the Trustor to remain in the Trustor's home, rather than being placed in any convalescent or long-term care facility. If the Trustor is hospitalized or requires placement in a nursing or other long term care facility, the Trustor directs the Trustee to take such steps as are necessary to assure frequent monitoring of the quality of the care of the Trustor and to provide for the Trustor's health and psychological and social needs, including, but not limited to, providing for a private room, extra caregivers and companions, therapy, and availability of the Trustor's favorite food and entertainment.

(b) Geriatric Care Manager

The Trustee may retain a geriatric care manager (the "Geriatric Care Manager") to manage the Trustor's health and psychological concerns. The Geriatric Care Manager may establish and supervise home care for the Trustor and develop a care plan which will allow the Trustor to remain at home. The Geriatric Care Manager may also assess the Trustor's functional needs and assist the Trustor, the Trustor's family and the Trustee in establishing and supervising in-home support services, including hiring and supervision of household help and personal care providers.

B. Upon the Death of the Trustor

Upon the death of the Trustor, the assets subject to the terms of this Trust, including those received by the Trustee upon or by reason of the death of the Trustor, shall be held and administered as follows:

(1) Specific Gifts of Trustor

Upon the Trustor's death, the Trustee shall distribute the items of money or property described in Exhibit 1 attached hereto and incorporated herein by this reference. The specific gifts shall be made by the Trustee in the manner and to the person, persons and/or entities as set forth in Exhibit 1.

If, after paying the Joint Charitable Bequests of the Trustor and the Trustor's Spouse under Part A of Exhibit 1, the Trustor's Charitable Bequests under Part B of Exhibit 1, estate taxes, and expenses of administration, the assets of the Trust Estate are insufficient to fully fund the bequests set forth in Parts C and D of Exhibit 1, the gifts shall abate in reverse order by class (i.e., the gifts to the grandchildren shall abate first and then the gifts to the children shall abate second) and pro rata among the affected class of beneficiaries. Charitable bequests shall not abate.

(2) Gifts of Tangible Personal Property

Upon the death of the Trustor, the Trustee shall distribute, outright and free of trust, and net of any and all estate, inheritance and/or other death taxes attributable to such assets and net of any expenses of administration, all of the Trustor's jewelry, artwork, clothing, household furniture and furnishings, kitchenware, photographs, club memberships, digital assets, and other tangible articles of a personal nature, or any interest in any such property, not otherwise specifically disposed of by this instrument or in any other manner, together with any insurance on such property, between those of GAIL L. REITER and BART F. RINKER who survive the death of the Trustor, in equal shares as they shall agree, or as the Trustee shall in its discretion determine if GAIL L. REITER and BART F. RINKER do not agree. In the event neither GAIL L. REITER nor BART F. RINKER survives the death of the Trustor, then this gift shall lapse and shall be distributed with the balance of the Trust Estate.

All expenses of storage (pending distribution), packaging, shipment, insurance, delivery, and other necessary charges incurred in connection with the distribution of said tangible personal property shall be borne as a general expense of administration of the Trust.

(3) Distribution of the Balance of the Trust Estate

Upon the death of the Trustor, the Trustee shall divide the balance of the Trust Estate as follows:

(a) Fifty percent (50%) of the balance of the Trust Estate shall be known as the "Gail L. Reiter Share;" and

(b) Fifty percent (50%) of the balance of the Trust Estate shall be known as the "Bart F. Rinker Share."

Provided GAIL L. REITER survives to the time required for distribution under this paragraph (3), the Gail L. Reiter Share shall be held in a separate trust to be known as the "Gail L. Reiter Trust," and distributed pursuant to the provisions of Part C of this Article II, below. If GAIL L. REITER fails to survive to the time required for distribution under this paragraph (3), the Gail L. Reiter Share shall be reallocated to the share distributed under subparagraph (b) of this paragraph (3), above, provided that BART F. RINKER must survive to the time required for distribution under this paragraph (3) in order to receive such reallocation. If GAIL L. REITER and BART F. RINKER both fail to survive to the time required for distribution under this paragraph (3), then provided BART F. RINKER has issue who survive to the time required for distribution under this paragraph (3), the Gail L. Reiter Share shall be divided into separate shares for the then living issue of BART F. RINKER, by right of representation, and such share so established shall be administered and distributed pursuant to the provisions of Part E of this Article II, below.

Provided BART F. RINKER survives to the time required for distribution under this paragraph (3), the Bart F. Rinker Share shall be held in a separate trust to be known as the "Bart F. Rinker Trust," and distributed pursuant to the provisions of Part D of this Article II, below. If BART F. RINKER fails to survive to the time required for distribution under this paragraph (3), then, provided BART F. RINKER has issue who survive to the time required for distribution under this paragraph (3), the Bart F. Rinker Share shall be divided into separate shares for the then living issue of BART F. RINKER, by right of representation, and such share so established shall be administered and distributed pursuant to the provisions of Part E of this Article II, below. If BART F. RINKER and all issue of BART F. RINKER fail to survive to the time required for distribution under this paragraph (3), the Bart F. Rinker Share shall be reallocated to the share distributed under subparagraph (a) of this paragraph (3), above, provided GAIL L. REITER must survive to the time required for distribution under this paragraph (3) in order to receive such reallocation.

If GAIL L. REITER and BART F. RINKER both fail to survive to the time required for distribution under this paragraph (3), and there are no issue of BART F. RINKER who survives to the time required for distribution under this paragraph (3), the balance of the Trust Estate shall be distributed pursuant to the provisions of Part I of this Article II, below.

C. The Gail L. Reiter Trust

(1) Distribution of Income and Principal

If the Gail L. Reiter Trust is established, the Trustee shall pay to or apply for the benefit of GAIL L. REITER, considering her resources outside of the Gail L. Reiter Trust which are known to the Trustee, so much of the net income and principal of the Gail L. Reiter Trust as in the discretion of the Trustee may be required for the reasonable health, education, maintenance and support of GAIL L. REITER; any income not so required shall be added to the principal of the Gail L. Reiter Trust at the end of each calendar year. These provisions shall be liberally construed in the interest of and for the benefit of GAIL L. REITER.

(2) Limited Power of Appointment

GAIL L. REITER shall have the limited power to amend or direct the distribution of the balance of the Gail L. Reiter Trust, as of her death, by written instrument delivered to the Trustee during GAIL L. REITER's lifetime (to be governed by the last written instrument delivered to the Trustee during GAIL L. REITER's lifetime) to or for the benefit of any one or more individuals or charitable entities, subject to the limitations set forth below. GAIL L. REITER may appoint outright or in trust and create new powers of appointment in or for the benefit of any of the objects of this power. This limited power shall not under any circumstances be exercisable in favor of GAIL L. REITER, her estate, her creditors, the creditors of her estate, nor for the purpose of discharging any legal obligation of GAIL L. REITER.

(3) Upon the Death of GAIL L. REITER

Upon the death of GAIL L. REITER, the balance of the Gail L. Reiter Trust, to the extent not effectively appointed, shall be distributed to BART F. RINKER, provided he is then living. If BART F. RINKER is not then living, then, to the extent BART F. RINKER has then living issue, the balance of the Gail L. Reiter Trust shall be divided into separate shares for the then living issue of BART F. RINKER, by right of representation, and distributed pursuant to the provisions of Part E of this Article II, below. If BART F. RINKER is not then living and if no issue of BART F. RINKER is then living, the balance of the Gail L. Reiter Trust shall be distributed pursuant to the provisions of Part I of this Article II, below. If a person entitled to distribution is a beneficiary of a trust established by this instrument, such person's share shall not be distributed outright, but shall be added to that trust and administered according to its terms as if originally a part thereof.

D. The Bart F. Rinker Trust

(1) Distribution of Income and Principal

If the Bart F. Rinker Trust is established, the Trustee shall pay to or apply for the benefit of BART F. RINKER, considering his resources outside of the Bart F. Rinker Trust which are known to the Trustee, so much of the net income and principal of the Bart F. Rinker Trust as in the discretion of the Trustee may be required for the reasonable health, education, maintenance and support of BART F. RINKER; any income not so required shall be added to the principal of the Bart F. Rinker Trust at the end of each calendar year. These provisions shall be liberally construed in the interest of and for the benefit of BART F. RINKER.

(2) Limited Power of Appointment

BART F. RINKER shall have the limited power to amend or direct the distribution of the balance of the Bart F. Rinker Trust, as of his death, by written instrument delivered to the Trustee during BART F. RINKER's lifetime (to be governed by the last written instrument delivered to the Trustee during BART F. RINKER's lifetime) to or for the benefit of any one or more individuals or charitable entities, subject to the limitations set forth below. BART F. RINKER may appoint outright or in trust and create new powers of appointment in or for the benefit of any of the objects of this power. This limited power shall not under any circumstances be exercisable in favor of BART F. RINKER, his estate, his creditors, the creditors of his estate, nor for the purpose of discharging any legal obligation of BART F. RINKER.

(3) Upon the Death of BART F. RINKER

Upon the death of BART F. RINKER, the balance of the Bart F. Rinker Trust, to the extent not effectively appointed, and to the extent that BART F. RINKER has any then living issue, shall be divided into separate shares for the then living issue of BART F. RINKER, by right of representation, and distributed pursuant to the provisions of Part E of this Article II, below. If no issue of BART F. RINKER is then living, the balance of the Bart F. Rinker Trust shall be distributed to GAIL L. REITER, provided she is then living. If no issue of BART F. RINKER is then living and if GAIL L. REITER is not then living, the balance of the Bart F. Rinker Trust shall be distributed pursuant to the provisions of Part I of this Article II, below. If a person entitled to distribution is a beneficiary of a trust established by this instrument, such person's share shall not be distributed outright, but shall be added to that trust and administered according to its terms as if originally a part thereof.

E. Share for the Descendants of Bart F. Rinker

Each of the then living issue of BART F. RINKER for whom a share is established under this Part E shall hereinafter be referred to as a "Bart Beneficiary."

(1) Distribution of Income and Principal

As to each share set aside for a Bart Beneficiary, the Trustee shall pay to or apply for the benefit of the Bart Beneficiary, considering the Bart Beneficiary's resources outside of this trust, so much of the net income and principal of such share as in the discretion of the Trustee may be required for the reasonable health, education, maintenance and support of the Bart Beneficiary; any income not so required shall be added to the principal of such share at the end of each calendar year. These provisions shall be liberally construed in the interest of and for the benefit of the Bart Beneficiary.

(2) Limited Power of Appointment

The Bart Beneficiary shall have the limited power to amend or direct the distribution of the Bart Beneficiary's share, as of the Bart Beneficiary's death, by written instrument delivered to the Trustee during the Bart Beneficiary's lifetime (to be governed by the last written instrument delivered to the Trustee during the Bart Beneficiary's lifetime) to or for the benefit of any one or more individuals or charitable entities, subject to the limitations set forth below. The Bart Beneficiary may appoint outright or in trust, and may create new powers of appointment in or for the benefit of any of the objects of this power. This limited power shall not under any circumstances be exercisable in favor of the Bart Beneficiary, the Bart Beneficiary's estate, the Bart Beneficiary's creditors, the creditors of the Bart Beneficiary's estate, nor for the purpose of discharging any legal obligation of the Bart Beneficiary.

(3) Upon the Death of a Bart Beneficiary

Upon the death of a Bart Beneficiary, any share then held for the Bart Beneficiary's benefit, to the extent not effectively appointed, shall be distributed to the issue of the Bart Beneficiary living on the date of the Bart Beneficiary's death, by right of representation. Should no such issue be then living, such share shall be distributed to the living issue of his or her nearest ancestor who is a descendant of BART F. RINKER and who has issue then living, by right of representation, and if there are none, to the then living issue of BART F. RINKER, by right of representation. Should no such issue of BART F. RINKER be then living, such share shall be distributed to BART F. RINKER and GAIL L. REITER, in equal shares, provided BART F. RINKER and GAIL L. REITER are then living, or all to the survivor of them, if only one of BART F. RINKER or GAIL L. REITER is then living. Should BART R. RINKER and GAIL L.

REITER both not be then living, such share shall be distributed pursuant to the provisions of Part I of this Article II, below. If a person entitled to distribution is a beneficiary of a trust established by this instrument, such person's share shall not be distributed outright, but shall be added to that trust and administered according to its terms as if originally a part thereof.

