

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

✓ RECEIVED

JUN 30 2026

DEPT OF WATER RESOURCES
SOUTHERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
36-2114	Yes ☐	Yes ☐	36-4037	Yes ☐	Yes ☐
36-7363B	Yes ☐	Yes ☐		Yes ☐	Yes ☐
36-4038	Yes ☐	Yes ☐		Yes ☐	Yes ☐
36-7283	Yes ☐	Yes ☐		Yes ☐	Yes ☐
36-7289	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: George Vandervegt Testamentary Trust
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): George Vandervegt Irrevocable Trust (Jenise Martens - Trustee)
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 530 Wildrose Loop Twin Falls ID 83301
Mailing address City State Zip
- 208-539-2465
Telephone
- Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 5/17/2022
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
- o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☐ Filing fee (see instructions for further explanation): N/A (name change of trust)
- o \$25 per undivided water right.
- o \$100 per split water right.
- o No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9

8. Signature: Jenise Martens Trustee 6/29/26
Signature of new owner/claimant Title, if applicable Date

Jenise Martens
Print name

SUPPORT DATA
IN FILE # 36-2114

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

Print name

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. N/A Receipt Amt. _____

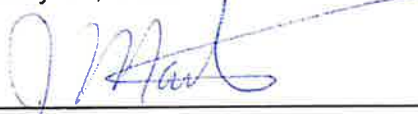
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by JM Date 7/7/2026

ACCEPTANCE OF TRUSTEE APPOINTMENT

I, Jenise Martens, individually, accept my nomination and appointment as the Trustee ("Trustee") of the George VanderVegt Irrevocable Trust ("Trust") under agreement dated May 17, 2022, as modified ("Trust Agreement"), and all the rights, powers, authorities, duties and obligations related thereto, incidental thereto and attendant therewith as set forth under the Trust Agreement and Idaho law. I acknowledge and accept the Trust and its assets. I warrant, covenant and agree to abide by the Trust Agreement and Idaho law. I will perform the duties and responsibilities of the Trustee office to the best of my abilities according to the Trust Agreement and Idaho law. This instrument shall in all respects be governed by, and construed pursuant to, the laws of the State of Idaho, including, without limitation, as to all matters of construction, validity and performance, but without giving effect to the conflict of laws provisions thereof.

Dated: May 27, 2026



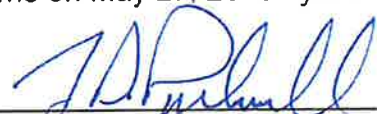
JENISE MARTENS

STATE OF IDAHO)
) ss.
COUNTY OF TWIN FALLS)

This record was acknowledged before me on May 27, 2026 by Jenise Martens.

(SEAL)





NOTARY PUBLIC
My commission expires: 08/09/29

CERTIFICATION OF TRUST

This Certification of Trust dated this 27th day of May, 2026 is for the George VanderVegt Irrevocable Trust under agreement dated May 17, 2022, as modified ("Trust"). Pursuant to the Idaho Uniform Trustees' Powers Act, without limitation, I.C. § 68-115, Jenise Martens, Trustee under terms of the Trust, certifies the following information:

(1) The Trust exists, and it is operating and binding under the George VanderVegt Irrevocable Trust Agreement dated May 17, 2022, as modified by the Trust Protector Authority Exercise Agreement dated May 18, 2022 and the Nonjudicial Settlement Agreement dated May 27, 2026 (collectively, "Trust Agreement").

(2) The Trust is governed by the laws of the State of Idaho.

(3) George VanderVegt was the deemed Settlor of the Trust, and he is deceased.

(4) Jenise Martens is the currently acting Trustee, and her address is 530 Wildrose Loop, Twin Falls, ID 83301.

(5) The Trustee has all the powers and restrictions of a Trustee conferred by, and set forth under, the common law, the applicable statutes and the Trust Agreement, including, without limitation, the following:

To establish or close any type of account at any regulated financial services institution; to deposit Trust funds in any such account, in any amount, for any period of time, including, without limitation, unlimited, and with or without interest; to withdraw from any such account, any amount, including, without limitation, the whole thereof, and subject to such restrictions upon withdrawal as the Trustee may agree; any Trustee may sign on any such account without a Co-Trustee's signature, unless the signature card shall expressly provide otherwise.

To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, and regardless of whether held, managed and administered by a Trustee affiliate, direct or indirect, including, without limitation, bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, limited liability companies and similar entities, real estate and any interest in real estate, whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.

NONJUDICIAL SETTLEMENT AGREEMENT

THIS NONJUDICIAL SETTLEMENT AGREEMENT ("Agreement") is made and entered into effective the 27th day of May, 2026 by and between Jenise Martens ("Jenise") and Ray VanderVegt ("Ray"), the remainder beneficiaries ("Beneficiaries") of the George VanderVegt Irrevocable Trust under agreement dated May 17, 2022, as modified ("Trust"), and Allison M. Harder ("Allison"), the Trustee of the Trust ("Trustee"). The Beneficiaries and the Trustee may be referred to collectively as the "Parties" and individually as a "Party". All defined terms are designated, unless the context requires otherwise.

RECITALS

WHEREAS, George VanderVegt was the deemed Settlor of the Trust, and he is deceased;

WHEREAS, the Trust exists, and it is operating and binding under the George VanderVegt Irrevocable Trust Agreement dated May 17, 2022, as modified by the Trust Protector Authority Exercise Agreement dated May 18, 2022 (collectively, "Trust Agreement");

WHEREAS, Allison desires to resign as the Trustee, and, as a result thereof, the Parties desire to nominate and appoint Jenise to replace Allison as the Trustee; and

WHEREAS, the Parties further desire to nominate and appoint Ray to serve as the Trustee if Jenise is unable or unwilling to serve as the Trustee for any reason.

