Form 42-248/42-1409(6) Rev. 6/22

RECEIVED
APR 20 2026
DEPT. OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
67-4495	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Lyell and Zella Yergen
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Yergen Family Trust
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

   4531 Emerson Street — Mailing address
   Riverside — City
   CA — State
   92506 — Zip
   951-312-1977 — Telephone
   normanyergen@gmail.com — 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.

5. Date you acquired the water rights and/or claims listed above: November 9, 2016.

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
   - 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):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - 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: _____ (Signature of new owner/claimant) | Initial Trustee (Title, if applicable) | 11/09/2016 (Date)
   Norman L. Yergen (Print name)

   Signature: _____ (Signature of new owner/claimant) | _____ (Title, if applicable) | _____ (Date)
   _____ (Print name)

For IDWR Office Use Only:

Receipted by DM Date 4-20-26 Receipt No. C125821 Receipt Amt. $25.00

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 PC Date 5/18/2026

232412

Instrument # 232412
STATE OF IDAHO, COUNTY OF WASHINGTON
1-6-2017 08:45:00 AM No. of Pages: 3
Recorded for : IDAHO ESTATE PLANNING
BETTY J THOMAS Fee: 16.00
Ex-Officio Recorder Deputy Maria McConnell
Index to: DEED

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

IDAHO ESTATE PLANNING
453 S. FITNESS PLAZA
EAGLE, IDAHO 83616
(208) 939-7658

Send Tax Statements to:

NORMAN L. YERGEN
4531 EMERSON
RIVERSIDE, CA 92506

(SPACE ABOVE LINE FOR RECORDER'S USE)

QUITCLAIM DEED

ZELLA YERGEN, Grantor, 3000 Hansen Lane, Cambridge, Idaho, hereby quitclaims to NORMAN L. YERGEN, Trustees, or their successors in trust, of the YERGEN FAMILY IRREVOCABLE TRUST, dated November 9, 2016, and any amendments thereto, Grantee, 4531 Emerson, Riverside, California all of her right, title and interest in and to that certain real property, a tract of land in Washington County, Idaho, described on Exhibit A attached hereto.

Witness the hand of said Grantors this 9th day of November, 2016.

Zella Yergen
ZELLA YERGEN, Grantor

STATE OF IDAHO)
ss.
COUNTY OF ADA)

On this 9th day of November, 2016, before me, the undersigned Notary Public in and for said State, personally appeared ZELLA YERGEN, Grantor, known to or identified by me to be the person who executed said within instrument, and acknowledged to me that she executed the same.

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

Notary Public, State of Idaho
Residing: Boise, Idaho
Commission Expires: 03/19/2019

Exhibit A

IN TOWNSHIP 15 NORTH, RANGE 3 WEST, BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

Section 33: SW1/4SE1/4, SAVE AND EXCEPT the following described tract of land:

Beginning at the northeast corner of the SW1/4SE1/4 of Sec. 33, Twp. 15 N., R. 3 W., B.M.; thence West 73 feet; thence South 420 feet; thence Southwesterly to a point on the South line of and 308 feet West of the Southeast corner of said SW1/4SE1/4; thence East to the southeast corner of said SW1/4SE1/4; thence North to the place of beginning.

Petula Lee

From: Betts, David
Sent: Monday, May 18, 2026 5:43 PM
To: Petula Lee
Subject: Yergen Family Irrevocable Trust

YERGEN FAMILY IRREVOCABLE TRUST

November 9, 2016

LAW OFFICES
IDAHO ESTATE PLANNING
453 S. FITNESS PLAZA
EAGLE, IDAHO 83616
(208) 939-7658

Yergen Family Irrevocable Trust
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Yergen Family Irrevocable Trust

Article One
Establishing My Trust

The date of this Irrevocable Trust Agreement is November 9, 2016. The parties to the agreement are Zella A. Yergen (the "Trustmaker") and Norman L. Yergen (my "Initial Trustee").

This agreement creates two subtrusts, the Residence Trust and the Nongrantor Trust. Unless otherwise provided, the terms of this agreement apply to both of those subtrusts. Unless the context demands otherwise, any reference in this agreement to my trust refers to both subtrusts.

Section 1.01 Identifying My Trust

My trust is called the "Yergen Family Irrevocable Trust." However, the following format should be used for taking title to assets: "Norman L. Yergen, Trustee of the Yergen Family Irrevocable Trust dated November 9, 2016."

While not required, the title to assets may identify the subtrust, for example, "Norman L. Yergen, Trustee of the Nongrantor Trust under the Yergen Family Irrevocable Trust dated November 9, 2016." My Principal Residence must be held according to the Residence Trust provisions. All other assets of my trust must be held according to the Nongrantor Trust provisions. This is so, even if the title of the asset identifies the other subtrust.

For the purpose of transferring property to my trust, or identifying my trust in any beneficiary or pay-on-death designation, any description referring to my trust is effective if it reasonably identifies my trust.

Section 1.02 Third-Party Reliance on Affidavit or Certification of Trust

My Trustee may provide an affidavit or certification of trust to third parties in lieu of providing a copy of this agreement. Third parties are exonerated from any liability for acts or omissions in reliance on the affidavit or certification of trust, and for the application that my Trustee makes of funds or other property delivered to my Trustee.

Section 1.03 An Irrevocable Trust

This trust is irrevocable, and I may not alter, amend, revoke, or terminate it in any way.

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Section 1.04 Transfers to the Trust

I transfer to my Trustee the property listed in Schedule A, attached to this agreement, to be held on the terms and conditions set forth in this instrument. I retain no right, title or interest in the income or principal of this trust or any other incident of ownership in any trust property.

(a) Trustee Acceptance

By execution of this agreement, my Trustee accepts and agrees to hold the trust property described on Schedule A. All property, including life insurance policies, transferred to my trust after the date of this agreement must be acceptable to my Trustee. My Trustee may refuse to accept any property. My Trustee shall hold, administer and dispose of all trust property accepted by my Trustee for the benefit of my beneficiaries in accordance with the terms of this agreement.

(b) No Distributions of Income or Principal

My Trustee shall have no right, power, privilege, or authority to invade or distribute income or principal of the trust to or for my benefit, under any circumstances.

Section 1.05 Statement of My Intent

It is my express intent that the principal and income of this trust will not be available to me for any purpose, including Medicaid.

In order to maximize the benefit to my trust beneficiaries, I give my Trustee broad discretion with respect to the management, distribution and investment of assets in my trust. My objective is that the assets in this trust will not be subject to the claims of any beneficiary's creditors.

All provisions of this agreement shall be construed so as to accomplish my objectives. Any beneficiary has the right at any time to release, renounce or disclaim any right, power or interest that might be construed or deemed to defeat my objectives.

Section 1.06 Family Information

(a) Marital Status

I am widowed.

(b) My Children and Descendants

I have two children: Jo Ann Reed and Norman L. Yergen. All references in this agreement to "my children" are references to these children.

References to "my descendants" are to my children and their descendants.

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Section 1.07 My Lifetime Beneficiaries

While I am living, my descendants are the only beneficiaries of trust income and principal (my "Lifetime Beneficiaries").

In this agreement, "Lifetime Beneficiaries" refers only to my descendants, and does not include me. As specified in Section 1.04(b) above, under no circumstances may my Trustee invade or distribute trust income or principal to or for my benefit.

The distribution provisions for income and principal are specified in Article Three.

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Article Two
Trustee Succession and Trust Protector Provisions

Section 2.01 Resignation of a Trustee

A Trustee may resign by giving written notice to me. If I am deceased, a resigning Trustee will give written notice to the income beneficiaries of the trust and to any other Trustee then serving.

Section 2.02 Trustee Succession

This Section governs the succession of my Trustees.

(a) I May Not Serve as Trustee

Notwithstanding any provision of this agreement to the contrary, under no circumstances may I serve as Trustee at any time.

(b) Successors to Initial Trustee

If Norman L. Yergen fails to serve as Initial Trustee, I appoint Jo Ann Reed to serve as successor Trustee.

(c) Trustees of the Separate Trusts

Upon the creation of the separate trusts as provided in Article Four, the primary beneficiary of a separate trust, upon attaining the age of 25, may appoint himself or herself as a Cotrustee of his or her separate trust to serve with the then serving Trustee. At any time a beneficiary is serving as Cotrustee of his or her trust, there must be at least one other Trustee serving with the beneficiary.

Section 2.03 Removal and Replacement of Trustees

(a) Removal and Replacement by Me

As to the Residence Trust, I may remove any Trustee, with or without cause, and appoint an individual or corporate successor Trustee (other than me).

As to the Nongrantor Trust, I may remove any Trustee, with or without cause, provided I appoint an individual or corporate successor Trustee (other than me) that simultaneously commences service as Trustee and that is not related or subordinate to me within the meaning of Section 672(c) of the Internal Revenue Code.

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(b) Removal and Replacement by Beneficiaries

After my death, the income beneficiaries of any trust created under this agreement may remove a Trustee of the trust at any time, with or without cause, by unanimous decision.

In addition, if the income beneficiaries remove a Trustee, they may also, by unanimous decision, appoint a replacement Trustee that is an individual or corporate fiduciary.

The right to remove a Trustee under this subsection will not be deemed to grant to the person holding that right any of the powers of that Trustee.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary, other than me, may act on behalf of the beneficiary.

(c) Default of Designation and Appointment of Trustee

If the office of Trustee of a trust created under this agreement is vacant and all designated successor Trustees fail to act, I must appoint an individual or corporate successor Trustee (other than me) that is not related or subordinate to me within the meaning of Section 672(c) of the Internal Revenue Code.

If I am incapacitated or deceased, my Trust Protector may appoint an individual or corporate successor Trustee.

If my Trust Protector fails to act, the primary beneficiary may appoint a successor Trustee that is an individual or corporate fiduciary.

In the case of a minor or incapacitated beneficiary, the parent or legal representative of such beneficiary, other than me, may act on behalf of such beneficiary.

Any beneficiary or his or her legal representative may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy remaining unfilled after a period of 30 days. By making such appointment, such court shall not thereby acquire any jurisdiction over the trust, except to the extent necessary for making such appointment.

(d) Effect of Removal and Replacement

The replacement of a Trustee under this Section 2.03 does not invoke the Trustee succession provisions of Section 2.02, rather the name of the appointed Trustee under this Section replaces the name of the removed Trustee under the Trustee succession provisions.

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Section 2.04 Notice of Removal and Appointment

Notice of removal shall be in writing and shall be delivered to my Trustee being removed, along with any other Trustees then serving. The notice of removal shall be effective in accordance with its provisions.

Notice of appointment shall be in writing and shall be delivered to the successor Trustee and any other Trustees then serving. The appointment shall become effective at the time of acceptance by the successor Trustee. A copy of the notice shall be attached to this agreement.

Section 2.05 Prohibition Against SNT Beneficiary Serving as Trustee

Notwithstanding any other provision of this agreement, under no circumstances may the beneficiary of a trust share that is being administered pursuant to the terms of Article Six, entitled "Supplemental Needs Trust," serve as Trustee of that share.