F. Distribution to Descendants of a Bart Beneficiary Under Age Twenty-One

If, at any time, any share or part of the Trust Estate should become subject to outright distribution under any provisions of Article II of this Trust to a descendant of a Bart Beneficiary who is under the age of twenty-one (21) years (other than by exercise of a power of appointment granted herein), then notwithstanding provisions herein to the contrary, the Trustee shall hold and administer such person's share or part of a share of the Trust Estate for such person's benefit and shall pay to such person or apply for such person's benefit so much of the net income and principal from such person's share as the Trustee shall deem necessary for such person's reasonable health, education, maintenance and support, adding undistributed income to principal. In exercising the discretion herein given, the Trustee shall take into consideration such person's other means and the ability of anyone legally obligated to provide for such person. When any such person shall attain the age of twenty-one (21) years, the remainder of such person's share shall be distributed to such person and, in case of such person's death prior thereto, such share shall be distributed to such person's then living issue, by right of representation. If there are no such issue, such person's share shall be distributed to the then living issue of such person's closest lineal ancestor who is a descendant of BART F. RINKER and who has issue then living, by right of representation, and if there are none, to the then living issue of BART F. RINKER, by right of representation. Should no such issue of BART F. RINKER be then living, such share shall be distributed to BART F. RINKER and GAIL L. REITER, in equal shares, provided BART F. RINKER and GAIL L. REITER are then living, or all to the survivor of them, if only one of BART F. RINKER or GAIL L. REITER is then living. Should BART R. RINKER and GAIL L. REITER both not be then living, such share shall be distributed pursuant to the provisions of Part I of this Article II, below. If a person entitled to distribution is a beneficiary of a trust established by this instrument, such person's share shall not be distributed outright, but shall be added to that trust and administered according to its terms as if originally a part thereof.

G. The Kurt F. Reiter Trust

(1) Distribution of Income and Principal

If the Kurt F. Reiter Trust is established, the Trustee shall pay to or apply for the benefit of KURT F. REITER the net income from the Kurt F. Reiter Trust, in monthly or other convenient installments, but in no event less frequently

than in annual installments, during the remainder of KURT F. REITER's lifetime. If the net income is insufficient, the Trustee shall pay to or apply for the benefit of KURT F. REITER, considering his resources outside of the Kurt F. Reiter Trust which are known to the Trustee, so much of the principal of the Kurt F. Reiter Trust as in the discretion of the Trustee may be required for the reasonable health, education, maintenance and support of KURT F. REITER.

(2) Upon the Death of KURT F. REITER

Upon the death of KURT F. REITER, the balance of the Kurt F. Reiter Trust shall be divided into separate shares for the then living issue of BART F. RINKER, by right of representation, and distributed pursuant to the provisions of Part E of this Article II, above. Should no issue of BART F. RINKER be then living, the balance of the Kurt F. Reiter Trust shall be distributed to BART F. RINKER and GAIL L. REITER, in equal shares, provided BART F. RINKER and GAIL L. REITER are then living, or all to the survivor, if only one of BART F. RINKER or GAIL L. REITER is then living. Should BART F. RINKER and GAIL L. REITER not be then living, the balance of the Kurt F. Reiter Trust shall be distributed pursuant to the provisions of Part I of this Article II, below. If a person entitled to distribution is a beneficiary of a trust established by this instrument, such person's share shall not be distributed outright, but shall be added to that trust and administered according to its terms as if originally a part thereof.

H. Government Benefits

The following provisions shall apply to each and every trust established under the provisions of Article II of this Trust for any beneficiary who is receiving means-tested public benefits or may be entitled to receive means-tested public benefits, whether income, medical, disability or otherwise, from any agency, whether State, Federal, or otherwise, including, but not limited to, Social Security, Medi-Cal, Medicare, and Supplemental Security Income/State Supplemental Programs (SSI/SSP). The term "means-tested public benefits" (sometimes referred to herein as "public benefits") refers to public programs with limitations on the amount of income and resources a recipient may own. Supplemental Security Income (SSI) and Medi-Cal are the primary examples of such public benefits. Currently, there exist basic living needs such as dental care and special equipment which means-tested public benefits may not provide. It is vitally important that such beneficiary continue to have these programs in order to maintain a level of human dignity and humane care. If this trust were to be invaded by creditors, subjected to any liens or encumbrances, or cause public benefits to be terminated, it is likely that the trust corpus would be depleted prior to the beneficiary's death. In this event, there would be no supplemental fund for emergencies, necessary programs, and the beneficiary's care. The following trust provisions should be interpreted in light of these concerns and the Trustor's stated intent:

(1) Notwithstanding anything to the contrary in the foregoing, if at any time during the term of this trust, any beneficiary hereof (other than the Trustor) is receiving means-tested public benefits, or may be entitled to receive means-tested public benefits, whether income, medical, disability or otherwise, from any agency, whether State, Federal, or otherwise, including but not limited to Social Security, Medical, Medicare, and Supplemental Security Income/State Supplemental Programs (SSI/SSP), then the Trustee may pay to or apply for the benefit of such beneficiary only so much of the net income and/or principal of this trust as the Trustee, in the Trustee's discretion, considers necessary or advisable from time to time to meet the beneficiary's special needs. Any income not distributed shall be accumulated and added to the principal. As used in this instrument, "special needs" are the requisites for maintaining the beneficiary's good health, safety, and welfare when, in the Trustee's discretion, such requisites are not being provided by any public agency, office, or department of any city, county or state government; the federal government; or any private agency. "Special needs" may include, but are not limited to, the following: (1) dental care; recreation and entertainment; special equipment; and programs of training, education, and treatment supplemental to those that the beneficiary is entitled to receive under a government assistance program; (2) therapy (including physical, occupational, and speech therapy); rehabilitation services; special equipment such as splints, braces, and wheelchairs; programs of training, education, and treatment; transportation services (including purchase of a vehicle and adaptation for disability); psychological services; specialized dietary needs; attendant and companion care; education aides; and recreation and entertainment.

(2) The Trustee may make no distribution hereunder if such distribution would result in such beneficiary being ruled ineligible for benefits, or if such distribution would result in his or her receiving a reduction in the amount of benefits payable to or for him or her from or on behalf of any such agencies. The distributions that may be made under this section shall be limited to those amounts and for those purposes which the Trustee shall determine to be within the income and property limits allowable under the rules or regulations, or any amendments thereto, from time to time, of any such agency or agencies which provide benefits to or for the benefit of such beneficiary and his or her spouse, if any, at the time of any distribution hereunder. Distributions hereunder may be in cash or in kind, or partly in each, and the Trustee may purchase property with trust funds and distribute such property.

(3) It is Trustor's purpose in creating this trust to provide for such beneficiary's extra and supplemental care, maintenance, support and education, in addition to and over and above the benefits he or she is otherwise entitled to receive as a result of his or her handicap or disability from any local, state or federal government or from any private agencies, any of which provide services or benefits to handicapped or disabled persons, and to the extent the distributions from such trust would disqualify such beneficiary from any such benefits, to authorize such Trustee to withhold such distributions. The Trust Estate shall be used to supplement public benefits, not supplant

them. For purposes of determining the beneficiary's eligibility for SSI, Medi-Cal, Aid to Families with Dependent Children, regional center assistance, and residential and program services from the State Department of Developmental Services and any other program of public benefits, no part of the undistributed income or principal of the Trust Estate shall be considered an available resource to the beneficiary.

(4) The Trustee may purchase and maintain real estate as an asset of the trust. In addition, the Trustee is specifically authorized to purchase and maintain as a trust asset a home for the beneficiary on terms that the Trustee considers advisable, including purchase money financing. If the beneficiary is permitted to reside in the premises, arrangements shall be made in the Trustee's discretion to ensure the beneficiary's continued eligibility for public benefits. Such arrangements include charging rent to the beneficiary when necessary to maintain the beneficiary's eligibility for Supplemental Security Income (SSI).

(5) In the event that any provision of this trust fails to meet the financial eligibility requirements of any program of means-tested public benefits for which the beneficiary is or may be eligible, the then-acting Trustee or Trustees may, in his, her or their discretion, amend the trust to ensure eligibility for such benefits. Any such amendment shall be in writing, dated and signed by the Trustee or Trustees, and duly acknowledged. In no event shall said Trustee have any power or authority under this Article which shall constitute a general power of appointment under Internal Revenue Code Section 2041 and applicable regulations. In addition, nothing herein shall be construed as depriving any person of the right to seek modification or reformation of this trust under California Probate Code Sections 15400-15414, or other California Probate Code Sections then in effect that govern such trusts. In no event shall the beneficiary have any right or power to alter, amend, revoke, or terminate the trust, or any of the terms of the trust instrument, in whole or in part. Furthermore, the beneficiary shall have no right, power, or legal authority to direct the use of the trust corpus for the beneficiary's own support and maintenance.

(6) In the event the Trustee is requested by any department or agency administering benefits to release principal or income of the trust to or on behalf of the beneficiary to pay for equipment, medication or services which it is authorized to provide, or in the event the Trustee is requested by any department or agency administering such benefits to petition the court or any other administrative agency for the release of trust principal or income for this purpose, the Trustee is authorized to deny such request and is directed to defend, at the expense of the Trust Estate, any contest or other attack of any nature of the provisions of this section. The Trustee may, in the Trustee's discretion, take necessary administrative or legal steps to protect the beneficiary's Medi-Cal eligibility, including obtaining a ruling from a court of competent jurisdiction that the trust principal is not "available" to the beneficiary for purposes of determining Medi-Cal eligibility. Expenses for this purpose, including reasonable

attorney fees, will be a proper charge to the Trust Estate. All references in this instrument to "Medi-Cal" include any other state's Medicaid program equivalent.

(7) If a court or government agency determines, in the Trustee's opinion, that the trust renders the beneficiary ineligible for government benefits for which the beneficiary would be eligible if the trust did not exist, the Trustee shall evaluate the financial loss caused to the beneficiary by the beneficiary's ineligibility for government benefits as compared to the financial gain to the beneficiary resulting from the trust's continued operation, to determine whether to maintain the trust in operation or to terminate the trust. If the Trustee determines that the benefits conferred by the trust do not outweigh the detriment caused by the loss of government benefits, the Trustee may, in the Trustee's discretion, terminate the trust and distribute the trust assets to the beneficiaries entitled to distribution thereof upon the death of the beneficiary.

I. Distribution If No Named Beneficiaries

If at the time of the Trustor's death or at any time before full distribution of the Trust Estate all beneficiaries are deceased and no other disposition of the property is directed by this Trust, or by the exercise of a power of appointment, then the Trust Estate or the portion of it remaining shall be distributed to the HARRY AND DIANE RINKER FAMILY FOUNDATION, a California public benefit corporation, provided such organization is in existence at the time of the Trustor's death and at the time of any distribution hereunder. If the HARRY AND DIANE RINKER FAMILY FOUNDATION is not in existence at the time of the Trustor's death and at the time of any distribution hereunder, then the Trustee shall structure and administer any property allocated to such foundation as a private foundation as that term is defined in Internal Revenue Code Section 509.

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ARTICLE III
SUCCESSOR TRUSTEE

A. Named Successors

(1) Original and Named Successor Trustees

HARRY S. RINKER is the initial Trustee hereof. It is the Trustor's intent that BART F. RINKER be named to serve as a Co-Trustee with HARRY S. RINKER, effective upon the execution by the Trustor and the Co-Trustees (HARRY S. RINKER and BART F. RINKER) of this First Amendment to and Complete Restatement of the 2020 Harry S. Rinker Separate Property Trust. Henceforth, HARRY S. RINKER and BART F. RINKER shall serve as Co-Trustees hereof. If either HARRY S. RINKER or BART F. RINKER is unable or unwilling to serve as Co-Trustee, then the other of them shall serve as sole Trustee hereof. If both HARRY S. RINKER and BART F. RINKER are unable or unwilling to serve, then SPENCER K. RINKER shall serve as Trustee hereof. If SPENCER K. RINKER is unable or unwilling to serve, then JOSEPH D. CARRUTH shall serve as Trustee hereof. If JOSEPH D. CARRUTH is unable or unwilling to serve, then PAUL F. MARX shall serve as Trustee hereof. If PAUL F. MARX is unable or unwilling to serve, then JAMES L. DOTI shall serve as Trustee hereof. If JAMES L. DOTI is unable or unwilling to serve, then GAIL L. REITER, BART F. RINKER, SPENCER K. RINKER, and ALEXANDER K. RINKER, acting by majority, or the last of them acting alone, shall have the power to appoint a bank or trust company to serve as Trustee hereof.