NOW, THEREFORE, in consideration of the foregoing and pursuant to Idaho law, without limitation, the Idaho Trust and Estate Dispute Resolution Act, in particular, I.C. §§ 15-8-301 through 15-8-305, the Parties agree:

1. The initial paragraph and the recitals are incorporated into this Agreement by reference.
2. Allison resigns as the Trustee effective immediately, without qualification, restriction or limitation, subject to the fulfillment, effectuation and satisfaction of this Agreement.
3. Jenise is nominated and appointed to serve as the Trustee.
4. Allison shall deliver all the Trust assets, books and records in her possession to Jenise upon Jenise's acceptance of the Trust and her Trustee appointment. Jenise shall have all the rights, powers, authorities, duties, obligations and restrictions of a Trustee conferred by, and set forth under, the Trust Agreement and Idaho law. Jenise shall not be held liable for any breach, default, act, omission, loss, expense, cost, debt,

liability or damage arising from, relating to or associated with any prior Trustee act or omission.

5. Ray is nominated and appointed to serve as the Trustee if Jenise is unable or unwilling to serve as the Trustee for any reason.

6. The Trust Agreement is deemed modified to the extent necessary and advisable to accomplish and effectuate the provisions of this Agreement and to otherwise achieve the spirit, intent and purpose of this Agreement. The Trust Agreement shall be read, interpreted, construed and enforced consistent with this Agreement. The Trust and its assets shall be governed by and administered pursuant to this Agreement and the Trust Agreement henceforth and hereafter, with any irreconcilable difference resolved in favor of this Agreement. The Trustee is granted all the rights, powers, authorities and privileges necessary and advisable to effectuate and fulfill the interests, titles, directives and authorities set forth in this Agreement.

7. The Beneficiaries waive, release and will forbear from asserting any right to receive reports or notices pertaining to the administration of the Trust under Idaho law, without limitation, I.C. § 15-7-303, and under the Trust Agreement.

8. Pursuant to Idaho law, without limitation, I.C. §§ 15-8-302 and 15-8-207, no notice of any filing of this Agreement or any hearing thereon is required to be given to the Parties because the Parties waive and release such notice requirement.

9. No special representative has been appointed pursuant to I.C. § 15-8-305. No discharge of a special representative is required.

10. This Agreement binds the Parties and their heirs, devisees, legatees, beneficiaries, representatives, successors, assigns and any other transferee or agent of them. The doctrine of virtual representation applies, with this Agreement binding on all persons claiming by, through and under the Parties.

11. Each Party makes and enters into this Agreement freely, voluntarily, under no undue influence or duress, and with full knowledge, appreciation and comprehension of its ramifications.

12. ALLISON ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT: (a) THIS AGREEMENT HAS BEEN PREPARED BY POPPLEWELL LAW FIRM, PLLC, AN IDAHO PROFESSIONAL LIMITED LIABILITY COMPANY ("FIRM"), (b) THE FIRM EXCLUSIVELY REPRESENTS THE BENEFICIARIES AS TO THIS AGREEMENT, (c) THE FIRM DOES NOT REPRESENT HER AS TO THIS AGREEMENT, (d) SHE HAS HAD A SUFFICIENT OPPORTUNITY TO RETAIN INDEPENDENT LEGAL COUNSEL TO ADVISE HER AND TO EXPLAIN THE CONTENTS, EFFECTS AND RAMIFICATIONS OF THIS AGREEMENT AND (e) SHE WAIVES AND RELEASES ANY CONFLICT OF INTEREST THAT MAY EXIST AS RESULT OF THE FIRM PREPARING THIS AGREEMENT.

13. This Agreement shall in all respects be governed by, and construed pursuant to, the laws of the State of Idaho, including, without limitation, as to all matters of construction, validity and performance, but without giving effect to the conflict of laws provisions thereof.

14. The Parties consent to the jurisdiction of the Fifth Judicial District Court of Twin Falls County, Idaho.

15. Unless the context requires otherwise, words denoting the singular may be construed as plural, and words denoting the plural may be construed as singular. Words of gender may be construed as denoting another gender (including, without limitation, nongender such as "it") as is appropriate within the context. If the context permits, the conjunctive shall be read, interpreted and construed to include the disjunctive, and the disjunctive shall be read, interpreted and construed to include the conjunctive.

16. The invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other Agreement provision. If a court of competent jurisdiction determines any Agreement provision is invalid or unenforceable, then the remaining Agreement provisions shall be read, interpreted and construed as if such invalid or unenforceable Agreement provision had never been included.

17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Use of facsimile, e-mail or other electronic medium shall have the same force and effect as an original signature.

18. This Agreement constitutes the entire understanding and agreement of the Parties regarding the subject matter of this Agreement and supersedes all prior agreements and understandings, inducements and conditions, expressed and implied, written and oral, between the Parties regarding the subject matter of this Agreement.

19. Any Agreement term may be amended, and the observance of any Agreement term may be waived or released, only as set forth in a writing to that effect executed by the Parties.

20. Upon a Party's written request, and without the payment of any consideration, the Party receiving the request shall duly execute, acknowledge and deliver all such documents, and shall take any further actions consistent with this Agreement, as may be reasonably requested by the Party making the request, to further effectuate and otherwise satisfy the spirit, intent and purpose of this Agreement.

21. Each Party shall be solely responsible for all the expenses it incurs relating in and to the preparation, negotiation and execution of this Agreement, including, without limitation, the fees and expenses of its legal, accounting and financial advisors.

22. If any legal action or other proceeding is brought to enforce this Agreement or any portion of it, resulting from or relating to a dispute, breach, default or misrepresentation in connection with the obligation of any Party, then the prevailing Party shall be entitled to recover reasonable attorney fees and related costs in addition to any other proper relief.