Section 2.06 Appointment of a Cotrustee

Any individual Trustee may appoint an individual or a corporate fiduciary as a Cotrustee. A Cotrustee so named shall serve only as long as my Trustee who appointed such Cotrustee (or, if such Cotrustee was named by more than one Trustee acting together, by the last to serve of such Trustees) serves, and such Cotrustee shall not become a successor Trustee upon the death, resignation, or incapacity of my Trustee who appointed such Cotrustee, unless so appointed under the terms of this agreement. Although such Cotrustee may exercise all the powers of the appointing Trustee, the combined powers of such Cotrustee and the appointing Trustee shall not exceed the powers of the appointing Trustee alone. The Trustee appointing a Cotrustee may revoke the appointment at any time with or without cause.

Section 2.07 Corporate Fiduciaries

Any corporate fiduciary serving under this agreement as a Trustee must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal and state law and that is not related or subordinate to any beneficiary within the meaning of Section 672(c) of the Internal Revenue Code.

Section 2.08 Incapacity of a Trustee

If any individual Trustee becomes incapacitated, it shall not be necessary for the incapacitated Trustee to resign as Trustee. A written declaration of incapacity by the Cotrustee, if any, or, if none, by the party designated to succeed the incapacitated Trustee, if made in good faith, will terminate the trusteeship.

If the Trustee designated in the written declaration objects, in writing, to termination of the trusteeship within 20 days of receiving the declaration of incapacity, a written opinion of incapacity signed by a physician who has examined the incapacitated Trustee must be obtained before the trusteeship will be terminated. The Trustee objecting to termination

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of trusteeship must sign the necessary medical releases needed to obtain the physician's written opinion of incapacity or the trusteeship will be terminated without the physician's written opinion.

Section 2.09 Appointment of Independent Special Trustee

If for any reason a Trustee of any trust created under this agreement is unwilling or unable to act with respect to any trust property or any provision of this agreement, or if a provision of this agreement requires an Independent Trustee to act, then the Trustee or Trust Protector shall appoint, in writing, a corporate fiduciary or an individual to serve as an Independent Special Trustee as to such property or with respect to such provision. The Independent Special Trustee appointed shall not be related or subordinate to me while living or to any beneficiary of the trust within the meaning of Section 672(c) of the Internal Revenue Code. The appointing party may revoke any such appointment at will.

An Independent Special Trustee shall exercise all fiduciary powers granted by this agreement unless expressly limited elsewhere in this agreement or by the appointing party in the instrument appointing the Independent Special Trustee. An Independent Special Trustee may resign at any time by delivering written notice of resignation to the appointing party. Notice of resignation shall be effective in accordance with the terms of the notice.

Under no circumstances may I serve as an Independent Special Trustee.

Section 2.10 Rights and Obligations of Successor Trustees

Each successor Trustee serving under this agreement, whether corporate or individual, shall have all of the title, rights, powers and privileges granted to the Initial Trustee named under this agreement. In addition, each successor Trustee shall be subject to all of the restrictions imposed upon, as well as all obligations and duties, both discretionary and ministerial, given to the Initial Trustee named under this agreement.

Section 2.11 Provisions for Trust Protector

The function of the Trust Protector is to direct my Trustee in matters concerning the trust, and to assist, if needed, in achieving my objectives as manifested by the other provisions of my estate plan.

In order to serve, any Trust Protector named or appointed under this Section must be a corporate fiduciary or an individual who is not related or subordinate to a transferor or any beneficiary within the meaning of Section 672(c) of the Internal Revenue Code.

(a) Designation of Trust Protector

I make no appointment of Trust Protector at the time this agreement is executed. Rather, a Trust Protector may be appointed pursuant to paragraph (d) of this Section as needed.

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(b) Authority to Name Successor

The serving Trust Protector may appoint a successor Trust Protector in writing, which appointment will take effect upon the resignation, incapacity, or death of the appointing Trust Protector.

Under no circumstances may I serve as Trust Protector.

(c) Resignation of Trust Protector

A Trust Protector may resign by giving notice as provided in paragraph (o) below. A resigning Trust Protector will not be liable or responsible for the acts or omissions of any successor Trust Protector.

(d) Default of a Designated Trust Protector

During any period in which a trust created under this agreement requires a Trust Protector to act and no Trust Protector is serving, Mark E. Wight may appoint a Trust Protector.

If Mark E. Wight fails to make the appointment after 30 days, then any beneficiary or trustee may petition a court of competent jurisdiction to appoint a Trust Protector.

The court acting to appoint a Trust Protector will acquire jurisdiction or authority over the trust only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

If a beneficiary is a minor or is incapacitated, the parent or Legal Representative of the beneficiary may act on behalf of the beneficiary.

A Trust Protector appointed under this paragraph (d) may be removed by the party or parties who made the appointment.

(e) Rights of Successor Trust Protectors

Any successor Trust Protector has all of the authority of any predecessor Trust Protector, but will not be responsible for the acts or omissions of the predecessor.

(f) Power to Remove and Appoint Trustees

After my death, the Trust Protector may remove any Trustee of a trust created under this agreement.

Whenever the office of Trustee of a trust is vacant and no successor Trustee is effectively named, the Trust Protector may appoint an individual or a corporate fiduciary to serve as Trustee. No Trust Protector may be self-appointed as a Trustee and may not simultaneously serve as both Trust Protector and Trustee.

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Notwithstanding any other provision of this agreement, removal or appointment of a Trustee will be effective upon giving notice as provided in paragraph (o) below. No advance notice is required.

(g) Good Faith Standard Imposed

The authority of the Trust Protector is conferred in a nonfiduciary capacity, and the Trust Protector is not liable for any good-faith act, omission, or forbearance. The Trust Protector will be reimbursed promptly for any costs incurred in defending or settling any claim brought against the Trust Protector acting in the capacity of Trust Protector, unless it is conclusively established that the act, omission, or forbearance was motivated by an actual intent to harm the beneficiaries of the trust or was an act of self-dealing for personal benefit.

(h) Power to Amend

The Trust Protector may amend any provision of this agreement as it applies to any trust for which the Trust Protector is serving to do any of the following:

(i) alter the administrative and investment powers of my Trustee;

(ii) grant a beneficiary of any trust created under this agreement the testamentary power to appoint all or part of the beneficiary's trust or trust share to the creditors of the beneficiary's estate;

(iii) more fully comply with my stated intent as expressed in Section 3.02, entitled "Intent as to Estate Inclusion and Grantor Trust Status," in Article Three;

(iv) correct ambiguities and scrivener errors that might otherwise require court construction or reformation; and

(v) reflect tax or other legal changes.

Any amendment made by the Trust Protector to correct a scrivener's error in accordance with this Section is effective as of the original date of the trust. Any other amendment made by the Trust Protector as authorized above is effective as of the date of the trust, or the date of the amendment, in the sole and absolute discretion of the Trust Protector. The decision of the Trust Protector as to the effective date of any such amendment must be set forth in the amendment.

In granting a testamentary power of appointment, the Trust Protector may require, as a condition for the beneficiary's exercise of the power, that the beneficiary first obtain the consent of the Trust Protector. The Trust Protector may revoke the power at any time during the lifetime of the beneficiary to whom it was given. I suggest, but do not require, that the Trust Protector exercise this authority to subject trust property to estate tax

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instead of the generation-skipping transfer tax when it appears that it may reduce overall taxes.

Notwithstanding the foregoing, the Trust Protector may not amend this agreement in any manner that would make trust corpus or income available to me for Medicaid eligibility or Medicaid estate recovery purposes. Further, the Trust Protector may not limit or alter the rights of a beneficiary in any trust assets held by the trust before the amendment, nor may the Trust Protector remove or add any individual or entity as a beneficiary of trust assets.

Any amendment made by the Trust Protector must be in a signed written instrument. The Trust Protector must provide notice of the amendment as provided in paragraph (o) below, along with a copy of the amendment.

(i) Authority to Terminate Trusts

If, at any time, the Trust Protector determines that any trust created under this agreement is no longer economical or is otherwise inadvisable to administer as a trust, or if the Trust Protector deems it to be in the best interest of the beneficiaries, the Trust Protector, without further responsibility, may terminate the trust and distribute the trust property, including any undistributed net income, to the beneficiaries of trust principal.

(j) Not a General Power of Appointment

The Trust Protector may not participate in the exercise of a power or discretion conferred under this agreement that would cause the Trust Protector to possess a general power of appointment within the meaning of Sections 2041 and 2514 of the Internal Revenue Code. Specifically, the Trust Protector may not use such powers for his or her personal benefit, nor for the discharge of his or her financial obligations.

(k) Release of Powers

The Trust Protector, acting on its own behalf and on behalf of all successor Trust Protectors, may at any time, by a written instrument delivered to my Trustee, irrevocably release, renounce, suspend, or reduce any or all powers and discretions conferred on the Trust Protector by this agreement.

(l) No Duty to Monitor

The Trust Protector has no duty to monitor or supervise any Trustee or trust created under this agreement. Further, the Trust Protector has no duty to be informed as to the acts or omissions of others or to take any action to prevent or minimize loss. Any exercise or non-exercise of the

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powers and discretions granted to the Trust Protector is in the sole and absolute discretion of the Trust Protector.

(m) Compensation

Any Trust Protector serving under this agreement is entitled to receive reasonable compensation for services as determined by my Trustee. The Trust Protector is entitled to reimbursement for all expenses incurred in the performance of its duties as Trust Protector, including travel expenses.

Serving in the capacity of Trust Protector does not prevent the Trust Protector from also providing legal, investment or accounting services on behalf of the trust or the trust beneficiaries. If the Trust Protector is providing professional services, the Trust Protector may charge its typical fees for professional services, and may also be compensated for its services as Trust Protector.

(n) Right to Examine

The books and records of each trust created under this agreement, including all documentation, inventories and accountings, must be open and available for inspection by the Trust Protector at all reasonable times.

(o) Notice

Unless otherwise specified, when notice is required by a provision of this Section, notice must be given in a signed written instrument delivered to the following or the personal representative of the following, to the extent practicable:

(i) me;

(ii) the income beneficiaries of the trust; and

(iii) all Trustees then serving.

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Article Three
Administration While I am Living

While I am living, my Trustee shall administer the trust as provided in this Article.

Section 3.01 Residence and Distribution Provisions

While I am living, my Trustee shall administer all property held by my trust as follows:

(a) Residence Provisions

Only as it relates to my Principal Residence held by the Residence Trust, I have the right to exclusive lifetime use and occupancy of the property for so long as I continue to permanently reside therein, after which time my right to exclusive lifetime use and occupancy will end. The following provisions apply to my Principal Residence:

(1) No Payment of Rent; Payment of Maintenance

I may not be required to pay rent for such property, but will be responsible for and required to pay all of the expenses of the maintenance of the property, including taxes, insurance, utilities, mortgage payments and normal costs of maintenance and upkeep of the property.

(2) Termination of Tenancy

If I cease to use such property as a residence, my Trustee may, in the exercise of sole and absolute discretion, either continue to hold such property as an investment or sell it, but may not rent or lease it to anyone. Notwithstanding the above, any purchaser of real property owned by this trust will be entitled to rely upon the authority of my Trustee to sell such real property.

(3) Homestead Exemption

In order to claim homestead exemption rights under Idaho law, I shall have the right to use, possess, and occupy any real property that may be owned by the trust. My interest in such real property shall be construed so as to qualify as my homestead property.

I currently reside in the real property located at 3000 Hansen Lane, Cambridge, Idaho, which property is designated as my Homestead under Idaho law. It is my intention that the transfer of the aforementioned property

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into this trust shall in no way diminish the property's status as Homestead property under Idaho's Homestead laws. My Trustee shall take any and all actions necessary to maintain the status of the property located at 3000 Hansen Lane, Cambridge, Idaho as Homestead property, including any successor property which may qualify as my Homestead under Idaho law.