(2) Trustee of a Child's Trust

Notwithstanding any other provision, when the administration of the estate of the Trustor has been completed and allocations have been made to the separate trusts created by the terms of this instrument, a child of the Trustor for whom a trust has been established and who is the sole income beneficiary of such trust may remove any then acting Trustee of his or her trust, by an instrument in writing delivered to the acting Trustee, and may appoint himself or herself to serve as sole Trustee of the trust established by this instrument for such child. Such child shall also have the power to (1) appoint any person or qualified corporation or both to act as Co-Trustee(s), (2) resign and/or appoint successors to act as Co-Trustees or sole Trustee, (3) reinstate any Trustee, (4) remove and replace any Trustee, and (5) designate new and/or different successor Trustees (individual, corporate or both). If no such appointment is made, then the Trustee as described in paragraph (1) of this Part A, above, in the order of priority and succession designated, shall serve as successor Trustees.

(3) Trustee of a Descendant's Trust (other than KURT F. REITER)

Notwithstanding any other provision, when the administration of the estate of the Trustor has been completed and allocations have been made to the separate trusts created by the terms of this instrument, a descendant of the Trustor (other than KURT F. REITER) for whom a trust has been established and who is the sole income beneficiary of such trust may, upon attaining age forty (40), remove any then acting Trustee of his or her trust, by an instrument in writing delivered to the acting Trustee, and may appoint himself or herself to serve as sole Trustee of the trust established by this instrument for such beneficiary.

Such beneficiary shall also have the power to (1) appoint any person or qualified corporation or both to act as Co-Trustee(s), (2) resign and/or appoint successors to act as Co-Trustees or sole Trustee, (3) reinstate any Trustee, (4) remove and replace any Trustee, and (5) designate new and/or different successor Trustees (individual, corporate or both). If no such appointment is made, then the Trustee as described in paragraph (1) of this Part A, above, in the order of priority and succession designated, shall serve as successor Trustees. The Trustee acting at the time a beneficiary seeks to remove the Trustee under the terms of this paragraph may, in its absolute and uncontrolled discretion, require that the beneficiary submit to a test to determine if there is evidence of alcohol or substance abuse. The determination of whether or not to test shall be made in the sole, absolute and uncontrolled discretion of the Trustee, and, if the decision is made to test, the Trustee shall be entitled to utilize, in its discretion, and rely upon, whatever testing methods are available at that time. In the event the test determines the beneficiary has an alcohol or substance abuse problem, such beneficiary shall automatically be disqualified from serving, and if applicable, shall immediately cease serving, as a Trustee, or in any other capacity in which such beneficiary would serve as, or participate in the removal or appointment of any Trustee or successor Trustee hereunder, without court approval. In addition, in the event the beneficiary is ever convicted in a court of law of a felony or of possession, possession for sale, transportation, sale or giving away, trafficking in, or being under the influence of a controlled substance, such beneficiary shall automatically be disqualified from serving, and if applicable, shall immediately cease serving, as a Trustee, or in any other capacity in which such beneficiary would serve as, or participate in the removal or appointment of any Trustee or successor Trustee hereunder, without court approval. The term "controlled substance" shall have the same meaning as defined under the California Health and Safety Code.

(4) Trustee of the Kurt F. Reiter Trust

Notwithstanding any other provision, upon the establishment of the Kurt F. Reiter Trust, GAIL L. REITER shall serve as Trustee of the Kurt F. Reiter Trust. If GAIL L. REITER is unable or unwilling to serve, then CHERYL

KINSMAN and MARSHALL WILKINSON shall serve as Co-Trustees of the Kurt F. Reiter Trust. If either CHERYL KINSMAN or MARSHALL WILKINSON is unable or unwilling to serve as Co-Trustee, then the other of them shall serve as sole Trustee of the Kurt F. Reiter Trust. GAIL L. REITER shall have the power to: (1) appoint any person or qualified corporation or both to act as Co-Trustee(s), (2) resign and/or appoint successors to act as Co-Trustees or sole Trustee, (3) reinstate any Trustee, (4) remove and replace any Trustee, and (5) designate new and/or different successor Trustees (individual, corporate or both) for the Kurt F. Reiter Trust. If no such appointment is made, then the Trustee as described in this paragraph (4), in the order of priority and succession designated, shall serve as successor Trustees.

B. Succession to Title

Any successor Trustee shall succeed to all title to the property of the Trust Estate and all powers, rights, discretions, obligations and immunities of the Trustee hereunder with the same effect as though such successor had been originally named as Trustee.

A successor Trustee shall not be responsible to the beneficiaries or to the Trust Estate for the acts or omissions of a former Trustee in its administration of the Trust Estate, and a successor Trustee shall not be required to audit or investigate the acts or administration of any former Trustee; nor, unless requested in writing to do so by a person having a present or future beneficial interest under this Trust, shall it have any duty to take action to obtain redress for breach of trust by a former Trustee.

The accountability or responsibility of a successor Trustee shall be limited to those assets or properties title to which was in the prior Trustee at the date on which the successor Trustee assumed its trusteeship and which are either delivered into the possession of the successor Trustee or the existence of which is known to the successor Trustee.

The successor Trustee may receive from all of the current beneficiaries of the Trust who are competent to act, instruments in writing releasing the Trustee from liabilities which may have arisen from the acts or omissions of a former Trustee, and such instruments shall be conclusive as to all parties, born or unborn, who may have an interest in the Trust.

C. Evidence of Addition or Removal of Trustees

Any change of a Trustee or successor Trustee under this Article III shall be by written instrument signed by the Trustor and delivered to the acting Trustee, personally or by certified mail. The removal of an acting Trustee under this Article III shall be evidenced by delivery to such Trustee of a written notice of such removal, a written appointment of the successor Trustee, and its acceptance of the Trust in writing, personally or by certified mail. Upon delivery of such instruments to the Trustee to be

removed, it shall, after deducting all charges and amounts due it as such Trustee, and upon receipt of such proper indemnity as it may reasonably require, transfer and deliver the Trust Estate together with an accounting for all acts affecting the Trust since the date of any prior accounting to the successor Trustee, and thereafter the Trustee so removed shall have no further powers, discretions, rights, obligations or duties with reference to the Trust Estate, and all such powers, discretions, rights, obligations and duties of the Trustee so removed shall inure to and be binding upon such successor Trustee.

D. HARRY S. RINKER and BART F. RINKER as Co-Trustees

While both HARRY S. RINKER and BART F. RINKER are acting as Co-Trustees, either may exercise all of the powers granted by this Declaration of Trust and the signature of either shall bind the Trust, the Co-Trustees, the beneficiaries, and their heirs, assigns, representatives and successors in interest. Any party dealing with either HARRY S. RINKER or BART F. RINKER, acting as such Co-Trustee, shall be fully protected in relying on the signature of either.

In addition, while both HARRY S. RINKER and BART F. RINKER are acting as Co-Trustees, they may, at any time in their sole and absolute discretion, cause the legal title to one or more of the assets (specifically including securities) owned by the Trust and comprising a portion thereof to be registered, issued and held in the name of either of said Co-Trustees alone without the name of the other Co-Trustee, as long as legal title to the asset is clearly designated to be held by such Trustee in the name of and under the terms and conditions of this Trust. Such registration may also show the community or separate property character of the property so transferred to the Trust.

The powers set forth in this Part D shall terminate at such time as either HARRY S. RINKER or BART F. RINKER is no longer acting as a Co-Trustee.

* * * * *

ARTICLE IV

POWERS OF TRUSTEE

In addition to all other powers and discretions granted or vested in a Trustee by law or by this instrument, any Trustee appointed hereunder shall have the following powers and discretions, subject always to its fiduciary obligations and subject always to the limitations expressly provided in this instrument, to carry out the purposes of each trust established hereunder:

A. General Powers

To do all such acts, take all such proceedings and exercise all such rights and privileges in the management of the Trust Estate as if it were an individual and the absolute owner thereof, including, without limiting the generality of the foregoing, the following:

- (1) To grant, bargain, sell (for cash or on deferred payments), convey, grant options, manage, operate, and control, exchange or convert any real or personal property;
- (2) To lease for terms either within or beyond the duration of this Trust;
- (3) To enter into oil, gas and other mineral leases, pooling, unitization, re-pressurization, community and other types of agreements relating to the development, operation and conservation of mineral properties;
- (4) To assign, partition, divide, subdivide, repair, apply for zoning or rezoning and improve or develop any properties;
- (5) To loan, re-loan, invest and reinvest the Trust Estate or any part thereof;
- (6) To vote stock, give proxies, pay calls for assessments, sell or exercise stock subscription or conversion rights;
- (7) To participate in reorganizations, consolidations, mergers, liquidations, pooling agreements, voting trusts, assent to corporate sales and other acts and, in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable;
- (8) To hold securities or other property in its own name or in the name of a depositor, a company, or its nominee, without disclosing any fiduciary

relation, including maintenance of "street name" accounts with brokers (notwithstanding the provisions of California Probate Code §16009(b));

(9) To procure and carry at the expense of the Trust Estate insurance of such kind and in such form and amount as the Trustee deems advisable to protect the Trustee and the Trust Estate against any hazard or liability to be carried as an expense of the Trust Estate;

(10) To borrow money for any Trust purpose; hypothecate the Trust Estate or any part thereof and replace, renew and extend any encumbrance thereon, upon such terms, conditions and security as may be determined by the Trustee; to pay loans or other obligations of the Trust Estate, as the Trustee in its discretion deems advisable; with respect to the purchase of any property, as part of the consideration given therefor, to assume a liability of the transferor or to acquire such property subject to a liability; with respect to hypothecating the Trust Estate or any part thereof, the Trustee may hypothecate the Trust Estate as security for loans acquired by the Trustor or any business entity in which the Trustor has an interest, including guaranteeing indebtedness of any such entities and indemnifying companies insuring such entities; further, the Trustee may guarantee any indebtedness of the Trustor and indemnify surety companies insuring the Trustor or any business entity in which the Trustor has an interest;

(11) To deduct, retain, extend and pay out of any money belonging to the Trust any and all necessary and proper expenses in connection with the operation and conduct of the Trust including (but not by way of limitation) reasonable attorneys' fees, accountants' fees, investment counsel fees and the like and to pay all taxes, insurance premiums and other legal assessments, debts, claims, or charges which at any time may be due and owing by, or which may exist against the Trust;

(12) To hold an undivided interest in any property as tenant in common or as tenant in partnership; to acquire and/or hold general or limited partnership interests and interests in limited liability companies;

(13) To employ and pay any custodian, investment advisor or any other agents to assist the Trustee in the administration of the Trust. If investment counsel is retained to manage all or any part of the Trust assets, the Trustee may delegate to such counsel investment discretion with respect to such assets. The Trustee may abide by the decision of such counsel and shall not be held liable or otherwise surcharged for losses directly attributable to investments made on the advice of such investment counsel so long as the Trustee conducts periodic reviews of his or her performance;

(14) To abandon any property or interest in property belonging to the Trust when, in the Trustee's educated opinion, the abandonment is in the best interest of the Trust and its beneficiaries;

(15) To participate in foreclosures or in the exercise of a power of sale under mortgages, trust deeds, or other security interests in real or personal property;

(16) To act hereunder through an agent or attorney-in-fact, or by or under a power of attorney duly executed by the Trustee, in carrying out any of the powers and duties herein authorized including granting signature authority on Trust accounts (notwithstanding the provisions of California Probate Code §16012);

(17) To buy and sell listed options and/or sell covered or backed options and repurchase same and to acquire or sell options for the purchase of real property;

(18) With the consent of the beneficiaries entitled to income, to buy, sell and trade in securities of any nature (including "short" sales) on margin, and to buy, sell and trade in commodities, and for such purposes to maintain and operate margin accounts and other accounts with brokers, and to pledge all securities held or purchased, with such brokers as security for loans and advances made to the Trustee.