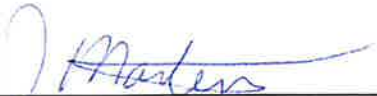
23. No Party shall be deemed to have had the responsibility of drafting this Agreement if this Agreement is to be read, interpreted or construed at any time.

24. Any notice shall be in writing and may be hand-delivered, sent by recognized overnight courier or mailed, postage prepaid, certified mail, return receipt requested. If any notice is hand-delivered, then it shall be deemed given upon delivery. If any notice is sent by recognized overnight courier, then it shall be deemed given upon delivery. If any notice is mailed, then it shall be deemed given upon the earlier of actual receipt or on the 3rd calendar day after deposit in the U.S. Mail. A Party may change its address for notice by sending notice to the other Parties pursuant to this paragraph 24.

25. The Parties intend to resolve their disputes expeditiously and in a financially-reasonable manner. The Parties shall meet personally and directly and in good faith to discuss how to proceed with dispute resolution and with that purpose and intent in mind. Any dispute between the Parties or any other controversy or claim shall be submitted to and resolved by binding arbitration in the State of Idaho. Such arbitration shall be conducted upon the request of any Party, before a single arbitrator, selected by the Parties, or, failing agreement on the choice of an arbitrator within 30 calendar days of service of written demand for arbitration, by an arbitrator designated under the Idaho Uniform Arbitration Act. Once the arbitrator is selected, but as a condition precedent to proceeding with arbitration, the Parties shall engage in a good-faith best efforts basis in direct face-to-face negotiations, and if resolution by negotiation is not achieved within 45 calendar days after the selection of the arbitrator, then mediation, and if resolution by mediation is not achieved within 135 calendar days after the selection of the arbitrator, then arbitration. Such arbitration shall be pursuant to the laws of the State of Idaho, conducted pursuant to the Idaho Uniform Arbitration Act and subject to such rules of the Idaho Rules of Civil Procedure as the arbitrator may determine advisable in its sole and absolute discretion. The arbitration shall be conducted within 120 calendar days of the failed resolution by mediation, and the arbitrator shall render its decision within 45 calendar days after the conclusion of such arbitration. The foregoing dispute resolution provisions shall survive the termination of this Agreement. The decision of the arbitrator shall be final and binding upon the Parties and enforceable in a court of competent jurisdiction.

[signatures on following page]

IN WITNESS WHEREOF, the Parties make and enter into this Agreement effective as of the date provided above.



JENISE MARTENS, Beneficiary

RAY VANDERVEGT, Beneficiary


ALLISON M. HARDER, Trustee

IN WITNESS WHEREOF, the Parties make and enter into this Agreement effective as of the date provided above.

JENISE MARTENS, Beneficiary



RAY VANDERVEGT, Beneficiary

ALLISON M. HARDER, Trustee

CERTIFICATION OF TRUST

This Certification of Trust dated effective the 18th day of May, 2022 is for the George VanderVegt Irrevocable Trust under agreement dated May 17, 2022, as modified ("Trust"). Pursuant to the Idaho Uniform Trustees' Powers Act, without limitation, I.C. § 68-115, Allison M. Harder, Trustee under terms of the Trust, certifies the following information:

(1) The Trust exists, and it is operating and binding under the George VanderVegt Irrevocable Trust Agreement dated May 17, 2022, as modified by the Trust Protector Authority Exercise Agreement dated May 18, 2022 (collectively, "Trust Agreement").

(2) The Trust is governed by the laws of the State of Idaho.

(3) George VanderVegt is the deemed Settlor of the Trust. George VanderVegt is deceased.

(4) Allison M. Harder is the currently acting Trustee, and her address is 1587 E. 3100 S., Wendell, ID 83355.

(5) The Trustee has all of the powers and restrictions of a Trustee conferred by, and set forth under, the common law, the applicable statutes and the Trust Agreement's provisions, including, without limitation, the following:

To establish or close any type of account at any regulated financial services institution; to deposit Trust funds in any such account, in any amount, for any period of time, including, without limitation, unlimited, and with or without interest; to withdraw from any such account, any amount, including, without limitation, the whole thereof, and subject to such restrictions upon withdrawal as the Trustee may agree; any Trustee may sign on any such account without a Co-Trustee's signature, unless the signature card shall expressly provide otherwise.

To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, and regardless of whether held, managed and administered by a Trustee affiliate, direct or indirect, including, without limitation, bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, limited liability companies and similar entities, real estate and any interest in real estate, whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.

6/2/22

GEORGE VANDERVEGT IRREVOCABLE TRUST AGREEMENT

THIS TRUST AGREEMENT is made and entered into effective the 17th day of May, 2022 ("Trust") by **PEAK TRUST COMPANY – NV**, a Nevada corporation, doing business as "Peak Trust Company", as the Trustee ("Trustee") of the George VanderVegt Testamentary Trust under terms of the Last Will and Testament of George VanderVegt dated February 19, 1974, as modified ("Original Trust"), pursuant to Nevada law, without limitation, NRS § 163.556. "Trustee" used throughout this Trust shall mean the Trustee as named in this Trust, or the duly selected and appointed Successors as specified in this Trust. The Trust shall be known as the "George VanderVegt Irrevocable Trust", or by such other name as may be designated by the Trustee from time to time. All defined terms are set forth in Section G or are otherwise designated in this Trust, unless the context requires otherwise.

SECTION A: **TRUST PURPOSE, IRREVOCABILITY, TRUST ESTATE AND FAMILY STATUS.**

A.1. Trust Purpose.