(b) Sales Proceeds of Principal Residence

Upon the sale of my Principal Residence, the sales proceeds immediately become the property of the Nongrantor Trust and must be held pursuant to those provisions.

(c) Distribution of Income

As to the Nongrantor Trust, my Trustee must pay, at least annually, all of the net income from the trust property, after deducting all expenses associated with the trust property, to or for the benefit of any one or more of the Lifetime Beneficiaries.

An Interested Trustee may only make distributions for a beneficiary's health, education, maintenance, or support. If some of the annual net income remains in the trust after making such distributions, then my Trustee must appoint an Independent Special Trustee (as provided in Section 2.09) for the purpose of distributing the remaining net income.

If, for any reason, the required distribution of income is not made to a beneficiary, such income may not be accumulated with principal and will not be subject to Section 3.03, entitled "Administration Upon My Death," including the limited testamentary power of appointment therein.

Under no circumstances may income of the Nongrantor Trust be—

(i) distributed to me;

(ii) held or accumulated for future distribution to me; or

(iii) applied to the payment of premiums on policies of insurance on my life.

As to the Residence Trust, no income may be distributed to any beneficiary.

(d) Distribution of Principal to My Lifetime Beneficiaries

As to the Nongrantor Trust, my Trustee, other than an Interested Trustee, may distribute to any one or more of the Lifetime Beneficiaries as much of the principal of the trust property as my Trustee may determine advisable for any purpose. If my Trustee is an Interested Trustee, my Trustee may distribute to any one or more of the Lifetime Beneficiaries as much of the

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principal of the trust as my Trustee determines is necessary or advisable for their health, education, maintenance, and support.

As to the Residence Trust, my Trustee, including an Interested Trustee, may distribute to any one or more of the Lifetime Beneficiaries as much of the principal of the trust as my Trustee may determine advisable for any purpose. If my Trustee is an Interested Trustee, the provisions of Section 9.20(a) shall not apply. However, no Trustee or Cotrustee may make distributions to himself or herself, to his or her estate, to his or her creditors, or to the creditors of his or her estate.

A distribution to or for the benefit of a Lifetime Beneficiary shall be charged to the trust as a whole rather than against the beneficiary's ultimate share.

My Trustee shall have no right, power, privilege, or authority to invade or distribute income or principal of the trust to or for my benefit.

I direct that no provision of Idaho law, or the laws of any other state, shall be available to require any invasion of principal by my Trustee or any court.

(e) Unequal Distributions Allowed

When making distributions of income and principal as authorized in subsections (c) and (d) above, my Trustee may make such distributions to any one or more of the Lifetime Beneficiaries in equal or unequal amounts, to the complete exclusion of any other beneficiary, as determined in my Trustee's sole and absolute discretion.

(f) Discharge of a Legal Obligation

No payment or distribution shall be made by any Trustee for the discharge of any of my legal obligations or otherwise for my monetary benefit.

Section 3.02 Intent as to Estate Inclusion and Grantor Trust Status

Upon my death, I intend that all trust property will be required to be included in determining the value of my gross estate under chapter 11 of subtitle B of the Internal Revenue Code (the "Code"). The retained limited testamentary power of appointment in Section 3.03, entitled "Administration Upon My Death," (hereafter referred to as "the retained power of appointment") is intended to satisfy that objective.

I intend for the Residence Trust to be treated as a grantor trust under Code sections 671 through 679. Therefore, as to the Residence Trust only, I intend for the retained power of appointment to qualify as a power to control beneficial enjoyment under Code section 674(a), without any of the exceptions found in Code section 674 applying, including the exception of Code section 674(b)(3), thereby causing the Residence Trust to be treated as a grantor trust.

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However, I intend for the Nongrantor Trust not to be treated as a grantor trust under Code sections 671 through 679. Therefore, as to the Nongrantor Trust only, I intend for the retained power of appointment to qualify as a power under Code section 674(b)(3) so that it is not treated as a power to control beneficial enjoyment under Code section 674(a).

My intent is accomplished by the following requirements, as expressed elsewhere in this agreement:

(i) that my retained power of appointment be exercised only by Will (required for the retained power of appointment to qualify as a Code section 674(b)(3) power as to the Nongrantor Trust);

(ii) that capital gains of the Residence Trust be allocated to principal (required for the retained power of appointment to not qualify as a Code section 674(b)(3) power as to the Residence Trust);

(iii) that capital gains of the Nongrantor Trust be allocated to income (required for the retained power of appointment to qualify as a Code section 674(b)(3) power as to the Nongrantor Trust); and

(iv) that all net income of the Nongrantor Trust be distributed to the Lifetime Beneficiaries (required for the retained power of appointment to qualify as a Code section 674(b)(3) power as to the Nongrantor Trust).

The Trust Protector may amend my trust to more fully comply with my stated intent.

Section 3.03 Administration Upon My Death

I have the limited testamentary power to appoint the remaining principal (but not income) of the trust to or for the benefit of my descendants.

I may not exercise this power of appointment for the benefit of myself, my creditors, my estate, or the creditors of my estate. Notwithstanding any provision of this agreement to the contrary, this power of appointment may only be exercised by Will.

Upon my death, my Trustee will administer any unappointed remaining trust property as provided in the Articles that follow.

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Article Four
Administration of Remaining Trust Property

My Trustee shall administer the remaining trust property as provided in this Article.

Section 4.01 Division and Distribution of Remaining Trust Property

My Trustee shall divide the remaining trust property into separate shares for my descendants, *per stirpes*, and administer each share for a descendant in a separate trust for the benefit of the descendant as provided in the following Section.

Notwithstanding the preceding paragraph, during any period that a beneficiary is a Supplemental Needs Person, my Trustee shall administer the beneficiary's share as provided in Article Six.

Section 4.02 Administration of Descendants' Trusts

My Trustee shall administer the trust for each descendant as follows:

(a) Distributions of Income and Principal

An Independent Trustee may distribute to the beneficiary as much of the income and principal of the beneficiary's trust as such Trustee determines advisable for any purpose. An Interested Trustee will distribute to the beneficiary as much of the income and principal of the beneficiary's trust as such Trustee determines is necessary or advisable for the health, education, maintenance, or support of the beneficiary.

Any undistributed net income must be accumulated and added to principal.

(b) Distribution Upon the Death of the Beneficiary

The beneficiary has the testamentary limited power to appoint all or any portion of the principal and undistributed income remaining in the beneficiary's trust at the beneficiary's death among my descendants. The beneficiary may not exercise this limited power of appointment to appoint to the beneficiary, the beneficiary's estate, the beneficiary's creditors, or creditors of the beneficiary's estate.

I intend this to be a limited power of appointment and not a general power of appointment as defined in Section 2041 of the Internal Revenue Code.

Insofar as any part of the beneficiary's trust is not effectively appointed, my Trustee will distribute the remaining unappointed balance per stirpes in trusts to the descendants of the beneficiary. If the beneficiary has no living descendants, my Trustee will distribute the balance of the trust property per stirpes in trusts to the descendants of the beneficiary's nearest

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lineal ancestor who was a descendant of mine or, if no such descendant is then living, per stirpes in trusts to my descendants. My Trustee will administer the trusts under the same provisions as the beneficiary's trust.

If I have no living descendants, my Trustee will distribute the balance of the trust property as provided in Article Five.

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Article Five
Remote Contingent Distribution

If, at any time, there is no person or entity qualified to receive final distribution of the trust estate or any part of it, then my Trustee shall distribute the portion of my trust estate with respect to which the failure of qualified recipients has occurred to those persons who would inherit it had I then died intestate owning the property, as determined and in the proportions provided by the laws of Idaho then in effect.

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Article Six
Supplemental Needs Trust

Trust property will be administered pursuant to the terms of this Supplemental Needs Trust Article when:

(i) another Article of this agreement directs that the property is to be administered as provided in this Supplemental Needs Trust Article; or

(ii) the beneficiary of the property under another Article of this agreement is a Supplemental Needs Person, unless the other Article directs the beneficiary's interest to be distributed to a trust not created under this document.

"Beneficiary" under this Supplemental Needs Trust Article refers to the beneficiary of the property under the other Article. The provisions of the other Article shall continue to apply to the extent they do not conflict with the provisions of this Supplemental Needs Trust Article; specifically, the provisions of this Supplemental Needs Trust Article shall control the distributions of income and principal.

Section 6.01 Distributions of Income and Principal

The Trustee shall collect income and, after deducting all charges and expenses attributed thereto, may apply for Beneficiary's benefit, in-kind, or in cash, so much of the income and principal (even to the extent of the whole) as the Trustee deems advisable in the Trustee's sole and absolute discretion, **subject to the limitations set forth below**. The Trustee shall add the balance of net income not paid or applied to the principal of the Supplemental Needs Trust.

(a) Maximize Benefits

Consistent with the purpose of the Supplemental Needs Trust, before expending any amounts from the net income and/or principal of this trust, the Trustee shall consider the availability of all benefits from government or private assistance programs for which Beneficiary may be eligible. The Trustee, where appropriate and to the extent possible, shall endeavor to maximize the collection and facilitate the distribution of these benefits for Beneficiary's benefit.

(b) No Reduction in Benefits

None of the income or principal of the Supplemental Needs Trust shall be applied in such a manner as to supplant, impair or diminish any governmental benefits or assistance for which Beneficiary may be eligible or which Beneficiary may be receiving, unless, in the sole and absolute discretion of the Trustee, such use of income and/or principal is beneficial to Beneficiary.

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(c) No Assignment

Beneficiary shall not have the power to assign, encumber, direct, distribute or authorize distributions from the Supplemental Needs Trust.

(d) Discretionary Distributions

Notwithstanding the above provisions, the Trustee may make distributions to meet Beneficiary's need for food, shelter, health care, or other personal needs, even if those distributions will impair or diminish Beneficiary's receipt or eligibility for government benefits or assistance, but only if the Trustee determines that the distributions will better meet Beneficiary's needs, and it is in Beneficiary's best interests, notwithstanding the consequent effect on Beneficiary's eligibility for, or receipt of, benefits.

(e) Supplemental Needs Trust Savings Clause

In the event that the mere existence of the authority to make distributions that will impair or diminish Beneficiary's receipt or eligibility for government benefits or assistance, as specified in subsections (b) and (d), above, will result in a reduction or loss of Beneficiary's entitlement program benefits, regardless of whether the Trustee actually exercises the authority, then such authority specified in subsections (b) and (d), above, shall be null and void, and the Trustee's authority to make these distributions shall terminate. If such authority is terminated, then the Trustee's authority to make distributions shall be limited to distributions for Beneficiary's Supplemental Needs, in a manner that will not adversely affect Beneficiary's government benefits.

Notwithstanding any provision to the contrary, in the event that the Supplemental Needs Trust is challenged or faces imminent invasion by any governmental department or agency in such a way as to affect Beneficiary's eligibility for benefits available under any governmental program, the Trustee is empowered to amend the trust so as to maintain Beneficiary's eligibility for benefits under such governmental program.

Section 6.02 Definition of Supplemental Needs

"Supplemental needs" refers to the requisites for maintaining the good health, safety, and welfare of Beneficiary when, in the sole and absolute discretion of the Trustee, such requisites are not being provided by any public agency, office, or department of any state or of the United States.