(19) To merge any trust created hereunder with any other trust created by the Trustor by Will or Declaration provided that the terms and conditions of any such trust are then substantially the same as the terms and conditions of this Trust.

The enumeration of certain powers of the Trustee shall not limit the Trustee's general or implied powers.

B. Retention of Assets and Receipt of Other Properties

The Trustee may hold and retain any securities, properties or other investments, including life insurance on the life of a beneficiary, and continue to hold, manage and operate any property, business or enterprise received or acquired at any time hereunder, as long as in its discretion it elects to do so, the profits or losses therefrom, if any, to inure to or be chargeable against the Trust Estate and not the Trustee. The Trustee may receive from any source additional properties acceptable to it for addition to the Trust Estate, or if the Trust Estate has been divided into shares, for addition to one or more of such shares. The foregoing notwithstanding, however, the income beneficiary of any trust intended to qualify for the federal estate tax marital deduction shall have the power to direct the Trustee to convert any non-productive property in any such trust, within a reasonable time, to productive property.

The Trustee is specifically authorized, solely at the risk of the Trust Estate and not the Trustee, to continue to operate any business interest that may become part of the Trust Estate whether organized as a sole proprietorship, corporation, general or limited partnership, for such time and in such manner as the Trustee deems advisable. The Trustee is authorized to dissolve, liquidate or sell any such business

interest at such time and in such manner as the Trustee deems advisable; to borrow money for business purposes and pledge or encumber the stock or assets of the business to secure the loan; and to employ such officers, managers, employees or agents as deemed advisable for the management of said business. The Trustee is authorized to cause the Trust to enter into various business ventures including those organized as sole proprietorships, corporations, limited liability companies and general or limited partnerships, and to act as a general or limited partner in any such partnerships. The foregoing notwithstanding, however, the Trustee shall not continue to operate any such business interest in a manner which causes this Trust to be considered an "association" under Section 301.7701-2 of the Treasury Regulations. This limitation is designed to ensure that this Trust is treated as a trust for purposes of federal taxation, rather than as a corporation or other type of organization.

C. Investment Powers

In investing, reinvesting, purchasing, acquiring, exchanging and selling property for the benefit of this Trust, the Trustee shall exercise the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of the Trust and its beneficiaries, that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims to accomplish the purposes of the Trust as determined by the terms hereof. Within the limitations of the foregoing standard, the Trustee is authorized to acquire every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, stocks, preferred or common, including stock of a Trustee or other interests owned by the Trustee, shares or other evidences of participation in regulated mutual investment companies, common trust funds, life insurance and annuities on the life of or for the benefit of a beneficiary, which men of prudence, discretion and intelligence would acquire for their own account (so long as such investments would not impair the qualification for the federal estate tax marital deduction of any trust intended to so qualify).

D. Principal and Income

Except as otherwise specifically provided herein, the determination of all matters relating to what is income or principal and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the law of the State of California then in effect. In all instances in which such provisions do not resolve questions relating to principal and income, the Trustee shall determine the same in its discretion subject to its fiduciary obligations. While the Trustor is a beneficiary of any trust established hereunder, the Trustee shall resolve such questions in favor of such Trustor, such person being the primary and absolutely preferred beneficiary. During the lifetime of the Trustor, the Trustee shall not be required to allocate receipts and disbursements between income and principal, and during such

period of time, unless the Trustee elects otherwise, all receipts collected by the Trust shall be deemed principal and expenses shall be charged to principal.

The Trustee is instructed to allocate to the income beneficiaries, to the extent of their beneficial interest, the maximum allowable deduction for depreciation and depletion available for federal income tax purposes under the provisions of Sections 167 and 611 of the Internal Revenue Code, or subsequently enacted Sections of similar scope, and any other deductions available under said Code. This provision is not intended to imply a requirement that the Trustee establish a reserve for depreciation or depletion.

Notwithstanding the foregoing, in the event that the Trustee of any trust created hereunder is required to distribute all or a part of the income to himself as beneficiary, the Trustee shall: (1) Allocate to principal all dividends or other payments made by any corporation or mutual investment company that are designated by the company as a distribution of capital gains; (2) Where a premium has been paid or a discount received in connection with the purchase of a bond, amortize such premium or discount by making an appropriate charge or credit to income as the case may be; and (3) Charge income from time to time with a reasonable reserve for (a) depreciation of all income-producing depreciable real or personal property and capital improvements and extraordinary repairs on income-producing property, (b) depletion of all depletable natural resources; and (c) all intangible property having a limited economic life. Such allocations and charges need not be made, however, if written consents are obtained from all income beneficiaries and remaindermen, vested and contingent, living and competent to act. In addition, the Trustee may, with the consent of all income beneficiaries, charge expenses (such as Trustee's fees) solely to income.

E. Facility of Payments - Income and Principal Expenditures of Guardian

If at any time or from time to time any beneficiary entitled to receive income or principal hereunder shall be a minor or an incompetent, or a person whom the Trustee deems to be unable wisely or properly to handle funds if paid to such beneficiary directly, the Trustee may make any such payments, in its discretion, in any one or more of the following ways:

(1) Directly to such beneficiary by direct payment or by deposit in a savings account in the name of the beneficiary or an adult agent of the beneficiary, or by delivery to such person of securities or other properties selected by the Trustee;

(2) To the natural guardian, or the legally appointed guardian, conservator, custodian or other fiduciary of the person or estate of such beneficiary;

(3) To any person or organization furnishing care, support, maintenance or education of such beneficiary; or

(4) By itself making expenditures directly for the care, support, maintenance or education of such beneficiary.

The Trustee shall not be required to see to the application of any funds so paid or applied, and the receipt of such payee shall be full acquittance to the Trustee.

The decision of the Trustee as to direct payments or application of funds shall be conclusive and binding upon all parties in interest.

The guardian of any minor beneficiary (other than a guardian who is a parent of such minor beneficiary and who is financially able) is not to incur personal expense in the support and maintenance of such beneficiary. The Trustee is therefore authorized to disburse funds from such beneficiary's Trust Estate for the purpose of reimbursing such guardian for reasonable expenses incurred in accommodating such beneficiary. The Trustee shall construe its authority liberally to permit payments reasonably necessary to ease the financial burden on such guardian or other suitable individual with whom such beneficiary resides, and on such guardian's family, which may result from such beneficiary's presence in such guardian's household.

F. Compromise of Claims

The Trustee may, at its option, at any time, in connection with its management of the Trust Estate or the collection of any moneys due or payable to it as Trustee hereunder, compromise or abandon any claims existing in favor of or against the Trust Estate, and commence or defend, at the expense of the Trust, such litigation with respect to the Trust Estate as the Trustee may deem advisable. In addition, the Trustee may, at its option, withhold from distribution, at the time for distribution of any property in this Trust, with or without the payment of interest, all or any part of the property, if the Trustee determines in the Trustee's discretion that the property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise.

G. Trustee's Advances

The Trustee may loan or advance its own funds for any Trust purpose to this Trust, said loans or advances to bear interest at the then current rate from date of advancement until paid and, together with interest, to constitute a first lien upon the entire Trust Estate until paid.

H. Division and Distribution in Kind

Upon any division of the Trust Estate into separate shares or trusts and upon any distribution of income or principal, the Trustee may apportion and allocate the assets of the Trust Estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests, in such manner and at such valuations as the Trustee in its discretion deems advisable. Any distribution or division in kind may be made, in the Trustee's discretion and subject to its fiduciary obligation, on either a pro rata or non-pro rata basis so long as the respective assets allocated or distributed have equivalent or proportionate fair market value. In making in kind allocations of assets, the Trustee shall take into consideration the income tax basis of specific property to be so allocated in determining equivalence of value. The Trustee may sell such property as it deems necessary to make any such division or distribution. After any division of the Trust Estate, the Trustee may make joint investments with funds from some or all of the several shares or trusts. The Trustee shall not exercise these powers in a manner that would impair the qualifications for the federal estate tax marital deduction of any trust intended to so qualify.

I. Partial Termination by Trustee

In the event that the share or separate trust held for any beneficiary entitled to income from this Trust has, at any time, in the opinion of the Trustee (other than a Trustee who is also the income beneficiary), a fair market value of One Hundred Thousand Dollars (\$100,000.00) or less, the Trustee may, in its discretion, but is not required to, terminate such trust and, regardless of the age of such income beneficiary, distribute the principal and any accrued or undistributed net income thereon to such income beneficiary, or to such income beneficiary's guardian, conservator or other fiduciary.

J. Transactions with Other Trusts or the Estate of the Trustor

The Trustee may purchase assets from, sell assets at fair market value to, borrow money from, exchange with, or loan money (with adequate security and interest) to (1) the estate of the deceased Trustor, or (2) another trust established by the Trustor, or engage in such transactions between separate trusts established hereunder. The terms of such transactions shall be solely within the discretion of the Trustee, subject to the Trustee's fiduciary obligations, and the Trustee shall incur no liability with regard thereto.

K. Budget Income and Expenses

The Trustee shall have the power to budget the estimated annual income and expenses of the Trust in such manner as to equalize as far as possible periodic income payments to beneficiaries; provided that such power not be exercised in a manner that would impair the qualifications for the federal estate tax marital deduction of any trust intended to so qualify.

L. Taxes

Except as otherwise provided, taxes shall be paid and charged by the Trustee as follows:

(1) Upon the death of any beneficiary, excluding the Trustor, in which case specific provision is made hereinafter, any estate, inheritance, succession or other death taxes, duties, charges or assessments, together with interest, penalties, costs, trustees' compensation and attorneys' fees, which shall become due by reason of the Trust Estate or any interest therein being includable in the estate of said beneficiary for such tax purposes, may be paid by the Trustee from the Trust Estate, unless other adequate provision shall have been made therefor. Except as otherwise specifically provided, such payments shall be charged to the trust against which the obligation is imposed without any proration or charge therefor against any specifically designated beneficiary thereof.

(2) If the Trustee considers that any distribution from a trust hereunder other than pursuant to a power to withdraw or appoint is a taxable distribution subject to a generation-skipping tax payable by the distributee, the Trustee shall augment the distribution by an amount which the Trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates. If the Trustee considers that any termination of an interest in or power over Trust property hereunder is a taxable termination subject to a generation-skipping tax, or any distribution hereunder is a "direct skip" subject to generation-skipping tax, the Trustee shall pay the tax from the Trust property to which the tax relates. If the tax is imposed in part by reason of Trust property hereunder and in part by reason of other property, the Trustee shall pay that portion thereof which the value of the Trust property bears to the total property taxed, taking into consideration deductions, exemptions and other factors which the Trustee deems pertinent.

(3) The Trustee shall have full power and authority to pay from the Trust Estate any other taxes, charges or assessments for which the Trustee, the Trust Estate or any interest therein becomes liable, and any such payments shall be made from and charged to any share or separate trust thereof, as the Trustee in its discretion deems proper, and to either income or principal as prescribed by California law.

(4) The Trustee may make any such payments directly to a personal representative or other fiduciary, and the Trustee may rely upon a written statement of such fiduciary as to the amount and propriety of such taxes, interest, penalties and other costs, and shall be under no duty to see to the application of any funds so paid.

(5) The Trustee shall make such elections under the tax laws as it deems advisable and most advantageous to the Trust and the beneficiaries, and the decision of the Trustee in this regard shall be conclusive on all concerned. Any such

election made by the Trustee, or decision by the Trustee not to make such an election, in good faith shall be a full acceptance and discharge to the Trustee, and the Trustee shall not be liable to any persons by reason of its exercise or decision not to exercise such election. Without limiting the generality of the foregoing, if an Executor is not appointed for the Trustor's estate, then wherever under the applicable law the Trustee may use certain expenses incurred in the administration of a trust herein created either as deductions to reduce the federal income tax liability of such trust or the federal estate tax liability of the Trustor's estate, the Trustee may use such deductions in the manner in which the Trustee, in its discretion, deems for the overall benefit of such trust and its beneficiaries. In such event, the Trustee shall also have the discretion to select the federal estate tax valuation date and to elect deferred payment of federal estate tax. The Trustee shall be required to make compensating adjustments in the income or principal of such trust or among its various beneficiaries by reason thereof.