A.1.(a) This Trust is primarily for the benefit of **IRENE VANDERVEGT GIBSON**, formerly known as Irene VanderVegt, individually ("Primary Beneficiary"). This Trust is established to protect and preserve the Trust Estate, and the Trustee shall collect income and make distributions of net income and principal as set forth in this Trust.

A.1.(b) This Trust is intended to accomplish the following:

- (i) Ensure that the VanderVegt family legacy is maintained.
- (ii) Maintain control of the Trust Estate during this Trust's duration.
- (iii) Continue the ownership of the Trust Estate by the Trustee.
- (iv) Facilitate the distribution of the Trust Estate pursuant to the distributive intent as expressed and set forth in this Trust.
- (v) Preserve harmony among the beneficiaries.
- (vi) Avoid the expense and problems of litigation as to administration affairs.
- (vii) Protect the Trust Estate from any claim of any creditor of any beneficiary.

(viii) Facilitate the administration and reduce the costs associated with (A) probating a beneficiary's estate and (B) a beneficiary's incapacity.

A.2. Irrevocability. This Trust and all of the trust shares created under this Trust shall be **IRREVOCABLE**. No person shall have any right, power or authority to amend or revoke, in whole or in part, this Trust or any trust share created under this Trust under any circumstance at any time. The Trustee is explicitly authorized and directed to vigorously defend, at the Trust Estate's expense, any attempt to amend or revoke this Trust or any trust share created under this Trust. Notwithstanding the foregoing, this Section A.2. is subject to Section F.7.

A.3. Trust Estate. The Original Trust was established pursuant to the Last Will and Testament of George VanderVegt dated February 19, 1974 as a result of the death of **GEORGE VANDERVEGT** ("**GEORGE**"), and the remaining assets of the Estate of George VanderVegt, Deceased funded the Original Trust. In conjunction with this Trust's establishment, the Original Trust's property, including, without limitation, its net income and principal and any subsequently discovered assets thereof, has been appointed from the Original Trust to the Trustee pursuant to Nevada law, in particular, without limitation, NRS § 163.556, with this Trust being the "Second Trust" pursuant to NRS § 163.556 (20)(c). All property, including, without limitation, real property and tangible and intangible personal property, conveyed to the Trustee, by lifetime transfers or probate or non-probate transfers, along with all income and accretion from such property and appreciation in the value of such property, shall constitute the "Trust Estate". A reference to the Trust Estate shall include the income and principal of each trust share created pursuant to this Trust if the context so requires. Actual legal documents shall control the property that is part of the Trust Estate. The Trust Estate shall be held in trust and administered and distributed pursuant to this Trust.

A.4. Family Status. The Primary Beneficiary is the surviving spouse of **GEORGE. JENISE MARTENS** ("**JENISE**"), **RAY VANDERVEGT** ("**RAY**") and **STEVE VANDERVEGT** ("**STEVE**") are the adult children of the Primary Beneficiary and **GEORGE. GEORGE** died without any other children.

SECTION B: DISPOSITION OF TRUST ESTATE.

The Trust Estate shall be held, administered and distributed as follows:

B.1. Mandatory Distributions. All of the Trust's net income shall be distributed to or for the benefit of the Primary Beneficiary, in convenient installments, at least quarterly, during the Primary Beneficiary's lifetime.

B.2. Discretionary Distributions. The Trustee may distribute to or for the benefit of the Primary Beneficiary none, any or all of the Trust's principal as the Trustee, in the Trustee's Discretion, deems advisable for the Primary Beneficiary's Health, Education, support and maintenance, after considering all of the income and other resources reasonably available to the Primary Beneficiary and reasonably known to the

Trustee. Notwithstanding the foregoing, no distribution shall be made to or for the benefit of the Primary Beneficiary that will discharge the Primary Beneficiary's legal support obligations.

B.3. Annual Noncumulative Discretionary Withdrawal Right. Each calendar year, the Primary Beneficiary, in her Discretion, may withdraw, during the final fourteen days of such calendar year, from the Trust's principal an amount not to exceed in the aggregate the greater of \$5,000 or 5% of the aggregate value of the Trust's principal at the time of the initial exercise that calendar year. The Trustee shall distribute such withdrawn principal upon the Primary Beneficiary giving written notice to the Trustee of her exercise of this withdrawal right; provided, however, that such notice is received by the Trustee during the fourteen-day withdrawal period. If such notice is not received by the Trustee during such time period, then the Primary Beneficiary's withdrawal right for such calendar year shall lapse to the extent unexercised. This is a noncumulative withdrawal right. There is no obligation to distribute the Trust's principal unless the Primary Beneficiary exercises this withdrawal right. This withdrawal right can be exercised only voluntarily. This withdrawal right may be exercised by the Primary Beneficiary's attorney-in-fact for financial decisions or the Primary Beneficiary's court-appointed guardian or conservator.

B.4. Nonproductive Property. Notwithstanding any contrary Trust provision, the Primary Beneficiary may at any time, by written notice delivered to the Trustee, require the Trustee either to make any nonproductive property of the Trust Estate productive or to convert such nonproductive property into productive property within a reasonable time.

B.5. Distribution of Remaining Trust Estate After Primary Beneficiary's Death. After the Primary Beneficiary's death, the remaining Trust Estate, after payment of Administration Expenses ("Remaining Assets"), shall be distributed to or held in trust for any issue of the Primary Beneficiary, with such powers and in such manner and proportions as the Primary Beneficiary may appoint by her Last Will and Testament ("Last Will") pursuant to Section C.2. Any amount of the Remaining Assets not effectively appointed pursuant to such testamentary special power of appointment shall be divided and distributed as follows:

50% to JENISE if she survives the Primary Beneficiary. If she does not survive the Primary Beneficiary, then this distribution shall lapse and such percentage interest shall be distributed to her issue who survive the Primary Beneficiary, By Representation.