Supplemental needs shall also include, but not be limited to, medical and dental expenses, annual independent checkups, clothing and equipment, programs of training, education, treatment and rehabilitation, private residential care, transportation (including vehicle purchases), maintenance, insurance, and essential dietary needs. Supplemental needs may include spending money; additional food; clothing; electronic equipment such as

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radio, recording and playback, television and computer equipment; camping; vacations; athletic contests; movies; trips; and money to purchase appropriate gifts for relatives and friends. However, in deciding whether to make these distributions the Trustee must first consider the impact on certain government benefits as is directed in Section 6.05, entitled "Distribution Guidelines."

The Trustee shall have no obligation to expend trust assets for such needs, but if the Trustee, in the Trustee's sole and absolute discretion, decides to expend trust assets, under no circumstances should any amounts be paid to, or reimbursed to, the federal government, any state, or any governmental agency for any purpose, including for the care, support, and maintenance of Beneficiary.

Section 6.03 Objective to Promote Independence of Beneficiary

While actions are in the Trustee's sole and absolute discretion, the Trustee should be mindful that it is my wish that Beneficiary live as independently, productively, and happily as possible.

Section 6.04 Not Available Resource to Beneficiary

It is my intent to create a Supplemental Needs Trust that conforms to Idaho law (or if Beneficiary is not a Idaho resident, to the law of the state where Beneficiary resides), in order to provide for Beneficiary's Supplemental Needs. I intend that the trust assets be used to supplement, not supplant, impair or diminish, any benefits or assistance of any Federal, state, county, city, or other governmental entity for which Beneficiary may otherwise be eligible or which Beneficiary may be receiving.

Consistent with that intent, it is my desire that, before expending any amounts from net income and/or principal of the trust, the Trustee consider the availability of all benefits from government or private assistance programs for which Beneficiary may be eligible and that, where appropriate and to the extent possible, the Trustee endeavors to maximize the collection of such benefits and to facilitate the distribution of such benefits for the benefit of Beneficiary. All actions of the Trustee shall be directed toward carrying out this intent and the discretion granted the Trustee under this agreement to carry out this intent is absolute.

For purposes of determining Beneficiary's eligibility for any such benefits, no part of the principal or undistributed income of the Supplemental Needs Trust shall be considered available to Beneficiary for public benefit purposes.

The Trustee shall hold, administer, and distribute all property allocated to the Supplemental Needs Trust for the exclusive benefit of Beneficiary during his or her lifetime. All distributions from the trust are in the sole and absolute discretion of the Trustee.

In the event the Trustee is requested to release principal or income of the Supplemental Needs Trust to or on behalf of Beneficiary to pay for equipment, medication, or services that any government agency is authorized to provide, or in the event the Trustee is

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requested to petition a 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 authorized in its sole and absolute discretion to take whatever administrative or judicial steps may be necessary to continue Beneficiary's eligibility for benefits, including obtaining legal advice about Beneficiary's specific entitlement to public benefits and obtaining instructions from a court of competent jurisdiction ruling that neither the trust corpus nor the trust income is available to Beneficiary for eligibility purposes. Any expenses of the Trustee in this regard, including reasonable attorney's fees, shall be a proper charge to the Supplemental Needs Trust.

Section 6.05 Distribution Guidelines

The Trustee shall be responsible for determining what discretionary distributions shall be made from the Supplemental Needs Trust, and may use a Care Manager in accordance with the provisions of this Article. The Trustee may distribute discretionary amounts of income and principal to or for the benefit of Beneficiary for those Supplemental Needs not otherwise provided by governmental financial assistance and benefits, or by the providers of services. Any undistributed income shall be added to principal.

In making distributions, the Trustee will:

(i) consider any other known income or resources of Beneficiary that are reasonably available;

(ii) take into consideration all entitlement benefits from any government agency, such as Social Security Disability payments (SSDI), Medicaid, Idaho Department of Health and Welfare, Supplemental Security Income (SSI), and any other special purpose benefits for which Beneficiary is eligible;

(iii) take into consideration resource and income limitations of any such assistance program;

(iv) make expenditures so that Beneficiary's standard of living will be comfortable and enjoyable;

(v) not be obligated or compelled to make specific payments;

(vi) not pay or reimburse any amounts to any governmental agency or department, unless proper demand is made by such governmental agency and reimbursement is required by the state; and

(vii) not be liable for any loss of benefits.

Section 6.06 Use of Care Manager

The Trustee shall have the option of utilizing the services of a Care Manager to assist in advising on how best to provide for Beneficiary's needs. The primary objective of the Care Manager shall be to assist the Trustee to carry out the purposes of the Supplemental

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Needs Trust to ensure that Beneficiary maintains a safe living situation, receives counseling services when appropriate and lives as independently as possible.

A Care Manager shall be a professional Clinical Licensed Social Worker, Professional Conservator, or care management agency that has experience in the field of assessment of conditions similar to those of Beneficiary and is familiar with the public benefits to which Beneficiary may be entitled.

(a) Distribution Advisement

If the Trustee uses a Care Manager, the Care Manager shall advise the Trustee concerning discretionary distributions to be made from the trust that are helpful and appropriate for Beneficiary's needs including payment for medical care, counseling services, and daily support.

(b) Care Manager Account for Periodic Payments

If the Trustee uses a Care Manager, the Care Manager may from time to time establish periodic payments for part or all of the payments authorized under this agreement and maintain a separate bank account for disbursement by the Care Manager. Any account shall be carried in the name of the Supplemental Needs Trust and shall have the trust's federal tax identification number. At least monthly, the Care Manager shall provide information on receipts and disbursements from this account to the Trustee. This account shall contain no more than an amount reasonably necessary for Beneficiary's needs for a period of sixty (60) days.

The Trustee shall not be held liable for any actions of the Care Manager unless the Trustee has actual knowledge of and gave consent or approval of the Care Manager's proposed actions before such actions were actually taken. The Care Manager shall not make any distributions that may cause a reduction of public benefits unless the Trustee has consented to the distribution.

(c) Annual Care Plan

If the Trustee uses a Care Manager, the Care Manager shall provide to the Trustee, at least annually, a written care plan for purposes of evaluation of Beneficiary's medical and psychosocial status. The care plan shall include recommendations concerning resources and services beneficial to Beneficiary.

(d) Quarterly Assessments

If the Trustee uses a Care Manager, the Care Manager shall, at least quarterly, visit Beneficiary to assess his or her physical and emotional needs including the appropriateness of present placement, monitoring

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attendant care, accessing required resources, making and keeping medical appointments, and accessing socialization activities.

(e) Compensation of the Care Manager

If the Trustee uses a Care Manager, the Care Manager shall be entitled to fair and reasonable compensation for the services it renders. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale.

(f) The Resignation of a Care Manager

Any Care Manager may resign by giving thirty (30) days' written notice to the Trustee.

(g) Replacement of Care Manager

The Trustee may terminate the Care Manager without cause and name a replacement. If a Care Manager cannot serve for any reason, the Trustee may name a replacement, which may begin to serve immediately. If the Care Manager must be replaced, then the successor Care Manager shall also be a professional Clinical Licensed Social Worker, Professional Conservator, or care management agency who has experience in the field of assessment of conditions similar to those of Beneficiary and is familiar with the public benefits to which Beneficiary may be entitled.

Section 6.07 No Seeking of Order to Distribute

For purposes of determining Beneficiary's state Medicaid program equivalent eligibility, no part of the principal or undistributed income of the Supplemental Needs Trust may be considered available to Beneficiary. The Trustee will deny any request by Beneficiary to:

(i) release principal or income of the trust to or on behalf of Beneficiary to pay for equipment, medication, or services that the state Medicaid program equivalent would provide if the trust did not exist; or

(ii) petition a court or any other administrative agency for the release of trust principal or income for this purpose.

The Trustee may, in its sole and absolute discretion, take necessary administrative or legal steps to protect Beneficiary's state Medicaid program eligibility, including obtaining a ruling from a court of competent jurisdiction that the trust principal is not available to Beneficiary for purposes of determining eligibility. Expenses for this purpose, including reasonable attorney's fees, are a proper charge to Beneficiary's Supplemental Needs Trust.

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Section 6.08 Indemnification of Trustee When Acting in Good Faith

The Trustee shall be indemnified from the trust property for any loss or reduction of public benefits sustained by Beneficiary as a result of the Trustee exercising, in good faith, the authority granted to the Trustee under this Article.

Section 6.09 Termination and Distribution of Supplemental Needs Trust

If the Trustee, in its sole and absolute discretion, determines that Beneficiary is no longer dependent on others and is able to provide independent support, the Trustee shall distribute or retain the remaining Supplemental Needs Trust property according to the other provisions of this agreement as though the provisions of this Article had not been effective.

If the other provisions of this agreement do not provide for the distribution or retention of the remaining property, then the Trustee shall distribute the remaining property to Beneficiary outright, free of trust.

"Independent support" shall be satisfied at such time as Beneficiary has been gainfully employed for thirty-three (33) months of a thirty-six (36) month period immediately preceding the decision to terminate the trust share.

The terms "gainful employment" and "gainfully employed" shall be construed to mean such full-time employment that produces sufficient net income to enable Beneficiary to contribute not less than 100 percent of the funds (exclusive of other sources of revenue) that are necessary to provide for the independent care, support, maintenance, and education of Beneficiary. The Trustee, in its sole and absolute discretion, shall determine whether or not Beneficiary has satisfied the condition of gainful employment.

Section 6.10 Distribution Upon the Death of Beneficiary

Upon the death of Beneficiary, the Trustee shall distribute or retain the remaining Supplemental Needs Trust property according to the other Article of this agreement that directed the property to be held pursuant to this Article.

If the other Article does not provide for distribution upon the death of Beneficiary, then the Trustee shall distribute or retain the remaining Supplemental Needs Trust property as though Beneficiary had predeceased me.

Section 6.11 Waiver of Court Invasion of Principal

Under no circumstances shall Supplemental Needs Trust principal be subject to any court-directed invasion pursuant to the provisions of the laws of Idaho or any other state.

Section 6.12 Prohibition Against Beneficiary Serving as Trustee

Notwithstanding any other provision of this agreement, under no circumstances may Beneficiary serve as Trustee of any share that is being administered for his or her benefit under the provisions of this Supplemental Needs Trust Article.

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Section 6.13 Limitation on Power to Remove and Replace Trustee

Notwithstanding any other provision of this agreement, Beneficiary does not have the power to remove or replace the Trustee of the Supplemental Needs Trust.

Section 6.14 No Power to Adjust from Principal to Income

Notwithstanding any provision of this agreement or state law to the contrary, in no event may the Trustee adjust between income and principal if such adjustment would cause any public benefit program to consider the adjusted principal or income to be an available resource or available income, or if such adjustment would otherwise supplant any governmental benefit that Beneficiary is entitled to receive.

Section 6.15 No General Power of Appointment

Notwithstanding any provision of this agreement or state law to the contrary, Beneficiary shall not have a lifetime or testamentary general power of appointment as defined in Section 2041 of the Internal Revenue Code, or as defined under Idaho law, or the laws of any other state.

Section 6.16 Application of Article

Any decision made by the Trustee under this Article shall be final, controlling and binding upon all beneficiaries subject to the provisions of this Article.