M. Release of Powers

A Trustee shall have the power to release or to restrict the scope of any power that it may hold in connection with any trust created herein, whether such power is expressly granted herein or implied by law. The Trustee shall exercise this power in a written instrument executed by the Trustee, and sent to the then current beneficiaries, specifying the powers to be released or restricted and the nature of the restriction.

N. Life Insurance and Other Death Benefits

The Trustee shall have the following powers, duties and discretions with respect to policies of life insurance:

(1) The Trustee, without being obligated to do so, may pay premiums, assessments or other charges with respect to policies held as a part of the Trust Estate, and all other charges upon such policies otherwise required to preserve them as binding agreements.

(2) In the event that the Trustee intends not to pay any premium, assessment or other charge with respect to any policy held by it, or otherwise intends to cancel, convert or substantially modify any such policy, it shall first give the insured, or the fiduciary of the person of an insured under disability, at least fifteen (15) days advance written notice of its intention to take such action.

(3) Any amounts received by the Trustee with respect to any policy as a dividend shall be treated as principal.

(4) Upon the receipt of proof of death of any person whose life is insured for the benefit of any trust hereunder, or upon maturity of any policy payable to a Trustee prior to the death of the insured, the Trustee shall collect all sums payable with

respect thereof and shall thereafter hold such sums as principal of the respective Trust Estate, except that any interest paid by the insurer for a period subsequent to maturity shall be considered as income.

(5) The Trustee may compromise, arbitrate or otherwise adjust claims upon any policies, and may, but shall not be required to, exercise any settlement options available under such policies. The receipt of the Trustee to an insurer shall be a full discharge and such insurer is not required to see to the application of the proceeds.

With respect to death benefits payable under any qualified employee benefit plan in which the Trustor is a participant and under which the Trustee may elect the mode of payment, the Trustee shall elect a mode of payment which, in the Trustee's discretion, appears to be the most advantageous option available to this Trust and/or its then current income beneficiaries, in terms of income tax, estate, and inheritance tax, and/or investment return considerations, based on the Trustee's evaluation of the facts and circumstances relevant to such considerations as they exist at the time the Trustee makes such election. An election of a mode of payment made by a Trustee in good faith in the exercise of the discretionary power conferred upon it shall be final and binding upon all persons whomsoever and shall be a full acquittance and discharge to the Trustee, and the Trustee shall not be liable to any person by reason of its exercise of such discretionary power.

Death benefits paid in lump sum under any such employee benefit plan shall be allocated to principal unless, in its discretion, the Trustee determines that to do so would result in adverse income or estate tax consequences to the Trust and the beneficiaries. Installment payments shall be allocated to income and/or principal in the discretion of the Trustee, taking into consideration not only the tax consequences of such allocation but the interests of both income beneficiaries and remaindermen. If the Trustee is also the income beneficiary of the trust to which such payments are made, any such discretionary allocation shall be made only with the express written consent of all remaindermen living and competent to act. In no event shall the Trustee make an election or exercise its discretion pursuant to this section in any way that would impair the qualification for the federal estate tax marital deduction of any trust intended to so qualify. Moreover, and without intending to limit the generality of the foregoing, such payments to a trust intended to qualify for the federal estate tax marital deduction shall be deemed income at least to the extent necessary to assure qualification of that trust for such deduction (i.e., an amount at least equal to the entire net income earned on the total amount remaining to be distributed under the participant's interest in such plan). The receipt of the Trustee to an administrator of such a plan shall be a full discharge, and such administrator is not required to see to the application of funds so paid.

O. Separate Trusts

Each share (or part thereof) of the Trust Estate shall constitute a separate and distinct trust, but the Trustee shall not be required to make physical

segregation of Trust assets to the several shares and may hold property in undivided interests in each share unless required by termination or distribution. The Trustee may, however, make physical segregation if that seems necessary or advisable in the Trustee's discretion.

P. Substituted Judgment

During any period of the Trustor's incompetency, the Trustee, in such Trustee's sole judgment and without liability, is specifically directed to make distributions from the Trust Estate as are necessary to carry out, in the Trustor's behalf, any plan or pattern of family and/or charitable gifts: (a) which had theretofore apparently been established or clearly contemplated by the Trustor, or (b) which, in the opinion of counsel for the Trustee, a duly appointed conservator for the Trustor would be permitted to make and would deem advisable to make from the assets of the conservatorship estate. The manner in which such distributions are made shall be in the Trustee's discretion. This power shall not under any circumstances be exercisable for the benefit of a Trustee, his or her creditors, his or her estate, the creditors of his or her estate, or for the purpose of discharging any legal obligation of the Trustee, without the consent of all descendants of the Trustor who are Trust beneficiaries and are living and competent to act.

Q. Provisions Regarding S Corporation Stock

If any stock is allocated to a trust established hereunder, and such stock was issued by a corporation then having an S election in effect for federal income tax purposes, or if the income beneficiaries of a trust created hereunder elect to consent to an S election for any such shares of stock, the Trustee may take whatever steps are necessary to qualify the trust holding such stock as a "qualified subchapter S trust," as defined under Section 1361(d) of the Internal Revenue Code of 1986, as amended (the "Code"), including dividing such trust into separate but identical shares. One (1) such share shall consist of all stock issued by corporation(s) subject to an S election and shall be further divided into equal shares for each income beneficiary of such share who is a citizen or resident of the United States (hereinafter the "S Trusts"), and the other share shall consist of all other assets allocated to such trust and shall continue to be held and administered pursuant to the terms and provisions set forth hereunder.

With regard to each S Trust and notwithstanding any provisions of such trust to the contrary,

(6) All of the income (within the meaning of Section 643(b) of the Code and Treas. Reg. §1.643(b)-1) of the S Trust shall be distributed at least annually to the income beneficiary of such trust;

(7) During the life of the current income beneficiary, there shall be only one income beneficiary of the S Trust;

(8) Any principal distributed from the S Trust during the life of the current income beneficiary shall be distributed only to that income beneficiary;

(9) Distributions of income or principal shall not be paid in such a manner as to satisfy any person's obligation to support the beneficiary;

(10) The current income beneficiary's income interest in the S Trust shall terminate on the earlier of that income beneficiary's death or the termination of the S Trust;

(11) Upon termination of the S Trust during the life of the current income beneficiary, the S Trust shall distribute all of its assets to that income beneficiary; and

(12) If, under any other provisions of this Declaration of Trust, a person (including, without limitation, the income beneficiary) has a power to appoint, during the life of the income beneficiary, the income or principal from the S Trust to any person other than the current income beneficiary, said power to appoint shall be null and void during the term of the S Trust.

Furthermore, the Trustee shall have the power, at any time and from time to time, and the Trustee is directed, to amend the terms and provisions of each S Trust, provided, however, that any such amendment shall be for the sole purpose of complying with the then applicable requirements of the above-referenced sections of the Code, or any subsequent federal tax law, or the rules and regulations of the Internal Revenue Service then in effect and any decisional law. Furthermore, any such amendment shall apply retroactively to the inception of this Trust.

R. Environmental Matters

(1) Monitoring of Property: To periodically inspect, review, and monitor, or require the inspection, review, and monitoring of any and all trust property for the purpose of determining compliance with any law, rule, or regulation affecting such property, with all expenses of such inspection, review, and monitoring to be paid from the income or principal of the Trust Estate.

(2) Clean-up of Trust Property: To take any and all action reasonably necessary to prevent, abate, "clean up," or otherwise respond to any actual, potential, or threatened violation of any federal, state, or local law, rule, or ordinance affecting any property held in the Trust related to the generation, use, treatment, storage, disposal, release, discharge, or contamination by any materials or substances that are prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or human health; and to use Trust assets to pay such costs. Such actions may be taken prior to the initiation of enforcement action by a federal, state, or local agency.

(3) Power to Disclaim: To disclaim any power which will or may cause the Trustee to be considered an "owner" or "operator" of property held in the Trust, under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") as amended from time to time, or which shall otherwise cause the Trustee to incur liability under CERCLA or any other federal, state, or local law, rule, or regulation.

(4) No Personal Liability: The Trustee shall not be personally liable to any beneficiary or any other party for any decrease in value of assets in the Trust by reason of the Trustee's compliance with any environmental laws, specifically including any reporting requirements under such laws.

S. Bank Accounts and Endorsements

The Trustee is authorized to open accounts at financial institutions for the Trust Estate in such manner that funds may be withdrawn from such accounts upon the signature of one or more of the acting Trustees. The signature of one or more of the acting Trustees shall be sufficient to endorse any check or other payment which may be received for the account of the Trust, and such endorsement shall be a sufficient receipt to the person giving such check or payment to the Trust. However, the foregoing provision shall not apply while a corporate Trustee is acting as Co-Trustee.

T. Digital Assets. Any person or entity that possesses or controls any electronically stored information or that provides to the Trustor an electronic communication service is authorized to divulge to the Trustee (the "Digital Fiduciary") any electronically stored information or any record or other information pertaining to the Trustor. This authorization is to be construed as the Trustor's lawful consent to all such access or disclosure under the Electronic Communications Privacy Act of 1986, the Computer Fraud and Abuse Act of 1986, and any other applicable state or federal data privacy law, as may be amended. Any person or entity may employ any consultants or agents to advise or assist the Digital Fiduciary in decrypting any encrypted electronically stored information of the Trustor or in bypassing, resetting, or recovering any password or other kind of authentication or authorization, and the Digital Fiduciary is hereby authorized to take any of these actions to access: (1) any kind of computing device of the Trustor; (2) any kind of data storage device or medium of the Trustor; (3) any electronically stored information of the Trustor; and (4) any user account of the Trustor. The terms used in this Part T are to be construed as broadly as possible, including as contemplated in the Revised Uniform Fiduciary Access to Digital Assets Act, and the term "user account" includes without limitation an established relationship between a user and a computing device or between a user and a provider of Internet or other network access, electronic communication services, or remote computing services, whether public or private.

U. Digital Devise. The Digital Fiduciary is authorized to hold, control, and have access to and the use of any asset held by any kind of computing or digital storage device or otherwise in digital form, including, without limitation, lists of passwords and account information; social media sites; blogs, e-books, or other web-hosted materials of which the Trustor is the owner or author; digital albums; videos; online music, whether the Trustor is the creator, owner, license holder, or otherwise; websites on which the Trustor conducts business transactions or other transactions; email accounts; and the contents of electronic communications sent or received by the Trustor.

* * * * *

ARTICLE V

GENERAL PROVISIONS

A. Accrued and Undistributed Income

Except as otherwise provided in this instrument, income accrued or undistributed upon the death of a beneficiary or at the termination of a trust created herein shall be held and accounted for, or distributed, for the next succeeding beneficiaries of the Trust in proportion to their interests in the Trust. Income accrued or unpaid on Trust property when received into the Trust shall be treated as any other income.

B. Notice to Trustee

Until the Trustee shall receive from some person interested in this Trust, written notice of any death, birth, marriage, or other event upon which the right to receive income or principal of the Trust Estate may depend, the Trustee shall incur no liability for any disbursements or distributions made or omitted in good faith.

C. Effect of Trustee's Acts

Any instrument executed by the Trustee shall be binding on the Trustor and on all beneficiaries hereunder. No person paying money to the Trustee need see to the application of the money so paid.

D. Definitions

(1) Child and Issue. The words "child" and "children" mean the blood descendants in the first degree of the parent designated; and "issue" means the lineal descendants in any degree of the ancestor designated. All such terms shall include adopted persons other than persons who are adults at the time of their adoption. However, all such terms shall exclude persons born out of wedlock unless a parent-child relationship existed between any such person and his deceased parent. The word "living" shall include unborn persons in the period of gestation. The terms "by right of representation" and "on the principle of representation" shall mean that property shall be allocated or distributed in the manner provided in Section 246(a) of the California Probate Code which reads as follows:

"§246(a). Distribution Where Will, Trust or Other Instrument Calls for Division "Per Stirpes," "By Representation," or "By Right of Representation" – Based on Children of Designated Ancestor.

Where a will, trust, or other instrument calls for property to be distributed or taken "in the manner provided in Section 246 of the Probate Code," the property to be distributed shall be divided into as many equal shares as there are living children of the designated ancestor, if any, and deceased children who leave issue then living. Each living child of the designated ancestor is allocated one share, and the share of each deceased child who leaves issue then living is divided in the same manner."