50% to RAY if he survives the Primary Beneficiary. If he does not survive the Primary Beneficiary, then this distribution shall lapse and such percentage interest shall be distributed to his issue who survive the Primary Beneficiary, By Representation.

If neither a named beneficiary nor his or her issue survive the Primary Beneficiary, then such deceased beneficiaries' interests in the Remaining Assets shall lapse and such interests shall be distributed to the other named beneficiary, or his or her issue, as the case may be, taking under this Section B.5. in proportion to their interests under this Section B.5. If neither the named beneficiaries nor their issue survive the Primary Beneficiary, then this distribution shall lapse and the Remaining Assets shall be distributed to the Trustee of the Steve VanderVegt Irrevocable Trust under agreement dated December 28, 2020, and be held, administered and distributed pursuant to the terms thereof; provided, however, that **STEVE** or his issue survive the Primary Beneficiary. If neither **STEVE** nor his issue survive the Primary Beneficiary, then this distribution shall lapse and the Remaining Assets shall be distributed under Section B.7.

B.6. Postponement Trust. Any amount of the Trust Estate distributable to a beneficiary who has not attained 35 years of age shall be retained by the Trustee in a separate irrevocable trust for the beneficiary's benefit (hereinafter "Postponement Trust"). The Trustee may distribute to or for the benefit of the beneficiary none, any or all of the Postponement Trust's net income and principal as the Trustee deems advisable, in the Trustee's Discretion, for the beneficiary's Health, Education, support and maintenance, after considering his or her needs, other income and means of support and other circumstances and factors, adding to principal any net income not so distributed. When the beneficiary attains 25 years of age, the Trustee shall distribute to or for the benefit of the beneficiary one-third of the Postponement Trust's assets as then constituted. When the beneficiary attains 30 years of age, the Trustee shall distribute to or for the benefit of the beneficiary one-half of the Postponement Trust's assets as then constituted. When the beneficiary attains 35 years of age, the Trustee shall distribute to or for the benefit of the beneficiary the Postponement Trust's remaining assets. If the beneficiary dies prior to complete distribution of the Postponement Trust's remaining assets, then such remaining assets shall be distributed to or for the benefit of the beneficiary's issue who survive the beneficiary, By Representation, or, if none, then such distribution shall lapse and such remaining assets shall be distributed to or for the benefit of the beneficiary's heirs-at-law (excluding those heirs-at-law who are not **JENISE, RAY, JENISE's** issue or **RAY's** issue ("Exclusionary Terminology")) who survive the beneficiary, and the proportions they respectively take shall be determined according to the laws of descent and distribution of the applicable jurisdiction whose laws govern the Trust, provided, however, on a By Representation basis, or, if none, then such distribution shall lapse and such remaining assets shall be distributed under Section B.5., provided, however, that the beneficiaries provided for thereunder survive the beneficiary.

B.7. Contingent Distributions. If upon a natural person's death there is no beneficiary entitled to receive distribution of the remainder of the Trust Estate, then the remainder of the Trust Estate shall be distributed to or for the benefit of the Primary Beneficiary's heirs-at-law who survive the natural person, and the proportions they respectively take shall be determined according to the laws of descent and distribution of the applicable jurisdiction whose laws govern the Trust, provided, however, (a) on a

By Representation basis and (b) the Exclusionary Terminology shall not apply.

SECTION C: GENERAL PROVISIONS.

C.1. Spendthrift Provision. THIS SECTION C.1. SHALL BE CONSTRUED TO BE A MATERIAL PURPOSE OF THIS TRUST. The income, principal and other beneficial interests of any of the beneficiaries, including, without limitation, any separate trusts, subtrusts or other trust shares as defined in this Trust ("Trust Interest"), are held subject to this spendthrift provision and shall not be voluntarily or involuntarily available to pay for the debts of the beneficiaries prior to distribution to the beneficiaries. Neither the Trustee nor the beneficiaries shall have the voluntary or involuntary power or ability to sell, assign, hypothecate, anticipate, encumber or otherwise dispose of any Trust Interest. In addition, Trust Interests shall not be taken by execution in law, nor be reached by creditor's bill, garnishment or in any other manner at law or in equity by any person making any claim against a beneficiary.

C.2. Testamentary Special Power of Appointment Exercise. In the event that a testamentary special power of appointment (for this Section C.2., "TSPA") is exercised by any beneficiary to appoint assets over which he or she has a beneficial interest at death (for this Section C.2., such beneficiary is referred to as the "Appointor"), then the following additional provisions shall apply:

C.2.(a) Such TSPA shall be valid only if set forth in the Appointor's valid Last Will that specifically refers to such TSPA.

C.2.(b) The validity of the Appointor's Last Will is established after having been admitted to probate in any court of competent jurisdiction without being contested; if, however, the Last Will's validity is contested, its validity is established only after having been so adjudicated by a court of competent jurisdiction.

C.2.(c) A Trustee, with actual notice of an Appointor's unprobated Last Will containing a TSPA, shall defer distribution of the Trust Estate to which the TSPA may apply for six months from the Appointor's date of death. If the Last Will is not admitted to probate within six months from the Appointor's date of death, then the TSPA contained within it shall be deemed invalid, and the Trustee, subject to any contrary court order, may make any distribution without incurring additional liability therefor.

C.2.(d) The Trustee shall incur no additional liability for any distribution made prior to having actual notice of the existence of an Appointor's Last Will containing a TSPA.

C.2.(e) Notwithstanding any contrary Trust provision, an Appointor may not appoint any portion of the Trust Estate to satisfy the Appointor's legal support obligations. Further, notwithstanding any contrary Trust provision, no TPA shall extend or apply to any Retirement Assets beneficially owned by and held as part of the Trust Estate.