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Article Seven
Administration of Trusts for Underage and Incapacitated Beneficiaries

Section 7.01 Distributions for Underage and Incapacitated Beneficiaries

If under another provision of this agreement any part of the trust property is directed or required to be distributed outright to a person (other than me) who has not yet attained the age of 25 years or is incapacitated, then my Trustee may distribute or retain that part of the trust property as described in Section 7.02, unless the provisions of Article Six, entitled "Supplemental Needs Trust," apply.

When making a distribution, I request, but do not require, that my Trustee consider the ability that the beneficiary demonstrated in managing prior distributions.

All decisions made by my Trustee under this Article are final, controlling and binding upon all beneficiaries subject to the provisions of this Article.

Section 7.02 Methods of Distribution

Property to which this Article applies may be:

(i) distributed directly to the beneficiary;

(ii) distributed to the beneficiary's guardian, conservator, parent, family member, or other person who has assumed responsibility for his or her care;

(iii) distributed to any person or entity, including my Trustee, as custodian for the beneficiary under the Uniform Transfers to Minors Act, or similar statute;

(iv) distributed to other persons or entities for the benefit of the beneficiary;

(v) distributed to an agent authorized to act for the beneficiary under a power of attorney for property;

(vi) retained in trust, distributing income and principal for any purpose, in any amount, using any of the methods described above, all in my Trustee's sole and absolute discretion, and distributing the remainder outright to the beneficiary when he or she attains the age of 25 years (unless he or she is incapacitated), and upon the beneficiary's death distributing the remainder as appointed by the beneficiary, and if not appointed, as though the beneficiary had predeceased me;

(vii) retained in trust pursuant to the provisions of Article Six, entitled "Supplemental Needs Trust," for the benefit of the beneficiary; or

(viii) distributed or retained in any combination of one or more of the above.

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Article Eight
Trust Administration

Section 8.01 Distributions to Beneficiaries

Whenever this agreement authorizes or directs my Trustee to make a distribution of net income or principal to a beneficiary, my Trustee may apply for the benefit of the beneficiary any property that otherwise could be distributed directly to the beneficiary. My Trustee shall have no responsibility to inquire into the beneficiary's ultimate disposition of the distributed property unless specifically directed otherwise by this agreement.

My Trustee may make distributions in cash or in kind, or partly in each, in proportions and at values determined by my Trustee. My Trustee may allocate undivided interests in specific assets to a beneficiary or trust in any proportion or manner that my Trustee determines, even though the property allocated to one beneficiary may be different from that allocated to another beneficiary.

My Trustee may make these determinations without regard to the income tax attributes of the property and without the consent of any beneficiary.

Section 8.02 No Court Proceedings

This trust shall be administered expeditiously, consistent with the provisions of this agreement, free of judicial intervention, and without order, approval or action of any court. The trust shall be subject to the jurisdiction of a court only if my Trustee or another interested party institutes a legal proceeding. A proceeding to seek instructions or a court determination shall be initiated in the court having original jurisdiction over matters relating to the construction and administration of trusts. Seeking instructions or a court determination shall not subject this trust to the continuing jurisdiction of the court.

Section 8.03 No Bond

No Trustee is required to furnish any bond for the faithful performance of my Trustee's duties, unless required by a court of competent jurisdiction and only if the court finds that a bond is needed to protect the interests of the beneficiaries. No surety will be required on any bond required by any law or rule of court, unless the court specifies that a surety is necessary.

Section 8.04 Exoneration of My Trustee

No successor Trustee is obligated to examine the accounts, records or actions of any previous Trustee or of the personal representative of my estate. No successor Trustee shall be in any way or manner responsible for any act, omission, or forbearance on the part of any previous Trustee or the personal representative of my estate. Unless my Trustee has received notice of removal, my Trustee shall not be liable to me or to any

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beneficiary for the consequences of any action taken by my Trustee that would have been, but for the prior removal of my Trustee, a proper exercise by my Trustee of the authority granted to my Trustee under this agreement. Absent bad faith on the part of my Trustee, my Trustee is exonerated from any and all liability for the acts, omissions, and forbearances of my Trust Protector.

Any Trustee may request and obtain from the beneficiaries or from their legal representatives, agreements in writing releasing my Trustee from any liability that may have arisen from my Trustee's acts, omissions, and forbearances, and indemnifying my Trustee from liability for the acts, omissions, and forbearances. An agreement described in this paragraph, if acquired from all the living beneficiaries of the trust or from their legal representatives, shall be conclusive and binding upon all parties, born or unborn, who may have, or may in the future acquire, an interest in the trust.

My Trustee may require a refunding agreement before making any distribution or allocation of trust income or principal and may withhold distribution or allocation pending determination or release of a tax lien or other lien.

Section 8.05 Trustee Compensation

An individual serving as Trustee shall be entitled to fair and reasonable compensation for the services rendered as a fiduciary. A corporate fiduciary serving as Trustee shall be compensated by agreement with an individual Trustee or, in the absence of an individual Trustee or in the absence of an agreement, in accordance with the corporate fiduciary's published schedule of fees in effect at the time the services are rendered.

My Trustee may charge additional fees for services it provides that are not comprised within its duties as Trustee such as fees for legal services, tax return preparation and corporate finance or investment banking services.

In addition to receiving compensation, my Trustee may be reimbursed for reasonable costs and expenses incurred in carrying out its duties under this agreement.

Section 8.06 Employment of Professionals

My Trustee may appoint, employ and remove, at any time and from time to time, investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, expert advisers, agents, and employees to advise or assist my Trustee in the performance of its duties. My Trustee may act upon the recommendations of the persons or entities employed with or without independent investigation.

My Trustee may reasonably compensate an individual or entity employed to assist or advise my Trustee regardless of whether the person or entity shall be a Trustee of a trust established under this agreement or a corporate affiliate of a Trustee and regardless of whether the entity shall be one in which a Trustee of a trust created under this agreement is a partner, member, stockholder, officer, director or corporate affiliate or has any other interest.

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My Trustee may pay the usual compensation for services contracted for under this Section out of principal or income of the trust as my Trustee may deem advisable. My Trustee may pay compensation to an individual or entity employed to assist or advise my Trustee without diminution of or charging the same against the compensation to which my Trustee is entitled under this agreement. Any Trustee who shall be a partner, stockholder, officer, director or corporate affiliate in any entity employed to assist or advise my Trustee shall nonetheless receive my Trustee's share of the compensation paid to the entity.

Section 8.07 Collection of Proceeds Upon the Death of an Insured

Upon the death of an insured under any policy of life insurance forming a part of the trust principal, my Trustee shall make a reasonable effort to collect all sums payable directly to my Trustee or the trust. My Trustee may exercise any of the options of settlement that may at any time be available to my Trustee under the terms of any such policy. My Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

My Trustee may refuse to enter into or maintain any proceeding, whether in law or equity, administrative or otherwise, with respect to any life insurance policy, until my Trustee has been indemnified to its satisfaction against all expenses and liabilities that, in my Trustee's judgment, may be involved in the proceeding.

My Trustee is authorized to compromise and adjust claims arising out of any insurance policy upon such terms and conditions, as my Trustee may deem prudent. The decisions of my Trustee shall be conclusive on all persons.

Section 8.08 Insurance Carrier Protected in Dealing With My Trustee

An insurance carrier is entitled to presume that my Trustee is properly exercising its powers as Trustee under this agreement when working with or assisting my Trustee in any transaction. The insurance carrier and the insurance carrier's agents are not required to inquire into any of the provisions of this agreement to determine if my Trustee has the power to act or is properly exercising its power or see to my Trustee's application of any proceeds paid to my Trustee.

My Trustee's receipt of the insurance proceeds shall relieve the insurance carrier of any further liability with respect to payment of the proceeds.

Section 8.09 Exercise of Testamentary Power of Appointment

Except as otherwise prohibited, a testamentary power of appointment granted under this agreement may be exercised by a valid will or living trust that specifically refers to the power of appointment.

The holder of a testamentary power of appointment may exercise the power to appoint property among the permissible appointees in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the holder of the power designates. The holder of a testamentary power of appointment may grant further powers of

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appointment to any person to whom principal may be appointed, including a presently exercisable limited or general power of appointment.

My Trustee may conclusively presume that any power of appointment granted to any beneficiary of a trust created under this agreement has not been exercised by the beneficiary if my Trustee has no knowledge of the existence of a valid will or living trust exercising the power within 90 days after the beneficiary's death, and my Trustee shall then be released from any liability for any distributions made in good faith.

Section 8.10 Determination of Principal and Income

While I am living, capital gains of the Residence Trust must be allocated to principal, and capital gains of the Nongrantor Trust must be allocated to income. Receipts of rents, royalties, interest, dividends, and other ordinary income must be allocated to income.

After my death, the provisions of Idaho law related to the allocation of principal and income shall govern beneficiaries' rights among themselves in matters concerning principal and income. If Idaho law contains no provision concerning a particular item, my Trustee shall determine in a fair, equitable and practical manner what shall be credited, charged, and apportioned between principal and income.

Notwithstanding the above, in no event may my Trustee adjust between income and principal if such adjustment would cause any public benefit program to consider the adjusted principal or income to be an available resource or available income, or if such adjustment would otherwise supplant any governmental benefit that a beneficiary is entitled to receive.

Section 8.11 Trust Accounting

Except to the extent required by law, my Trustee is not required to file accountings in any jurisdiction. Upon the written request of an income beneficiary of a trust created under this agreement, my Trustee must render an accounting to the income beneficiaries of that trust during the accounting period that includes the date of the written request.

The accounting must include the receipts, expenditures, and distributions from the trust for which the accounting is prepared occurring during the accounting period. If a tax return is prepared for a trust during a period for which a trust accounting is made, my Trustee's accounting must include a copy of that tax return. If there is no tax return prepared for the accounting period, my Trustee's accounting must include a balance sheet itemizing the trust property and my Trustee's reasonable estimation of the value of the assets held in the trust as of the date the accounting is completed.

In the absence of fraud or manifest error, the assent by all income beneficiaries to my Trustee's accounting will make the matters disclosed in the accounting binding and conclusive upon all persons, including those living on the date of this agreement and those to be born in the future who have, or will in the future have, a vested or contingent interest in the trust property. In the case of an income beneficiary who is a minor or who

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is incapacitated, that beneficiary's natural guardian or legal representative may give the assent required under this Section.

A beneficiary may object to an accounting rendered by my Trustee only if the beneficiary gives written notice to my Trustee within 60 days after my Trustee renders the accounting. Any beneficiary who does not submit a written objection to the accounting is deemed to assent to the accounting.

My Trustee must make the trust's financial records and documentation available to beneficiaries at reasonable times and upon reasonable notice for inspection by the beneficiaries. My Trustee is not required to furnish any information regarding my trust to anyone other than a beneficiary. My Trustee may exclude any information that my Trustee determines is not directly applicable to the beneficiary receiving the information.

Section 8.12 Action of Cotrustees

Unless otherwise specified, if two Trustees are eligible to act with respect to a given matter, the concurrence of both is required; if more than two Trustees are eligible to act with respect to a given matter, the concurrence of a majority of the Trustees is required.

If an Interested Trustee joins in an action with respect to a given matter, then the authority of the Trustees for that action is limited to the authority given to an Interested Trustee with respect to the matter.