(2) Education. The term "education" shall be construed to include college, vocational and postgraduate study, so long as pursued to advantage by the beneficiary in the opinion of the Trustee at an institution of the beneficiary's choice, and in determining payments to be made for such education, the Trustee shall take into consideration the beneficiary's related living and traveling expenses to the extent that they are reasonable.

(3) Incompetence. The words "incompetent" or "incompetence," as used in this instrument, and the term "unable to serve" or equivalents thereof, shall be deemed to refer to not only a person who has been judicially declared incompetent and a person for whom a conservator of the person or estate or both shall have been appointed, but also a person who shall be incapacitated by reason of physical or mental disability, intemperance, substance abuse, or other similar cause, to such an extent that such person is generally unable to exercise consistently good judgment in matters concerning the management of the Trust Estate or his or her own financial affairs. Such incapacity may be evidenced by the written statement of such person's attending physician (who represents that he or she is certified by a recognized medical board). A person or institution designated as a successor Trustee may commence acting in such capacity upon such evidence without liability by reason thereof. The Trustee may conclusively assume that the person is not incompetent unless the Trustee is in receipt of such physician's certification, or unless the person shall have been judicially declared incompetent. Such person's capacity shall be deemed restored upon a written statement to that effect by the original, certifying physician, or another licensed board-certified physician.

(4) Ninety (90) Day Survival Period. If any person named or described in the Trust fails to survive any event by ninety (90) days, that person shall be considered to have predeceased the event.

(5) Pronouns and Gender. The masculine, feminine or neuter gender and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

(6) Trustee. The term "Trustee" shall be deemed to include any successor Trustee or Co-Trustee.

(7) Trustor. The term "Trustor" shall mean the person who establishes this Trust. Under California law such person is sometimes referred to as "settlor"; in this instrument such person shall be referred to as "Trustor."

E. Creditor's Rights and Assignment Privileges

No interest of any beneficiary in the principal or income of any trust and/or share arising and held under the provisions of this instrument shall be subject to claims of such beneficiary's creditors, or others, or liable to attachment, execution or other process of law, and no beneficiary shall have any right to encumber, hypothecate, alienate, convey or assign such beneficiary's interest in any manner, prior to such beneficiary's actual receipt of the income or principal, except as provided for elsewhere herein.

F. Accounting

The Trustee shall account to the beneficiaries from time to time concerning the administration of the Trust Estate, as required by law. Each such accounting shall be deemed to have been approved by the beneficiaries and be conclusive on all parties, born or unborn, who may have an interest in the Trust, unless notice in writing specifying objections has been filed with the Trustee within one hundred eighty (180) days after such accounting is submitted to the beneficiaries. The assent, express or implied, of a guardian or natural parent of a minor beneficiary shall bind the latter with respect to future claims. During the lifetime of the Trustor, however, the Trustee shall account only to the Trustor, and the Trustor's written approval shall be final and conclusive with respect to transactions disclosed in the account as to all beneficiaries of the Trust, including unborn and contingent beneficiaries.

G. Trustees - Compensation - Bonds

The Trustee shall be entitled to reasonable compensation for its services. All individual Trustees shall serve without bond.

H. Controlling Law and Effect of Partial Invalidity

This Trust has been executed and will be administered in the State of California, and its validity, construction, interpretation and administration, shall be governed by the laws of that State. The foregoing notwithstanding, the Trustee may at

any time and from time to time, with the consent of a majority of the then current beneficiaries, remove the place of administration of the Trust Estate to any place in the United States, or in the world, and upon such removal the administration of the Trust (but not its validity, construction, or interpretation) shall be governed by the laws of the new jurisdiction. If any provision of this Trust shall be invalid or unenforceable, the remaining provisions thereof shall continue to be fully effective.

I. Delayed Division or Distribution of Trust

Notwithstanding that by the terms hereof this Trust may terminate or a distribution or division may be required by reason of the death of the Trustor or for any other reason, subject to any final termination clause herein, the Trustee may prolong termination, distribution or division for a reasonable period of time in order to (1) receive assets made payable to the Trustee upon or by reason of a person's death; (2) sell assets of the Trust when the Trustee deems such action advisable to accomplish orderly distribution or other reasonable objectives; (3) complete the orderly administration of the Trust, including the payment of all taxes due upon or by reason of such person's death; or (4) avoid adverse tax consequences which may arise by reason of such action such as creating a "disposition" which would adversely affect an election available for Federal Estate Tax purposes.

In determining what is a reasonable period of time, due consideration shall be given to the period of time required for final determination and payment of federal and state death taxes, and in any event a delay until the federal estate tax return has been filed and state inheritance tax has been established shall be deemed reasonable.

When the Trustee defers distribution or division of the Trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this Trust in the absence of this paragraph, and all rights given to the beneficiaries of such Trust assets under other provisions of this instrument shall be deemed to have accrued and vested as of such prescribed time.

Notwithstanding the foregoing, however, this provision shall not be construed in any way which would adversely affect the qualification of a trust for the federal estate tax marital deduction. Any trust intended for such qualification shall vest immediately in the income beneficiary thereof, and such beneficiary shall possess all rights therein from the date of the Trustor's death.

J. Final Termination and Distribution

Unless terminated at an earlier date under the provisions hereof, each trust established herein, or by the exercise of any power of appointment conferred herein, shall terminate at the expiration of twenty-one (21) years after the death of the last to die of the beneficiaries in being on the date of the Trustor's death. In case of such

termination, the Trust Estate shall be distributed to the then income beneficiaries in the same proportions as they are at the time of termination entitled to receive the income. If at the time of such termination the rights to income are not fixed by the terms of the Trust, distribution under this clause shall be made, by right of representation, to the persons who are entitled or authorized, in the Trustee's discretion, to receive trust payments.

Notwithstanding anything herein to the contrary, no trust created hereunder shall be construed to extend beyond the period permitted by applicable law. If applicable law would require the termination of any trust within a period which is shorter than that contemplated herein, the trust so affected shall terminate on the last day on which the trust could exist under such applicable law. This paragraph shall also apply to any asset held in any trust. Upon termination, the trust or the asset shall be distributed to the beneficiary for whom the trust is named.

Notwithstanding the foregoing, however, this provision shall not be construed in any way which would adversely affect the qualification of a trust for the federal estate tax marital deduction. Any trust intended for such qualification shall vest immediately in the income beneficiary thereof, and such beneficiary shall possess all rights therein from the date of the Trustor's death.

K. Resignation of Trustee; Appointment of Successor Trustee in Case of Resignation or Vacancy

The Trustee, or any successor, may resign at any time upon giving written notice, thirty (30) days before such resignation is to take effect, to the Trustor, or after the death of the Trustor, to all adult beneficiaries and to the guardians, conservators or other fiduciaries of the estates of any minor or incompetent beneficiaries who may then be receiving or entitled to receive income hereunder. Unless there are specific provisions elsewhere herein concerning successor Trustees, a vacancy in the office of Trustee shall be filled in the following manner: a majority of the beneficiaries entitled to income who are competent to act, or their guardians or conservators, shall have the power to appoint an individual or corporation qualified to conduct a trust business in any jurisdiction as a successor Trustee. In the event a successor Trustee shall not be so designated, a resigning Trustee or any beneficiary of this Trust may secure the appointment of a successor Trustee by a court of competent jurisdiction at the expense of the Trust Estate. The resigning Trustee shall transfer and deliver to its successor the then entire Trust Estate, and it shall thereupon be discharged as Trustee of this Trust and shall have no further powers, discretion, rights, obligations or duties with reference to the Trust Estate, and all such powers, discretion, rights, obligations and duties of the resigning Trustee shall inure to and be binding upon such successor Trustee.

L. Provisions Applicable to Generation-Skipping Arrangements

(1) Allocation of Exemption From Generation-Skipping Tax

Notwithstanding any other provision, it is the Trustor's intent that the Trustee, to the extent authorized by law, shall have the power to allocate the exemption from generation-skipping tax available under Section 2631 of the Code to any property with respect to which the Trustor is the transferor for purposes of said tax, whether or not such property is included in the Trust Estate, and to exclude any such property from such allocation. Any property included in the Trust Estate and exempt from generation-skipping tax shall be known as "exempt property," and all other property shall be referred to as "non-exempt property."

(2) Division Into Separate Shares

Upon any division of the Trust Estate into separate shares or trusts and/or upon any distribution of the Trust assets, if there is exempt and non-exempt property to be allocated, the Trustee shall apportion and allocate the exempt property and the non-exempt property among such trusts or beneficiaries in any manner it deems appropriate, so long as assets are allocated to the separate trusts or beneficiaries on the basis of their fair market values.

(3) Assets Exempt From Generation-Skipping Tax Held in Trust

Notwithstanding any other provision herein, to the extent any trust created under this Declaration of Trust would contain exempt property and non-exempt property, the Trustee shall divide such trust into two (2) separate but identical trusts, such that exempt property shall thereafter be allocated to a share known as the "Exempt Portion" and non-exempt property shall thereafter be allocated to a share known as the "Non-Exempt Portion." In the event of such a division, any discretionary distributions by the Trustee or the exercise of withdrawal rights from the combined total of such trusts shall be paid from and charged to the Non-Exempt Portion or the Exempt Portion as the Trustee determines, in its discretion, will result in the least amount of generation-skipping tax.

(4) General Power of Appointment

Upon the death of any beneficiary, other than the Trustor, if a Non-Exempt Portion is then being administered hereunder for such beneficiary's benefit, such beneficiary shall have a general power of appointment to direct distribution at such beneficiary's death of the then remaining Non-Exempt Portion held for such beneficiary's benefit, by specific reference to the power in a written instrument delivered to the Trustee during the beneficiary's lifetime, to any person or such beneficiary's estate.

This provision shall be applicable to such portion, notwithstanding the limitations in any special power of appointment granted to the beneficiary thereof.

(5) Addition to Shares

To the extent possible, at any time a distribution is required which would cause property to be added to pre-existing shares set aside for a beneficiary, the Trustee shall add exempt property to the Exempt Portion held for such beneficiary, and non-exempt property to the Non-Exempt Portion held for the beneficiary.

(6) Exculpation of Trustee

The allocation of exemptions and properties pursuant to the preceding paragraphs shall be determined in the absolute discretion of the Trustee, subject to its fiduciary obligation, and the Trustee shall not be liable to any beneficiary of this Trust or any other person by reason of such allocations.

(7) Special Trustee

No person serving as Trustee shall have the power to make any decision involving a generation skipping election or allocation if such power would result in his or her having a general power of appointment (for federal estate tax purposes or federal gift tax purposes) over property with respect to which he or she would (or might) not otherwise have such a general power. Should this limitation result in the Trustee being unable to make such an election or allocation, the Trustee shall, subject to the restrictions set forth in the following sentence, appoint a person or corporation, qualified to conduct a trust business in any jurisdiction, as a Special Trustee for the limited purpose of making all decisions involving generation skipping elections and allocations. The following persons or corporations are ineligible to serve as the Special Trustee: (1) any person or corporation related or subordinate to the Trustee within the meaning of Section 672(c) of the Internal Revenue Code, as amended; and (2) any person who, as a result of such appointment as Special Trustee, would have a general power of appointment (for federal estate tax purposes or federal gift tax purposes) over property with respect to which he or she would (or might) not otherwise have such a general power.

M. Payment of Obligations Accruing Because of or Due at Death of the Trustor

Upon the death of the Trustor, the Trustee shall pay from the Trust Estate, to the extent the Trustee determines such amounts have not been otherwise paid or provided for, and except as otherwise specifically provided, from such Trust as a whole and without apportionment, deduction or adjustment among the beneficiaries of such Trust, the following:

- (1) Last illness and funeral expenses of the Trustor;
- (2) Bona fide debts of the Trustor (chargeable against such Trust in accordance with California law in effect at the date of the Trustor's death) excluding promissory notes secured by deeds of trust or mortgages on real property in which the Trustor has an interest at the date of the Trustor's death; and
- (3) Estate and inheritance taxes due by reason of the death of the Trustor with respect to property that is or becomes an asset of the Trust Estate or is an asset of a Charitable Remainder Trust established by the Trustor, only; and
- (4) Expenses of administration incurred in administering the Trustor's probate estate.