C.3. Rule Against Perpetuities and Code Section 2041(a)(3) Savings Clause. Notwithstanding any contrary Trust provision, this Trust shall not be read, interpreted or construed as causing the duration of any trust created under this Trust to extend beyond the duration period permitted by law applicable to the Original Trust. If the law applicable to the Original Trust requires that a trust terminate sooner than intended, then such trust shall terminate on the final day on which such trust can exist under applicable law, with the Trustee distributing such trust's remaining assets to the current beneficiary or beneficiaries thereof, and if there is more than one beneficiary, then in the proportion to which they are beneficiaries, or if no proportion is designated, then in equal shares to such beneficiaries. This Section C.3. shall be read, interpreted and construed consistent with the local rule against perpetuities applicable to the Original Trust, regardless of whether such local rule is expressed in terms of remoteness of vesting or in terms of suspension of the power of alienation or absolute ownership. This Section C.3. is included to prevent violation of the local rule against perpetuities applicable to the Original Trust. Notwithstanding any contrary Trust provision, if a future interest or trust is created by a special power of appointment's exercise, then the permissible period shall be computed from the time of the special power of appointment's creation, not its exercise, in order to avoid the application of Code Section 2041(a)(3).

C.4. Distribution of Secured Assets. Subject to any contrary Trust provision, any Trust Estate asset that is subject to any debt secured by or encumbering such asset shall be distributed to its beneficiary subject to such debt or encumbrance remaining at the time of distribution and shall not be exonerated from it.

C.5. Special Insurance Provisions.

C.5.(a) Trustee Rights. If insurance is purchased by the Trustee, then the Trustee shall be vested with all of the rights, titles, claims, benefits and interests in such coverages and is authorized and empowered to exercise and enjoy, for this Trust, as absolute owner of such insurance coverages, all of the options, benefits, rights and privileges pertaining to such insurance coverages, including, without limitation:

(i) The right to exercise all options, rights and elections, including optional investments, insurance amounts, premiums and optional modes of settlement, provided for such insurance coverages.

(ii) The right to assign all or part of such insurance coverages for this Trust's administration, or in exercising the powers granted to the Trustee or vested in the Trustee by operation of law.

(iii) The right to designate and change the beneficiary regarding such insurance coverages.

(iv) The right to receive any benefits provided by such insurance coverages.

(v) The right to demand, collect and receive all distributions, shares of surplus, dividends, deposits and additions apportioned to any insurance coverage.

(vi) The right to cancel or to surrender any aforesaid policy for the cash value or for extended term insurance, to elect to take paid-up insurance regarding any said policy or to permit any such policy to lapse.

(vii) The right to obtain and secure from the insurance company that had issued any such policy, such advances or loans for any such policy as may be available from time to time.

(viii) The right to pledge any such policy as security for the repayment of loans made to this Trust.

(ix) The right to acquire policy riders and endorsements available regarding any policy.

(x) With respect to any insurance coverage owned in part by the Trustee on a split-ownership basis, the Trustee, in its Discretion, may exercise all of those options, benefits, rights and privileges pertaining thereto, including those enumerated above, as shall apply to the portion of such insurance coverage owned by the Trustee and the remainder of such options, benefits, rights and privileges shall be exercisable by any other owner.

(xi) If required by any insurance company issuing a policy, to discharge said insurance company from any liability for any amounts paid to the Trustee, or under the Trustee's direction, and to agree that no such insurance company shall have any obligation to see to applying any such amounts so paid by it and to agree further that any such insurance company shall be fully protected in taking or permitting any action in reliance on any instrument or document executed by the Trustee, and that such insurance company shall incur no liability therefor.

C.5.(b) Premium Payments. If the Trust Estate is insufficient to pay premiums, then the Trustee shall be under no obligation to pay the premiums, dues, assessments or other charges that may become due regarding any insurance coverage, or to see that such payments are made. The Trustee has no obligation to notify any person that such payments are or will become due.

C.5.(c) Collection of Policy Proceeds. Upon the maturity of any insurance policy held in this Trust, the Trustee shall receive the sums as may be payable to the Trustee and shall hold or dispose of the same as provided for in this Trust. The Trustee may execute all necessary receipts and releases to the insurance

company or companies concerned. Upon being advised of the maturity of any insurance coverage owned by this Trust, the Trustee shall attempt to collect such sum as may be due the Trustee regarding such insurance coverage. The Trustee may institute proceedings at law, in equity or otherwise to enforce payment to it of any amounts due or to become due under any insurance policy, and the Trustee may do and perform any other acts and things that may be advisable in its Discretion to collect any sums that may be or become due to the Trustee under the terms of such insurance coverage; provided, however, that the Trustee shall not be required to enter into or maintain any litigation to enforce any such payment, unless the Trustee has sufficient funds available for that purpose and unless the Trustee has been indemnified to its satisfaction against all expenses and liabilities to which it may, in its Discretion, be subjected by any such action on its part.

C.5.(d) No Investment of Certain Amounts Required. The Trustee shall not be required to use or invest any property contributed to the Trust and subject to withdrawal rights (regardless of the amount), but the Trustee may invest such property in any manner, including, without limitation, in a non-interest-bearing account or by payment of insurance premiums, in the Trustee's Discretion, and the Trustee is not liable for any investment or failure to invest.

C.6. Encourage Beneficiary's Diligence and Industry. In making any discretionary distribution to or for the benefit of any beneficiary, the Trustee shall encourage the beneficiary's diligence and industry so that the Trust Estate's existence does not adversely affect the beneficiary's diligence and industry.