Even though an act may require the concurrence of more than one Trustee, any one Trustee may carry out the act on behalf of the trust with the same force and effect as if all Trustees had done so. Persons dealing with the acting Trustee in good faith may rely upon the Trustee's authority to act on behalf of the trust without inquiry as to the other Trustees' concurrence.

A nonconcurring Trustee may dissent or abstain from any action of the other Trustee or Trustees. The nonconcurring Trustee is absolved from personal liability by registering his or her dissent or abstention in the records of the trust. After doing so, the nonconcurring Trustee will then act with the other Trustees in any way necessary or appropriate to effectuate the action of the other Trustees.

Section 8.13 Trustee Authority to Disclaim or Release Powers

Notwithstanding any provision of this agreement to the contrary, any Trustee may disclaim or release, in whole or in part, by an instrument in writing, any power held as Trustee, irrevocably or for any period of time that the Trustee may specify. The Trustee may make the relinquishment of a power personal to the Trustee or may relinquish the power for all subsequent Trustees.

Section 8.14 Delegation of Trustee Authority; Power of Attorney

Subject to the limitations set forth in Section 9.20, any Trustee may, by an instrument in writing, delegate to any other Trustee the right to exercise any power (including a

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discretionary power) granted my Trustee in this agreement. During the time a delegation under this Section is in effect, my Trustee to whom the delegation was made may exercise the power to the same extent as if the delegating Trustee had personally joined in the exercise of the power. The delegating Trustee may revoke the delegation at any time by giving written notice of revocation to my Trustee to whom the power was delegated.

My Trustee may execute and deliver a revocable or irrevocable power of attorney granting any individual or entity the power to transact any and all business on behalf of my trust or any other trust created under this agreement. The power of attorney may grant to the attorney-in-fact all of the rights, powers, and discretion that my Trustee is entitled to exercise under this agreement.

Section 8.15 Additions to Separate Trusts

If upon the termination of any trust created under this agreement a final distribution is to be made to a person who is the only beneficiary of another trust created under this agreement, my Trustee shall make the distribution to the second trust instead of distributing the property to the beneficiary outright. For purposes of administration, my Trustee shall treat the distribution as though it had been an original part of the second trust.

Section 8.16 Authority to Merge or Sever Trusts

The provisions of this Section only apply after my death.

My Trustee may merge and consolidate a trust created under this agreement with any other trust, if the two trusts contain substantially the same terms for the same beneficiaries and at least one Trustee in common.

My Trustee may administer the merged and consolidated trust as a single trust or unit. If, however, a merger or consolidation does not appear feasible, my Trustee may consolidate the assets of the trusts for purposes of investment and trust administration while retaining separate records and accounts for each respective trust.

My Trustee may sever any trust on a fractional basis into two or more separate and identical trusts or may segregate a specific amount or asset from the trust property by allocation to a separate account or trust. The separate trusts may be funded on a non *pro rata* basis provided that funding is based on the total fair market value of the assets on the date of funding. Income earned on a segregated amount or specific asset after the segregation passes with the amount or asset segregated. My Trustee shall hold and administer each separate trust upon terms and conditions substantially identical to those of the trust from which it was severed.

Subject to the terms of the trust, my Trustee may consider differences in federal tax attributes and other pertinent factors in administering the trust property of any separate account or trust, in making applicable tax elections, and in making distributions. A separate trust created by severance must be treated as a separate trust for all purposes from the date on which the severance is effective; however, the effective date of

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severance may be retroactive to a date before the date on which my Trustee exercises the power.

Section 8.17 Merger of Corporate Fiduciary

If any corporate fiduciary acting as my Trustee under this agreement is merged with or transfers substantially all of its trust assets to another corporation or if a corporate fiduciary changes its name, the successor shall automatically succeed to the trusteeship as if originally named a Trustee. No document of acceptance of trusteeship shall be required.

Section 8.18 Beneficiary's Status

Until my Trustee receives notice of the incapacity, birth, marriage, death or other event upon which a beneficiary's right to receive payments may depend, my Trustee shall not be liable for acting or failing to act with respect to the event or for disbursements made in good faith to persons whose interest may have been affected by such event. Unless otherwise provided in this agreement, the parent or legal representative may act on behalf of a beneficiary who is a minor or is incapacitated.

My Trustee may rely on any information provided by a beneficiary with respect to the beneficiary's assets and income. My Trustee shall have no independent duty to investigate the status of any beneficiary and shall not incur any liability for failure to do so.

Section 8.19 Discharge of Third Persons

Persons dealing in good faith with my Trustee shall not be required to see to the proper application of money paid or property delivered to my Trustee, or to inquire into the authority of my Trustee as to any transaction. The receipt from my Trustee for any money or property paid, transferred or delivered to my Trustee shall be a sufficient discharge to the person or persons paying, transferring or delivering the money or property from all liability in connection with its application.

Section 8.20 Certificate by Trustee

A written statement of my Trustee may always be relied upon by, and shall always be conclusive evidence in favor of, any transfer agent or any other person dealing in good faith with my Trustee in reliance upon the statement.

Section 8.21 Funeral and Other Expenses of Beneficiary

Upon the death of a beneficiary other than me, my Trustee may pay the funeral expenses, burial or cremation expenses, enforceable debts and other expenses incurred due to the death of the beneficiary from trust property. This Section shall only apply to the extent the beneficiary has not exercised any testamentary power of appointment granted to him under this agreement.

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My Trustee may rely upon any request by the personal representative or members of the family of the deceased beneficiary for payment without verifying the validity or the amounts and without being required to see to the application of the amounts so paid. My Trustee may make decisions under this Section without regard to any limitation on payment of expenses imposed by statute or rule of court and may be made without obtaining the approval of any court having jurisdiction over the administration of the deceased beneficiary's estate.

Section 8.22 Waiver of Court-Ordered Invasion of Principal

Under no circumstances, however, shall trust principal be subject to any court-directed invasion pursuant to any provision of Idaho law, or the laws of any other state.

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Article Nine
My Trustee's Powers

Section 9.01 Introduction to Trustee's Powers

Except as otherwise specifically provided in this agreement, my Trustee may exercise, without prior approval from any court, all the powers conferred by this agreement and any other powers conferred by law, including, without limitation, those powers set forth under the common law or statutory law of Idaho or any other jurisdiction whose law applies to this trust. The powers set forth in Idaho law related to fiduciary powers are specifically incorporated into this trust agreement. The powers conferred upon my Trustee by law, including those powers conferred by Idaho law related to fiduciary powers, shall be subject to any express limitations or contrary directions contained in this agreement.

My Trustee shall exercise these powers in the manner my Trustee determines to be in the best interests of the beneficiaries. My Trustee shall not exercise any of its powers in a manner that is inconsistent with the right of the beneficiaries to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee of a trust may have duties and responsibilities in addition to those described in this agreement. I encourage my Trustee to obtain appropriate legal advice if my Trustee has any questions concerning its duties and responsibilities as Trustee.

Section 9.02 Execution of Documents by My Trustee

My Trustee may execute and deliver any and all instruments in writing that my Trustee considers necessary to carry out any of the powers granted in this agreement.

Section 9.03 Investment Powers in General

My Trustee may invest in any type of investment that my Trustee determines is consistent with the investment goals of my trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account my trust's overall investment portfolio. Without limiting my Trustee's investment authority in any way, I request that my Trustee exercise reasonable care and skill in selecting and retaining trust investments. I also request that my Trustee take into account the following factors in choosing investments for my trust:

The potential return from the investment, both in the form of income and appreciation;

The potential income tax consequences of the investment;

The investment's potential for volatility; and

The role the investment will play in the trust's portfolio.

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I request that my Trustee, in arranging the investment portfolio of the trust, also consider the possible effects of inflation or deflation, changes in global and U.S. economic conditions, transaction expenses, and the trust's need for liquidity.

My Trustee may delegate its discretion to manage trust investments to any registered investment adviser or corporate fiduciary.

Section 9.04 Banking Powers

My Trustee may establish bank accounts of any type in one or more banking institutions that my Trustee may choose. My Trustee may open accounts in the name of my Trustee (with or without disclosing fiduciary capacity) or in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the fiduciary nature of the account or refer to any trust or Trustee.

An account from which my Trustee makes frequent disbursements need not be an interest bearing account. My Trustee may authorize withdrawals from an account by check, draft or other instrument or in any other manner.

Section 9.05 Business Powers

My Trustee is authorized to serve as an officer, director, manager, or in any other capacity of any proprietorship, partnership, joint venture, corporation, or other enterprise in which the trust has an interest (whether or not such interest is total or controlling). My Trustee may receive compensation for services.

My Trustee may contract with and otherwise deal with any such enterprise in the same manner as it would with any enterprise in which the trust has no interest, and may use any voting power my Trustee may have to implement its authority (whether as Trustee or as an officer, director, or other official of the enterprise).

With respect to any units in a limited liability company, limited partnership, or stock in a closely-held corporation ("closely-held company") that are contributed to the trust, the powers granted to my Trustee in this Article shall not disqualify my Trustee from acting personally and independently, and not in a fiduciary capacity, with respect to any closely held company, from holding office in the closely-held company, from accepting remuneration from the closely-held company, from voting any units or stock in favor of my Trustee as a director or officer of the closely-held company, or from purchasing or selling units or stock of the closely-held company.

If any trust created under this agreement is funded with subchapter S stock, my Trustee may either elect to qualify the trust as a qualified subchapter S trust ("QSST") under Section 1361(d)(3) of the Internal Revenue Code or as an electing small business trust under Section 1361(e)(1) to administer the trust in accordance with the requirements of the corresponding Section.

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Section 9.06 Contract Powers

My Trustee may sell at public or private sale, transfer, exchange for other property, and otherwise dispose of trust property for consideration and upon terms and conditions that my Trustee deems advisable. My Trustee may grant options of any duration for any such sales, exchanges, or transfers of trust property.

My Trustee may enter into contracts, and may deliver deeds or other instruments, that my Trustee deems appropriate.

Section 9.07 Common Investments

For purposes of convenience with regard to the administration and investment of the trust property, my Trustee may invest part or all of the trust property jointly with trust property of other trusts for which my Trustee is also serving as a Trustee. For this purpose, a corporate fiduciary acting as my Trustee may use common funds for investment.

When trust property is managed and invested in this manner, my Trustee shall maintain records that sufficiently identify that portion of the jointly invested assets that constitute the trust property of this trust.

Section 9.08 Borrowing Powers

My Trustee may borrow money at interest rates and on other terms that my Trustee deems advisable from any person, institution, or other source, including, in the case of a corporate fiduciary, its own banking or commercial lending department.

My Trustee may encumber trust property by mortgages, pledges, and other hypothecation, even though the term may extend beyond the termination of the trust or beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities.

My Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. My Trustee may accept deeds in lieu of foreclosure.

Section 9.09 Lending Powers

My Trustee may make secured or unsecured loans to any person (other than me or a Supplemental Needs Person, but including any other beneficiary), entity, trust, or estate, for any term or payable on demand, with or without interest. My Trustee may enter into or modify the terms of any mortgage or security agreement granted in connection with any loan and may release or foreclose on the mortgage or security.

Section 9.10 Nominee Powers

My Trustee may hold real estate, securities and any other trust property in the name of a nominee or in any other form without disclosing the existence of any trust or fiduciary capacity.

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Section 9.11 Oil, Gas and Mineral Interests

My Trustee may acquire, maintain, develop and exploit, either alone or jointly with others, any oil, gas, coal, minerals or other natural resource rights or interests.