N. No Contest Clause

Any person who acts in any of the four (4) ways described in this Part N with respect to any "protected instrument" shall be treated as if he or she died before the Trustor and without issue. For the purposes of this Part N, the term "protected instrument" means any document that the Trustor has executed and that purports to be a Will, codicil to a Will, trust agreement or declaration of trust, amendment to trust agreement or amendment to declaration of trust, exercise of power of appointment, buy-sell agreement (or other document containing provisions for the purchase or sale of a business enterprise after the Trustor's death), deed or other instrument of transfer, beneficiary designation under any insurance policy, employee benefit plan, deferred compensation plan, retirement plan, annuity, or multi-party account, or other substitute for a Will.

- (1) Alleges that a protected instrument or one or more of the provisions of a protected interest is invalid on one or more of the following grounds:
 - (a) Forgery,
 - (b) Lack of due execution,
 - (c) Lack of capacity,
 - (d) Menace, duress, fraud, or undue influence, or
 - (e) Disqualification of a beneficiary on the ground that the beneficiary was a witness to the protected instrument or is a prohibited transferee described in California Probate Code § 21380 (or any similar provision of law);

(2) Alleges that the revocation of a protected instrument was ineffective;

(3) Challenges a transfer of property on the grounds that it was not the Trustor's property at the time of the transfer; or

(4) Files a creditor's claim that is not allowed by the Executor of the Trustor's Will or the Trustee or prosecutes an action based either on a creditor's claim or any other action against the Trustor or a fiduciary of a protected instrument for which no creditor's claim is required in a situation that is opposed by the Executor of the Trustor's Will or the Trustee.

The Trustor directs that the Executor of the Trustor's Will and the Trustee defend against the described actions vigorously, and that *all* of the litigation expenses incurred by the Executor of the Trustor's Will or the Trustee be allowed as an expense of administration, because the Trustor does not want the Executor of the Trustor's Will or the Trustee to be exposed to any personal financial cost. If a Contestant is or becomes entitled to receive any property or property interests included in the Trust Estate, whether under this Declaration of Trust, the Trustor's Will, or any other instrument, then all expenses incurred by the Executor of the Trustor's Will or the Trustee in the defense of the actions undertaken by the Contestant shall be charged against and paid from the property or property interests that the Contestant otherwise would be entitled to receive, whether or not the Executor of the Trustor's Will or the Trustee was successful in the defense of the Contestant's actions. (Should any part of the Trustor's wishes be unenforceable, the other parts *shall* be enforced.)

O. Compelled Exercise of Power of Appointment Not Effective

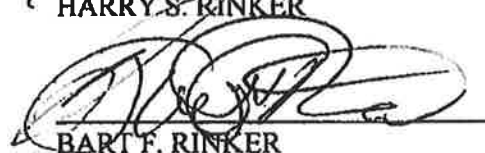
The purported exercise of a power of appointment granted under this document shall be of no force or effect if such purported exercise was the result of compulsion. If such purported exercise is the result of a compulsion, the Trustee shall administer the property subject to such power of appointment as if said purported exercise had not occurred. The purported exercise of a power of appointment shall be deemed to be the result of compulsion if such purported exercise is in response to or by reason of any Order or other direction of any court having jurisdiction over the donee, the Trustee, the property subject to said power or the trust containing such property. This paragraph shall not apply to the exercise of a power of appointment by the donee's duly appointed conservator after notice to the Trustee and approval by the Court which appointed such conservator or the donee's attorney-in-fact under a durable power of attorney specifically referring to this document and authorizing exercise of such power of appointment.

* * * * *

IN WITNESS WHEREOF, the Trustor and the Co-Trustees have executed the First Amendment to and Complete Restatement of the 2020 Harry S. Rinker Separate Property Trust on November 9, 2020.

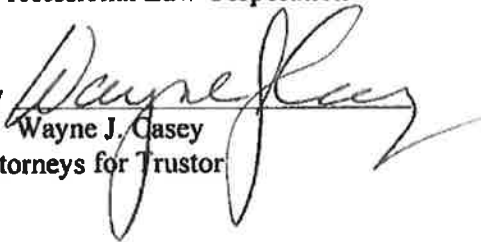

HARRY S. RINKER
Trustor


HARRY S. RINKER


BART F. RINKER
Co-Trustees

Approved as of
November 9, 2020.

CASEY ESTATE & BUSINESS PLANNING,
a Professional Law Corporation

By 
Wayne J. Casey
Attorneys for Trustor

THE 2020 HARRY S. RINKER SEPARATE PROPERTY TRUST

SCHEDULE I

PROPERTY TRANSFERRED TO TRUSTEE

1. All real property owned by the Trustor.
2. All personal property, tangible and intangible, owned by the Trustor.

* * * * *

EXHIBIT 1

SPECIFIC GIFTS ON DEATH OF TRUSTOR

Upon the death of the Trustor, the Trustee shall distribute the specific gifts in the manner and to the person, person, and/or entities as follows:

A, Joint Charitable Bequests of the Trustor and the Trustor's Spouse

1. To CHAPMAN UNIVERSITY, located in Orange, California, assets, cash, or any combination thereof, in satisfaction of one-half (1/2) of the outstanding balance (at the time of distribution) on that certain Three Hundred Thousand Dollar (\$300,000) pledge to CHAPMAN UNIVERSITY toward the construction of the James L. and Lynne P. Doti Hall pursuant to that certain Harry S. Rinker and Diane J. Rinker Irrevocable Testamentary Gift Agreement Doti Hall Classroom Naming dated September 3, 2013, whereby CHAPMAN UNIVERSITY agreed to name Room Number 9 in the James L. and Lynne P. Doti Hall the "Harry and Diane Rinker Classroom."
2. To CHAPMAN UNIVERSITY, located in Orange, California, assets, cash, or any combination thereof, in satisfaction of one-half (1/2) of the outstanding balance (at the time of distribution) on that certain One Million Dollar (\$1,000,000) pledge to CHAPMAN UNIVERSITY for the Harry and Diane Rinker Atrium pursuant to that certain Pledge Agreement dated August 2, 2004, as amended September 13, 2013.
3. To CHAPMAN UNIVERSITY, located in Orange, California, assets, cash, or any combination thereof, in satisfaction of one-half (1/2) of the outstanding balance (at the time of distribution) on that certain Fifteen Million Dollar (\$15,000,000) pledge to CHAPMAN UNIVERSITY for the Harry and Diane Rinker Health Sciences Campus pursuant to that certain Harry S. Rinker and Diane J. Rinker Irrevocable Testamentary Gift Agreement Health Sciences Campus, dated September 13, 2013.
4. To the HARRY AND DIANE RINKER FAMILY FOUNDATION, a California public benefit corporation, one-half (1/2) of the outstanding balance on One Million Dollars (\$1,000,000) (at the time of distribution) to the HARRY AND DIANE RINKER FAMILY FOUNDATION.

It is the Trustor's understanding that DIANE J. RINKER shall be responsible for payment of the remaining one-half (1/2) of the outstanding balances of the foregoing joint charitable pledges.

B. Trustor's Charitable Bequests

1. To HORATIO ALGER ASSOCIATION OF DISTINGUISHED AMERICANS, INC., assets, cash, or any combination thereof, in satisfaction of the remaining balance of that certain pledge to HORATIO ALGER ASSOCIATION OF DISTINGUISHED AMERICANS, INC., pursuant to that certain Notification of Bequest and/or Gift Intention dated September 2, 2005, in the initial amount of One Million Dollars (\$1,000,000). Such distribution shall be outright and free of trust.
2. To EISENHOWER MEDICAL CENTER, located in Rancho Mirage, California, assets, cash, or any combination thereof, in satisfaction of the remaining balance of that certain pledge to EISENHOWER MEDICAL CENTER, pursuant to that certain Pledge Agreement dated May 25, 2006, in the initial amount of Five Million Dollars (\$5,000,000). It is the Trustor's intention that this gift shall be satisfied within one hundred eighty (180) days of the Trustor's date of death. Such distribution shall be outright and free of trust.

C. Bequests to Children

1. Provided GAIL L. REITER survives the death of the Trustor, the Trustee shall allocate assets, cash, or any combination thereof, equal to the sum of Eight Million Dollars (\$8,000,000), to the Gail L. Reiter Trust, to be held, administered, and distributed pursuant to the provisions of Part C of Article II of the Trust. If GAIL L. REITER fails to survive the death of the Trustor, then, provided BART F. RINKER survives the death of the Trustor, this gift shall be allocated to the Bart F. Rinker Trust and distributed pursuant to the provision of Part D of Article II of the Trust. If GAIL L. REITER and BART F. RINKER both fail to survive the death of the Trustor, but BART F. RINKER has issue who survives the death of the Trustor, this gift shall be divided into separate shares for the then living issue of BART F. RINKER, by right of representation, and distributed pursuant to the provisions of Part E of Article II of the Trust. If GAIL L. REITER and BART F. RINKER both fail to survive the death of the Trustor and there is no issue of BART F. RINKER who survives the death of the Trustor, this gift shall be distributed pursuant to the provisions of Part I of Article II of the Trust.

If the Trustor made taxable gifts to or for the benefit of GAIL L. REITER after the date this Trust was executed, either outright or in trust, then an amount equal to the value of such gifts, as finally determined for gift and estate tax purposes, shall be subtracted from the Eight Million Dollar

(\$8,000,000) amount such that the total amount passing to or for the benefit of GAIL L. REITER from the Trustor by taxable gift after the date this Trust was executed and by this bequest shall in the aggregate equal Eight Million Dollars (\$8,000,000).

2. Provided BART F. RINKER survives the death of the Trustor, the Trustee shall allocate assets, cash, or any combination thereof, equal to the sum of Eight Million Dollars (\$8,000,000), to the Bart F. Rinker Trust, to be held, administered, and distributed pursuant to the provisions of Part D of Article II of the Trust. If BART F. RINKER fails to survive the death of the Trustor, but BART F. RINKER has issue who survives the death of the Trustor, this gift shall be divided into separate shares for the then living issue of BART F. RINKER, by right of representation, and distributed pursuant to the provisions of Part E of Article II of the Trust. If BART F. RINKER fails to survive the death of the Trustor and there is no issue of BART F. RINKER who survives the death of the Trustor, then, provided GAIL L. REITER survives the death of the Trustor, this gift shall be allocated to the Gail L. Reiter Trust and distributed pursuant to the provision of Part C of Article II of the Trust. If BART F. RINKER fails to survive the death of the Trustor, there is no issue of BART F. RINKER who survives the death of the Trustor, and GAIL L. REITER fails to survive the death of the Trustor, this gift shall be distributed pursuant to the provisions of Part I of Article II of the Trust.

If the Trustor made taxable gifts to or for the benefit of BART F. RINKER after the date this Trust was executed, either outright or in trust, then an amount equal to the value of such gifts, as finally determined for gift and estate tax purposes, shall be subtracted from the Eight Million Dollar (\$8,000,000) amount such that the total amount passing to or for the benefit of BART F. RINKER from the Trustor by taxable gift after the date this Trust was executed and by this bequest shall in the aggregate equal Eight Million Dollars (\$8,000,000).

D. Bequests to Grandchildren

1. Provided SPENCER K. RINKER survives the death of the Trustor, the Trustee shall allocate assets, cash, or any combination thereof, equal to the sum of Two Million Six Hundred Thousand Dollars (\$2,600,000), to a separate share for the benefit of SPENCER K. RINKER, with such share to be held, administered, and distributed pursuant to the provisions of Part E of Article II of the Trust. If SPENCER K. RINKER fails to survive the death of the Trustor, but SPENCER K. RINKER has issue who survives the death of the Trustor, this gift shall be divided into separate shares for the then living issue of SPENCER K. RINKER, by right of representation,

and distributed pursuant to the provisions of Part E of Article II of the Trust. If SPENCER K. RINKER fails to survive the death of the Trustor and there is no issue of SPENCER K. RINKER who survives the death of the Trustor, this gift shall lapse.

If the Trustor made taxable gifts to or for the benefit of SPENCER K. RINKER after the date this Trust was executed, either outright or in trust, then an amount equal to the value of such gifts, as finally determined for gift and estate tax purposes, shall be subtracted from the Two Million Six Hundred Thousand Dollar (\$2,600,000) amount such that the total amount passing to or for the benefit of SPENCER K. RINKER from the Trustor by taxable gift after the date this Trust was executed and by this bequest shall in the aggregate equal Two Million Six Hundred Thousand Dollars (\$2,600,000).