C.7. Beneficiary's Separate Property. If the jurisdiction whose laws govern this Trust is a community property jurisdiction, then (a) all assets distributed to or for the benefit of a beneficiary shall be the beneficiary's separate property ("Beneficiary Separate Property"), and (b) all rents, royalties, profits, interests, dividends, proceeds and other income derived from and produced by the Beneficiary Separate Property shall be the beneficiary's separate property.

C.8. Charitable Distributions. All charitable distributions shall be: (a) deemed to be made pursuant to this Trust as the governing instrument, (b) eligible for a charitable income tax deduction pursuant to Code Section 642(c) and (c) satisfied first with taxable income in respect of a decedent included in gross income, satisfied second with any gross income generated by making the charitable distribution, and satisfied third from any other gross income comprising the Trust Estate.

SECTION D: TRUSTEE DUTIES.

D.1. Successor Trustee – Assumption of Responsibility.

D.1.(a) Trust Inception. At this Trust's inception, **PEAK TRUST COMPANY – NV**, or its successor, shall have the sole and exclusive right to manage

and direct the Trust Estate's investment. No Successor Trustee shall have any duties, responsibilities or obligations until assuming the Trustee office.

D.1.(b) Relinquishment of Powers. The Successor Trustee shall be entitled to assume the Trustee responsibility upon the Trustee's resignation pursuant to Section F.5., provided, however, that there is no other Trustee then serving.

D.1.(c) Trustee Incapacity.

(i) **Generally.** If the Successor Trustee receives a certificate in writing from any attending physician of a Trustee that the Trustee is no longer physically or mentally able to make prudent decisions with respect to the Trust Estate's management and investment, then, upon such receipt and if there is no other Trustee then serving, the Successor Trustee shall be entitled to assume the Trustee responsibility. The possibility of the assumption of such management and control by the Successor Trustee pursuant to this Section D.1.(c)(i) shall not be read, interpreted or construed to imply that the Successor Trustee is required to keep informed or is under any duty or obligation to make any inquiry into the Trustee's incapacity at any time; provided, further, that no person, including, without limitation, transfer agents, dealing with the Successor Trustee shall be required to inquire as to the Trustee's incapacity.

(ii) **HIPAA Release Provision.** When in the process of determining a Trustee's incapacity, all individually identifiable health information and medical records of the Trustee may be released to the Trust Protector and any person who is nominated as the Successor Trustee, including, without limitation, any written opinion relating to the Trustee's incapacity that such person may have requested. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (a/k/a HIPAA), and 45 CFR 160-164.

SECTION E: TRUSTEE POWERS.

In addition to the rights, powers and authorities conferred by the common law, by statute and by this Trust's other provisions, the Trustee has the right, power and authority:

E.1. To hold, possess, manage and control the Trust Estate for the purposes and uses set forth in this Trust.

E.2. To invest and reinvest all or any part of the Trust Estate in such stocks, bonds, securities, participation in common trust funds or mutual funds or other property, real or personal, as the Trustee, in its Discretion, shall deem advisable, without regard to the statutes limiting the property that trustees may purchase, and without being required to conform to the provisions of the Uniform Prudent Investor Act pertaining to the diversification of assets. In the Trustee's Discretion, to retain and continue to hold as part of the Trust Estate all property transferred to the Trust, without liability for

depreciation or loss occasioned to by so doing, even though such property is of a kind, quality or diversification considered improper for Trust investments.

E.3. To hold any or all of the Trust Estate in the Trust's name, in the Trustee's name on the Trust's behalf or in a nominee's name.

E.4. To establish or close any type of account at any regulated financial services institution; to deposit Trust funds in any such account, in any amount, for any period of time, including, without limitation, unlimited, and with or without interest; to withdraw from any such account, any amount, including, without limitation, the whole thereof, and subject to such restrictions upon withdrawal as the Trustee may agree; any Trustee may sign on any such account without a Co-Trustee's signature, unless the signature card expressly provides otherwise.

E.5. To retain in the form received any property or undivided interests in property transferred to, or otherwise acquired as a part of, the Trust Estate, including, without limitation, residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk or non-productivity, as long as the Trustee deems it advisable in its Discretion, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although such property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.

E.6. To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, and regardless of whether held, managed and administered by a Trustee affiliate, direct or indirect, including, without limitation, bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, limited liability companies and similar entities, real estate and any interest in real estate, whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open or closed fund types, and participation in common, collective or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.

E.7. To participate in any plan of reorganization or consolidation or merger involving any company whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities pursuant to any plan of reorganization or with any protective committee, and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessment levied pursuant to any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount of money as the Trustee deems advisable, in its Discretion, in connection therewith.

E.8. To sell, transfer, exchange or otherwise dispose of any part of the Trust Estate, for cash or on terms, at public or private sale, and to borrow money, including, without limitation, the power to borrow from any bank that may be serving as Trustee, and to pledge or mortgage assets of the Trust Estate to secure such loans.

E.9. To lease any real estate held as part of the Trust Estate for any term notwithstanding this Trust's duration.

E.10. To execute and deliver any deed, lease, assignment or other instrument as may be necessary to fulfill this Trust's provisions.

E.11. To exercise any subscription right in connection with any security held as part of the Trust Estate, to vote in-person or by proxy any capital stock of a corporation held as part of the Trust Estate, and to consent to or participate in any reorganization, consolidation or merger of any corporation, company or association, the securities of which may be held as part of the Trust Estate.

E.12. To combine all assets of the Trust or trusts created pursuant to this Trust, for investment only, with the assets of any other trust or trusts and to administer all of said assets as one account to produce the maximum income for each of the individual trusts.