My Trustee may drill, test, explore, mine, develop, extract, remove, convert, manage, retain, store, sell and exchange any of such rights and interests on terms and for a price that my Trustee deems advisable.

My Trustee may execute leases, pooling and unitization agreements and other types of agreements in connection with such oil, gas, coal, mineral and other natural resource rights and interests even though such arrangements may extend beyond the termination of the trust.

My Trustee may execute division orders, transfer orders, releases, assignments, farm outs, and any other instruments that it deems proper.

My Trustee may employ the services of consultants and outside specialists in connection with the evaluation, management, acquisition, disposition, and development of any mineral interest, and may pay the cost of the services from the principal and income of the trust property.

Section 9.12 Payment of Taxes and Expenses

Except as otherwise provided in this agreement, my Trustee is authorized to pay all property taxes, assessments, fees, charges, and other expenses incurred in the administration or protection of the trust. All payments shall be a charge against the trust property and shall be paid by my Trustee out of the income, or to the extent that the income is insufficient, then out of the principal of the trust property. The determination of my Trustee with respect to the payment of expenses shall be conclusive upon the beneficiaries.

Section 9.13 Purchase of Assets from and Loans to My Probate Estate

Upon my death, my Trustee is authorized to purchase and retain in the form received, as an addition to the trust, any property that is a part of my probate or trust estate. In addition, my Trustee may make loans, with or without security, to my probate or trust estate. My Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this Section.

Notwithstanding anything in this agreement to the contrary, my Trustee shall not have the power to use any trust property for the benefit of my estate if doing so would cause such assets to be deemed available resources for Medicaid eligibility or Medicaid estate recovery purposes.

Further, notwithstanding anything in this agreement to the contrary, my Trustee shall not have the power to use any trust property for the benefit of my estate as defined in Section 20.2042-1(b) of the Treasury Regulations, unless such property is included in my gross estate for federal estate tax purposes.

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Section 9.14 Qualified Tuition Programs

My Trustee may purchase tuition credits or certificates or make contributions to an account in one or more qualified tuition programs as defined under Section 529 of the Internal Revenue Code on behalf of a beneficiary for the purpose of meeting the qualified higher education expenses of the beneficiary. With respect to an interest in any qualified tuition program, my Trustee is authorized to act as contributor (or similar designation given to the person who maintains control of an interest in the qualified tuition program) and take any and all actions to administer the interest, including, without limitation, the following:

To designate and change the designated beneficiary of the interest in the qualified tuition program;

To request withdrawals, both qualified and nonqualified;

To select among investment options and to reallocate funds in the interest in the qualified tuition program among different investment options;

To make rollovers to another qualified tuition program; and

To determine the allocation of any tax benefits or penalties to the beneficiaries of the trust.

Notwithstanding anything in this paragraph to the contrary, the designated beneficiary at all times must be a beneficiary of the trust from which the funds were distributed to establish the interest in the qualified tuition program. My Trustee's investment in a qualified tuition program shall not be considered a delegation of investment responsibility under any applicable statute or other law.

Section 9.15 Real Estate Powers

My Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve and in general deal in and with real property in such manner and on such terms and conditions as my Trustee deems appropriate.

My Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements, and abandon, any real property.

My Trustee may manage real estate in any manner that my Trustee deems best and shall have all other real estate powers necessary for this purpose.

My Trustee may enter into contracts to sell real estate. My Trustee may enter into leases and grant options to lease trust property even though the term of the agreement extends beyond the termination of any trusts established under this agreement and beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities. For such purposes, my Trustee may enter into any contracts, covenants and warranty agreements that my Trustee deems appropriate.

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Section 9.16 Residences and Tangible Personal Property

My Trustee may acquire, maintain and invest in any residence for the use and benefit of the beneficiaries, whether or not the residence is income producing and without regard to the proportion that the value of the residence may bear to the total value of the trust property and even if retaining the residence involves financial risks that trustees would not ordinarily incur. My Trustee may pay or make arrangements for others to pay all carrying costs of the residence, including, but not limited to, taxes, assessments, insurance, expenses of maintaining the residence in suitable repair, and other expenses relating to the operation of the residence for the benefit of the beneficiaries.

My Trustee may acquire, maintain and invest in articles of tangible personal property, whether or not the property is income producing, and may pay the expenses of the repair and maintenance of the property.

My Trustee shall have no duty to convert the property referred to in this Section to productive property except as required by other provisions of this agreement.

Other than my Principal Residence, my Trustee may permit any beneficiary to occupy any real property or use any personal property owned by the trust on terms or arrangements that my Trustee may determine, including rent free or in consideration for some or all of the carrying costs (such as taxes, insurance, maintenance, repairs, or other costs).

My Trustee shall have no liability for any depreciation or loss as a result of the retention of any property retained or acquired under the authority of this Section.

Section 9.17 Retention and Abandonment of Trust Property

My Trustee may retain, without liability for depreciation or loss resulting from retention, any property constituting the trust at the time of its creation, at the time of my death or as the result of the exercise of a stock option. My Trustee may retain property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.

My Trustee may hold property that is non-income producing or is otherwise nonproductive if holding the property is, in the sole and absolute discretion of my Trustee, in the best interests of the beneficiaries. On the other hand, my Trustee shall invest contributions of cash and cash equivalents as soon as reasonably practical after the assets have been acquired by the trust. My Trustee is permitted to retain a reasonable amount in cash or money market accounts in order to pay anticipated expenses and other costs and to provide for anticipated distributions to or for the benefit of a beneficiary.

My Trustee may abandon any trust property that my Trustee deems to be of insignificant value.

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Section 9.18 Securities, Brokerage and Margin Powers

My Trustee may buy, sell, trade and otherwise deal in stocks, bonds, investment companies, mutual funds, common trust funds, commodities, options and other securities of any kind and in any amount, including short sales. My Trustee may write and purchase call or put options, and other derivative securities. My Trustee may maintain margin accounts with brokerage firms and may pledge securities to secure loans and advances made to my Trustee or to or for the benefit of a beneficiary.

My Trustee may place all or any part of the securities held by the trust in the custody of a bank or trust company. My Trustee may have all securities registered in the name of the bank or trust company or in the name of its nominee. My Trustee may appoint the bank or trust company as the agent or attorney in fact to collect, receive, receipt for and disburse any income and generally to perform the duties and services incident to a custodian of accounts.

My Trustee may employ a broker-dealer as a custodian for securities held by the trust and may register the securities in the name of the broker-dealer or in the name of a nominee with or without the addition of words indicating that the securities are held in a fiduciary capacity. My Trustee may hold securities in bearer or uncertificated form and may use a central depository, clearing agency or book-entry system, such as The Depository Trust Company, Euroclear or the Federal Reserve Bank of New York.

My Trustee may participate in any reorganization, recapitalization, merger or similar transaction. My Trustee may exercise or sell conversion or subscription rights for securities of all kinds and description.

My Trustee may give proxies or powers of attorney that may be discretionary and with or without powers of substitution. My Trustee may vote or refrain from voting as to any matter.

Section 9.19 Settlement Powers

My Trustee may settle, by compromise, adjustment, arbitration or otherwise any and all claims and demands in favor of or against the trust. My Trustee may release or abandon any claim in favor of the trust.

Section 9.20 Limitation on My Trustee's Powers

All powers granted to my Trustee under this agreement or by applicable law shall be limited as set forth in this Section, unless explicitly excepted by reference to this Section.

(a) An Interested Trustee Limited to Ascertainable Standards

An Interested Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal, or the termination of the trust to or for the benefit of a beneficiary, to the extent that the exercise of such discretion is other than for the health, education,

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maintenance or support of a beneficiary as described under Sections 2041 and 2514 of the Internal Revenue Code.

(b) No Distributions in Discharge of Certain Legal Obligations

My Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of my Trustee, including the obligation of support.

If a beneficiary or any other person has the power to remove a Trustee, that Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the person having the power to remove my Trustee, including that person's obligation of support.

(c) Purchase of Real Estate

If my Trustee uses funds of the Nongrantor Trust to purchase a Principal Residence, then such real property becomes property of the Residence Trust and may not be held in the Nongrantor Trust.

(d) Insurance Policy on the Life of My Trustee

If the trust holds a policy that insures the life of my Trustee, my Trustee shall have no right to exercise any powers or rights with respect to the policy. A Cotrustee serving under this agreement shall exercise the powers and rights with respect to the policy.

If the insured Trustee is the only Trustee, then an Independent Special Trustee designated under Section 2.09 shall exercise the powers and rights with respect to the policy.

If any rule of law or court decision construes the ability of the insured Trustee to name an Independent Special Trustee as an incident of ownership of the policy, then a majority of the then current mandatory and discretionary income beneficiaries (excluding the insured Trustee if he or she is a beneficiary) shall select the Independent Special Trustee.

(e) Insurance Policy on a Beneficiary's Life

If the trust holds a policy that insures the life of a beneficiary, the beneficiary (acting individually or as Trustee) shall have no power over the policy, the cash value of the policy, or the proceeds of the policy. The intent of this denial of power is to prevent an insured beneficiary from having a power that would constitute an incident of ownership of the policy.

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The limitations of this subsection shall not apply if the proceeds of the policy would, upon the death of the beneficiary, otherwise be included in the gross estate of the beneficiary for federal estate tax purposes.

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Article Ten
General Provisions

Section 10.01 Maximum Term for Trusts

Pursuant to Idaho law, the rule against perpetuities does not apply to any trust created under this agreement. However, if for any reason the rule against perpetuities does apply, then this Section controls the maximum term for trusts.

Notwithstanding any other provision of this agreement to the contrary (except for the preceding paragraph), unless terminated earlier under other provisions of this agreement, each trust created under this agreement terminates 21 years after the last to die of the descendants of my maternal and paternal grandparents, who are alive at the relevant time.

At that time, the remaining trust property will vest in and be distributed to the persons then entitled to receive mandatory distributions of net income of the trust and in the same proportions to which they are entitled to receive the net income. If no beneficiary is entitled to receive mandatory distributions of net income, then the remaining trust property will vest in and be distributed to the beneficiaries then entitled to receive discretionary distributions of net income of the trust, in equal shares.

Section 10.02 Spendthrift Provision

Neither the income nor the principal of any trust created under this agreement may be assigned, anticipated, encumbered, alienated, or otherwise voluntarily transferred in any manner by any beneficiary. In addition, neither the income nor the principal of any trust created under this agreement is subject to attachment, bankruptcy proceedings or any other legal process, to the interference or control of creditors or others, or otherwise subject to any involuntary transfer.

This section does not restrict a beneficiary's right to disclaim any interest or the exercise of any power of appointment granted in this agreement.

Section 10.03 Contest Provision

If, after receiving a copy of this Section, any person, in any manner, directly or indirectly, attempts to contest or oppose the validity of this agreement (including any amendment to this agreement), or commences, continues, or prosecutes any legal proceeding to set this agreement aside, then such person shall forfeit his or her share, cease to have any right or interest in the property, and shall, for purposes of this agreement be deemed to have predeceased me.

Section 10.04 Survivorship Presumption

If a beneficiary dies within 30 days after my death, then the beneficiary will be deemed to have predeceased me for purposes of this agreement.