2. Provided ALEXANDER K. RINKER survives the death of the Trustor, the Trustee shall allocate assets, cash, or any combination thereof, equal to the sum of Two Million Six Hundred Thousand Dollars (\$2,600,000), to a separate share for the benefit of ALEXANDER K. RINKER, with such share to be held, administered, and distributed pursuant to the provisions of Part E of Article II of the Trust. If ALEXANDER K. RINKER fails to survive the death of the Trustor, but ALEXANDER K. RINKER has issue who survives the death of the Trustor, this gift shall be divided into separate shares for the then living issue of ALEXANDER K. RINKER, by right of representation, and distributed pursuant to the provisions of Part E of Article II of the Trust. If ALEXANDER K. RINKER fails to survive the death of the Trustor and there is no issue of ALEXANDER K. RINKER who survives the death of the Trustor, this gift shall lapse.

If the Trustor made taxable gifts to or for the benefit of ALEXANDER K. RINKER after the date this Trust was executed, either outright or in trust, then an amount equal to the value of such gifts, as finally determined for gift and estate tax purposes, shall be subtracted from the Two Million Six Hundred Thousand Dollar (\$2,600,000) amount such that the total amount passing to or for the benefit of ALEXANDER K. RINKER from the Trustor by taxable gift after the date this Trust was executed and by this bequest shall in the aggregate equal Two Million Six Hundred Thousand Dollars (\$2,600,000).

3. Provided KURT F. REITER survives the death of the Trustor, the Trustee shall allocate assets, cash, or any combination thereof, equal to the sum of Two Million Six Hundred Thousand Dollars (\$2,600,000), to the Kurt F. Reiter Trust, to be held, administered, and distributed pursuant to the

provisions of Part G of Article II of the Trust. If KURT F. REITER fails to survive the death of the Trustor, this gift shall lapse.

If the Trustor made taxable gifts to or for the benefit of KURT F. REITER after the date this Trust was executed, either outright or in trust, then an amount equal to the value of such gifts, as finally determined for gift and estate tax purposes, shall be subtracted from the Two Million Six Hundred Thousand Dollar (\$2,600,000) amount such that the total amount passing to or for the benefit of KURT F. REITER from the Trustor by taxable gift after the date this Trust was executed and by this bequest shall in the aggregate equal Two Million Six Hundred Thousand Dollars (\$2,600,000).

* * * * *

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

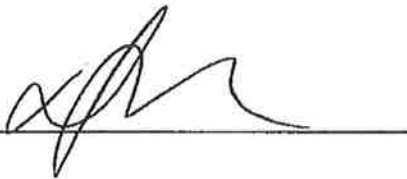
STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On November 9, 2020, before me, Debra Michelle Jones, a notary public, personally appeared HARRY S. RINKER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

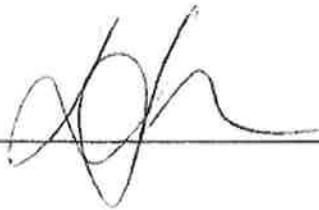
STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On November 10, 2020, before me, Debra Michelle Jones, a notary public, personally appeared BART F. RINKER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)

SECOND AMENDMENT
TO THE
2020 HARRY S. RINKER SEPARATE PROPERTY TRUST

Pursuant to the right reserved to the undersigned as Trustor, under Part B of Article I of that certain Declaration of Trust dated March 7, 2020, commonly known as the Harry S. Rinker Separate Property Trust, as amended and completely restated by the First Amendment to and Complete Restatement of the Harry S. Rinker Separate Property Trust dated November 9, 2020, the undersigned hereby amends said Trust in the following particulars:

I.

Part B of EXHIBIT 1 of the Trust is hereby deleted in its entirety, and there is substituted in lieu thereof the following:

"B. Trustor's Specific Bequests

- "1. To HORATIO ALGER ASSOCIATION OF DISTINGUISHED AMERICANS, INC. ("HORATIO ALGER"), outright and free of trust, assets, cash, or any combination thereof, in satisfaction of the remaining balance of that certain pledge to HORATIO ALGER, pursuant to that certain Notification of Bequest and/or Gift Intention dated September 2, 2005, in the initial amount of One Million Dollars (\$1,000,000). Such distribution shall be outright and free of trust.**
- "2. To EISENHOWER MEDICAL CENTER, located in Rancho Mirage, California, outright and free of trust, assets, cash, or any combination thereof, in satisfaction of the remaining balance of that certain pledge to EISENHOWER MEDICAL CENTER, pursuant to that certain Pledge Agreement dated May 25, 2006, in the initial amount of Five Million Dollars (\$5,000,000). This bequest is to be satisfied within one hundred eighty (180) days of the date of the Trustor's death. Such distribution shall be outright and free of trust.**
- "3. Provided MARIA DIMARUCUT survives the death of the Trustor, assets, cash, or any combination thereof in the amount of Two Hundred Thousand Dollars (\$200,000) to MARIA DIMARUCUT. This bequest shall be outright and free of trust and net of all estate**

and other death tax and net of any expenses of administration. In the event MARIA DIMARUCUT fails to survive the death of the Trustor, then this bequest shall lapse.

- "4. Provided TONI BARTMAN survives the death of the Trustor, assets, cash, or any combination thereof in the amount of One Hundred Thousand Dollars (\$100,000) to TONI BARTMAN. This bequest shall be outright and free of trust and net of all estate and other death tax and net of any expenses of administration. In the event TONI BARTMAN fails to survive the death of the Trustor, then this bequest shall lapse.
- "5. Provided the Trustors' housekeeper, MARIA ORTIZ, survives the death of the Trustor, assets, cash, or any combination thereof in the amount of Two Hundred Thousand Dollars (\$200,000) to MARIA ORTIZ. This bequest shall be outright and free of trust and net of all estate and other death tax and net of any expenses of administration. In the event the Trustors' housekeeper, MARIA ORTIZ, fails to survive the death of the Trustor, then this bequest shall lapse."

II.

Part N of Article V of the Trust is hereby deleted in its entirety, and there is substituted in lieu thereof the following:

"N. No Contest Clause

"Any person who acts in any of the four (4) ways described in this Part N with respect to any "protected instrument" shall be treated as if he or she died before a Trustor and without issue. For the purposes of this Part N, the term "protected instrument" means any document that a Trustor has executed and that purports to be a Will, codicil to a Will, trust agreement or declaration of trust, amendment to trust agreement or amendment to declaration of trust, exercise of power of appointment, buy-sell agreement (or other document containing provisions for the purchase or sale of a business enterprise after a Trustor's death), deed or other instrument of transfer, beneficiary designation under any insurance policy, employee benefit plan, deferred compensation plan, retirement plan, annuity, or multi-party account, or other substitute for a Will.

“(1) Alleges that a protected instrument or one or more of the provisions of a protected interest is invalid on one or more of the following grounds:

“(a) Forgery,

“(b) Lack of due execution,

“(c) Lack of capacity,

“(d) Menace, duress, fraud, or undue influence, or

“(e) Disqualification of a beneficiary on the ground that the beneficiary was a witness to the protected instrument or is a prohibited transferee described in California Probate Code § 21380 (or any similar provision of law);

“(2) Alleges that the revocation of a protected instrument was ineffective;

“(3) Challenges a transfer of property on the grounds that it was not a Trustor’s property at the time of the transfer; or

“(4) Files a creditor’s claim that is not allowed by the Executor of a Trustor’s Will or the Trustee or prosecutes an action based either on a creditor’s claim or any other action against a Trustor or a fiduciary of a protected instrument for which no creditor’s claim is required in a situation that is opposed by the Executor of a Trustor’s Will or the Trustee.

“The Trustors direct that the Executor of a Trustor’s Will and the Trustee defend against the described actions vigorously, and that *all* of the litigation expenses incurred by the Executor of a Trustor’s Will or the Trustee be allowed as an expense of administration, because the Trustors do not want the Executor of a Trustor’s Will or the Trustee to be exposed to any personal financial cost. If a Contestant is or becomes entitled to receive any property or property interests included in the Trust Estate, whether under this Declaration of Trust, a Trustor’s Will, or any other instrument, then all expenses incurred by the Executor of a Trustor’s Will or the Trustee in the defense of the actions undertaken by the Contestant shall be charged against and paid from the property or property interests that the Contestant otherwise would be entitled to receive, whether or not the Executor of a Trustor’s Will or the Trustee was successful in the defense of the Contestant’s actions. (Should any part of the Trustors’ wishes be unenforceable, the other parts *shall* be enforced.)”

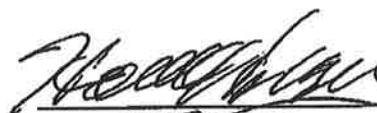
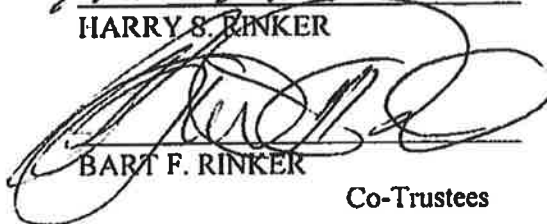
III.

Except as herein expressly amended, said Declaration of Trust, as previously amended and restated, is hereby ratified, reaffirmed and approved.

[SIGNATURE PAGE FOLLOWS]

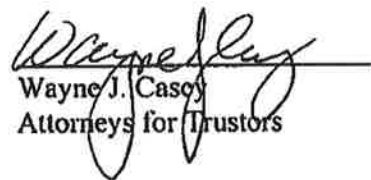
IN WITNESS WHEREOF, the Trustor and the Co-Trustees have executed this Second Amendment to the Harry S. Rinker Separate Property Trust this 16th day of April 2021.


HARRY S. RINKER
Trustor


HARRY S. RINKER

BART F. RINKER
Co-Trustees

Approved this 16th
day of April 2021.

CASEY ESTATE & BUSINESS PLANNING,
A Professional Law Corporation

By: 
Wayne J. Casey
Attorneys for Trustors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

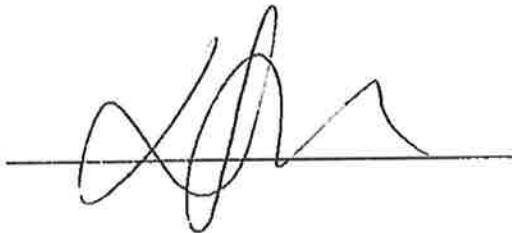
STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On April 16, 2021, before me, Debra Michelle Jones, a notary public, personally appeared HARRY S. RINKER and BART F. RINKER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

State of Idaho
Department of Water Resources

Water Right

37-22600, 37-22602 and 37-22604

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.



Date created: 11/1/2024



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion





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

December 4, 2025

2020 HARRY S RINKER SEPARATE PROPERTY TRUST
1048 IRVINE AVE PMB 1090
NEWPORT BEACH CA 92660-4602

RINKER PROPERTIES 1 LLC
PO BOX 7250
NEWPORT BEACH CA 92658-7250

RINKER PROPERTIES 2 LLC
PO BOX 7250
NEWPORT BEACH CA 92658-7250

Re: Change in Ownership for Water Right No(s): 37-22600, 37-22602 & 37-22604

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges receipt of correspondence changing ownership of the above referenced water right(s) to the 3 entities listed above. The Department has modified its records and has enclosed a computer-generated report for you.

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: Brockway Engineering PLLC
Water District 37



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

DEC 02 2025

DEPT OF WATER RESOURCES
SOUTHERN REGION

December 2, 2025

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

Re: 37-22600, 37-22602 and 37-22604

Dear Mr. Skinner:

The ownership of water rights 37-22600, 37-22602 and 37-22604 need to be updated to reflect the current entities that own portions of these water rights now that Harry Rinker has died. The current entities that own these water rights are identified in the attached documents as 2020 Harry S, Rinker Separate Property Trust, Rinker Property 1 LLC and Rinker Property 2 LLC.

Please contact me if you have any questions.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Ken Rinker, Bart Rinker

Enc: IDWR Change in Water Right Ownership Forms, Quitclaim Deed, Brockway
Engineering Check# 18842 for \$75.00

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

BROCKWAYENG.COM