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Section 10.05 Changing the Governing Law and Situs of Administration

My Trust Protector may, at any time, change the governing law of the trust, remove all or any part of the property or the situs of administration of the trust from one jurisdiction to another, or both. My Trust Protector may elect, by filing an instrument with the trust records, that the trust will thereafter be construed, regulated and governed as to administration by the laws of the new jurisdiction. My Trust Protector may take action under this Section for any purpose my Trust Protector deems appropriate, including the minimization of any taxes in respect of the trust or any beneficiary of such trust, and may do so with or without providing notice to any beneficiary.

If necessary, or if deemed advisable by my Trust Protector, my Trust Protector will appoint an Independent Trustee to serve as trustee in the new situs.

If necessary, and if my Trust Protector does not appoint an Independent Trustee within 30 days of my Trust Protector's action to change the governing law or situs of the trust, the beneficiaries entitled to receive distributions of net income under the trust may, by majority consent, appoint a corporate fiduciary in the new situs. If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

Section 10.06 Definitions

For purposes of this agreement, the following terms have the following meanings:

(a) Adopted and Afterborn Persons

A legally adopted person in any generation and his or her descendants, including adopted descendants, has the same rights and shall be treated in the same manner under this agreement as would children born of the adopting parent, provided such person is legally adopted prior to attaining the age of 18 years. A person is deemed to be legally adopted if the adoption was legal in the jurisdiction in which it occurred at the time that it occurred.

A fetus in utero that is later born alive shall be considered a person in being during the period of gestation.

(b) Agreement

The term "this agreement" means this trust agreement and includes all trusts created under the terms of this trust agreement.

(c) Descendants

The term "descendants" means the lineal descendants of all generations of the identified person, and includes children whose relationships with their parents arose from any of the following:

(i) natural birth;

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(ii) legal adoption;

(iii) court declaration of parentage; and

(iv) recognition of parent-child relationship by state law for children born during a domestic partnership, civil union, or marriage.

(d) Education

The term "education" is intended to be an ascertainable standard in accordance with Section 2041 and Section 2514 of the Internal Revenue Code and includes, but is not limited to:

(i) enrollment at private elementary, junior and senior high school including boarding school;

(ii) undergraduate and graduate study in any field at a college or university;

(iii) specialized, vocational or professional training or instruction at any institution, including private instruction;

(iv) computer-based training (also referred to as e-learning, Internet-based training, or web-based training), including all forms of electronically supported learning and teaching, including educational technology, whether out-of-classroom or in-classroom education, and supplied via technology applications and processes such as web-based learning, computer-based learning, virtual educational opportunities, and digital collaboration; and

(v) any other curriculum or activity that my Trustee may deem useful for developing the abilities and interests of a beneficiary including, without limitation, athletic training, musical instruction, theatrical training, the arts and travel.

The term "education" also includes distributions made by my Trustee for expenses such as tuition, room and board, fees, books and supplies, tutoring, transportation, and a reasonable allowance for living expenses.

(e) Incapacity

Except as otherwise provided in this agreement, a person is deemed incapacitated in any one of the following circumstances.

(1) The Opinion of a Licensed Physician

An individual is deemed incapacitated whenever, in the opinion of a licensed physician, the individual is unable to effectively manage his or her property or financial affairs,

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whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause.

An individual is deemed restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

(2) Court Determination

An individual is deemed incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent or legally incapacitated.

(3) Disappearance, Absence, or Detention

An individual is deemed incapacitated whenever, in my Trustee's sole and absolute discretion, he or she cannot effectively manage his or her property or financial affairs due to disappearance, absence, or detention (including incarceration).

A person's disappearance, absence, or detention (including incarceration), may be established by an affidavit of my Trustee describing the relevant circumstances. A third party dealing in good faith with my Trustee may rely on the affidavit as conclusive evidence of incapacity.

(f) Income Beneficiary

The term "income beneficiary" means any beneficiary who is then entitled to receive distributions of the net income of the trust, whether mandatory or discretionary.

(g) Independent Trustee

The term "Independent Trustee" means a Trustee who is not an Interested Trustee as defined in subsection (h) and includes an Independent Special Trustee appointed under the provisions of Section 2.09. Whenever a power is granted exclusively to an Independent Trustee or the phrase "other than an Interested Trustee" is used (or similar prohibitive language), then the power or discretion may be exercised only by an Independent Trustee.

(h) Interested Trustee

The term "Interested Trustee" means a Trustee who (1) is a transferor or beneficiary; (2) is related or subordinate to a transferor or beneficiary; (3) can be removed and replaced by a transferor with either the transferor or a party who is related or subordinate to the transferor; or (4) can be

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removed and replaced by a beneficiary with either the beneficiary or a party who is related or subordinate to the beneficiary.

For purposes of this subsection, (1) "transferor" means a person who transferred property to the trust, including a person whose disclaimer resulted in property passing to the trust; (2) "beneficiary" means a person who is or in the future may be eligible to receive income or principal from the trust pursuant to the terms of the trust, even if such person has only a remote contingent remainder interest in the trust, but not if the person's only interest is as a potential appointee under a power of appointment; and (3) "related or subordinate" means related or subordinate within the meaning of Section 672(c) of the Internal Revenue Code.

(i) Internal Revenue Code and Treasury Regulations

References to the "Internal Revenue Code" or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and the corresponding Treasury Regulations, if any. References to the "Treasury Regulations" are to the Treasury Regulations under the Internal Revenue Code in effect from time to time. If a particular provision of the Internal Revenue Code is renumbered, or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference is deemed to be made to the renumbered provision or to the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this agreement. The same rule applies to references to the Treasury Regulations.

(j) Lifetime Beneficiary or Lifetime Beneficiaries

The term "Lifetime Beneficiary" or "Lifetime Beneficiaries" means one or more of those beneficiaries that are identified as such in Section 1.07.

(k) Per Stirpes

Whenever a distribution is to be made to a person's descendants "per stirpes," the distribution will be divided into as many equal shares as there are then-living children of the person and deceased children of the person who left then-living descendants. Each then-living child will receive one share and the share of each deceased child will be divided among such child's descendants in the same manner.

(l) Primary Beneficiary

The primary beneficiary of a trust created under this agreement is the oldest income beneficiary of that trust unless some other individual is specifically designated as the primary beneficiary of that separate trust.

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(m) Principal Residence

Other than real property identified by the Trustee as not being my Principal Residence, the term "Principal Residence" means the real property (including condominiums or the shares of a cooperative apartment) held by this trust that meets any of the following criteria:

(i) it is my principal residence for purposes of Section 121 of the Internal Revenue Code, as further clarified by Section 1.121-1(b) of the Treasury Regulations, or any successor code or regulation;

(ii) it is my principal residence for Department of Veterans Affairs pension benefits purposes; or

(iii) it is the real property identified by the Trustee as my Principal Residence.

There can only be one Principal Residence. If the trust holds more than one parcel of real property that qualifies as a Principal Residence under (i), (ii), or (iii), then the Principal Residence is the parcel identified by the Trustee as the Principal Residence.

(n) Shall and May

Unless otherwise specifically provided in this agreement or by the context in which used, I use the word "shall" in this agreement to command, direct or require, and the word "may" to allow or permit, but not require. In the context of my Trustee, when I use the word "may" I intend that my Trustee may act in my Trustee's sole and absolute discretion unless otherwise stated in this agreement.

(o) Supplemental Needs Person

The term "Supplemental Needs Person" means a person who:

(i) is disabled; or

(ii) is receiving, or is eligible to receive, assistance or other benefits under a means-based government program (such as Medicaid or Supplemental Security Income).

As used above, the term "disabled" means disabled as defined in United States Code Title 42, Section 1382c(a)(3), or under Idaho law related to means-based government programs.

As used above, the term "assistance" means assistance or medical assistance as defined in United States Code Title 42, Section 1396d(a), or under Idaho law related to means-based government programs.

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(p) Trust

The terms "trust," "my trust," "this trust," "this agreement," and similar terms refer to this agreement and all trusts created under the terms of this agreement.

(q) Trustee

The terms "Trustee" and "my Trustee" refer to the Trustees named in Article One, entitled "Establishing My Trust," and to any successor, substitute, replacement, or additional person, corporation or other entity that is from time to time acting as the Trustee of any trust created under the terms of this agreement. The term "Trustee" refers to singular or plural as the context may require.

(r) Trustmaker

The term "Trustmaker" has the same legal meaning as "Grantor," "Settlor," "Trustor," or any other term referring to the maker of a trust.

(s) Trust Estate and Trust Property

The terms "trust estate" and "trust property" mean all property (income and principal) held by my Trustee under this agreement, including all property that my Trustee may acquire from any source.

Section 10.07 General Provisions and Rules of Construction

The following general provisions and rules of construction apply to this agreement:

(a) Duplicate Originals

I may have executed any number of counterparts of this agreement, each of which is deemed to be an original. Any person may rely upon a copy of this agreement certified under oath by my Trustee to be a true copy, to the same effect as if it were an original.

(b) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context.

(c) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and subsections used within this agreement are included solely for the convenience and reference of the reader. They have no significance in the interpretation or construction of this agreement.

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(d) Governing Law

Unless the Situs of Administration is changed as provided in Section 10.05, Idaho law governs the validity and construction of this agreement.

(e) Notices

Unless otherwise stated, whenever this agreement calls for notice, the notice must be in writing and personally delivered with proof of delivery, or mailed postage prepaid by certified mail, return receipt requested, to the last known address of the party requiring notice. Notice is effective on the date personally delivered or on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice shall be effective on the date it would normally have been received via certified mail. If notice is required to be given to a minor or incapacitated individual, notice must be given to the parent or legal representative of the minor or incapacitated individual.

(f) Severability

The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.

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Trustmaker and Trustee

I hereby execute this agreement on November 9, 2016.

I certify that I have read this agreement, that I understand it, and that it correctly states the provisions under which the trust property is to be administered and distributed by my Trustee.

Zella A. Yergen

Zella A. Yergen, Trustmaker

STATE OF IDAHO)
) ss.:
COUNTY OF ADA)

On this day, November 9, 2016, before me personally appeared Zella A. Yergen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.

[Seal]

Patricia E. Paz

Patricia E. Paz, Notary Public
453 S. Fitness Plaza
Eagle, ID 83616
My commission expires 3/19/2019

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Norman L. Yergen, Trustee

STATE OF CALIFORNIA)
) ss.:
COUNTY OF _____)

On this day, _____, 2016, before me personally appeared Norman L. Yergen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.

[Seal]

see attached

_____
Notary Public
My commission expires: _____

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California All-Purpose Acknowledgment

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

County of Riverside

On 12/14/16 before me, Dalia Y Cervantes, notary public, personally appeared ***Norman L Yergen***, 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)

DALIA Y. CERVANTES
Commission # 2138863
Notary Public - California
Riverside County
My Comm. Expires Jan 1, 2020

Optional

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

Description of Attached Document

Title or Type of Document: Idaho Estate Planning

Document Date: November 9, 2016 # of Pages: 1

Signer(s) Other Than Named Above: _____

Schedule A

Ten Dollars Cash

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IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

May 19, 2026

YERGEN FAMILY TRUST
4531 EMERSON ST
RIVERSIDE CA 92506-2077

Re: Change in Ownership for Water Right No(s): 67-4495

Dear Water Right Holder(s):

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

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 208-287-4978.

Sincerely,

Petula Lee
Technical Records Specialist 1

Enclosure(s)

COPY