E.13. To partition, allot and distribute the Trust Estate in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, in its Discretion, and to sell such property as the Trustee, in its Discretion, considers necessary to make such division or distribution. In making any division or partial or final distribution of the Trust Estate, the Trustee shall be under no obligation to make a pro rata division or to distribute the same assets to beneficiaries similarly situated. Rather, the Trustee may, in its Discretion, make non-pro rata divisions among the trust shares created pursuant to this Trust and make non-pro rata distributions to beneficiaries; provided, however, that the respective assets allocated to separate trust shares or the distributions to beneficiaries have equivalent or proportionate fair market values. The income tax basis of assets allocated or distributed non-pro rata need not be equivalent and may vary to a greater or lesser amount, as determined by the Trustee, in its Discretion, and no adjustment need be made to compensate for any difference in basis.

E.14. To consolidate any separate share or trust with any other trust or trusts having the same beneficiaries and trustees and essentially the same provisions.

E.15. To serve without being required to post a bond or any other security to insure faithful performance of the Trustee's duties.

E.16. To allocate receipts and disbursements between income and principal in any reasonable manner consistent with applicable state law, except to the extent otherwise provided for in this Trust.

E.17. To employ and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors and other assistants, advisors and agents, including, without limitation, a Trustee affiliate, deemed advisable by the Trustee, in its Discretion, for the Trust's proper administration, and to do so without liability for any neglect, omission, misconduct or default of any such agent or professional representative, provided, however, that such person was selected and retained with reasonable care.

E.18. To make tax elections; to elect alternative methods of handling qualified employee benefits, including, without limitation, lump sum distributions; and to make any other election authorized by law or regulations.

E.19. To terminate all or any portion of any trust and to distribute the same to as great an extent as is possible at such time, consistent with this Trust, if the Trustee shall determine, in its Discretion, that the total amount of any such trust is insufficient to be economically managed and administered pursuant to this Trust; provided, however, that the Trustee receive no asset upon termination, notwithstanding the foregoing provisions of this Trust concerning termination and distribution of the Trust Estate.

E.20. Notwithstanding any Trust provision concerning the termination and distribution of the Trust Estate, and as long as any applicable rule against perpetuities is not violated, to delay, in the Trustee's Discretion, any distribution of net income and principal for a reasonable time to any beneficiary if, at the time of the proposed distribution, the beneficiary is under a legal disability or is otherwise physically or mentally incapacitated, or, in the Trustee's Discretion, the beneficiary is unable to properly manage the distributable assets as a result of, for example only, drug addiction, incarceration, bankruptcy or divorce. In such event, however, the Trustee may distribute none, any or all of the net income and principal for the beneficiary's Health, Education, support and maintenance in the Trustee's Discretion. In the event that a beneficiary has filed a petition in bankruptcy or is adjudicated bankrupt, then in no event may a distribution of net income or principal be made to such beneficiary until 181 days after such a petition is filed or such beneficiary is adjudicated bankrupt. In addition, once the Trustee determines, in its Discretion, that the incapacity or inability to manage assets has ceased, then the Trustee may make any distribution that otherwise would have been made previously.

E.21. To facilitate the Trust Estate's management and the operation of the trusts defined in this Trust, the Trustee is authorized to: (a) commingle investments and (b) allocate undivided interests in particular pieces of property to various trusts according to any specific instruction provided for in this Trust, and in the absence of any such specific instruction according to the Trustee's Discretion. Each trust, however, shall be subject to separate accounting and shall be maintained separate and apart from other trusts to the extent required by the Code and the Treasury Regulations promulgated thereunder in order that the trusts' income is taxed separately.

E.22. To make a qualified renunciation pursuant to state law and pursuant to Code Section 2518 and the Treasury Regulations promulgated thereunder of any asset payable, transferable or distributable to the Trustee, including, without limitation, Retirement Assets, any asset comprising the Trust Estate and any power exercisable by the Trustee, including, without limitation, a power to invade principal for a beneficiary's benefit, all notwithstanding (a) the beneficiary and (b) the nature, size and scope of the asset and the power.

SECTION F: OTHER TRUSTEE PROVISIONS.

F.1. Successor Trustee. The Trust Protector may nominate a Successor Trustee at any time; provided, however, that the nominated Successor Trustee must qualify as an Independent Trustee. If **PEAK TRUST COMPANY – NV**, or its successor, or any other Trustee is unable or unwilling to serve as Trustee at any time, and if there is no other Trustee then serving, and if the Trust Protector has not nominated a Successor Trustee previously, then the Trust Protector may nominate a Successor Trustee selected in its Discretion; provided, however, that the nominated Successor Trustee must qualify as an Independent Trustee.

F.2. Co-Trustee Powers. If at any time there are Co-Trustees serving, a Co-Trustee shall serve with all of the rights, powers, authorities, duties and obligations granted to and restricting a Trustee. "Co-Trustee" shall also mean "Trustee". A Co-Trustee may act without the authority, approval or joinder of the other Co-Trustee. No third-party need inquire as to the authority of a Co-Trustee to act. If a Co-Trustee is unable or unwilling to serve for any reason, then the other Co-Trustee shall continue to serve. Notwithstanding the foregoing, exercising Section F.7.'s successor Trust Protector appointment authority requires the approval, consent and joinder of the Co-Trustees.

F.3. Duties and Responsibilities of Trustee and Trust Accounting. The Trustee is liable for those duties and responsibilities pursuant to this Trust and applicable law. In addition, the Trustee shall render an annual accounting of the Trust's administration to each beneficiary, or to the parent, guardian or conservator of a beneficiary under a disability, upon reasonable request. The accounting shall include a statement of account of the Trust's current assets, liabilities, receipts and disbursements ("Accounting").

F.4. Trustee Compensation. An individual Trustee shall be entitled to pay himself or herself from the Trust Estate a fair and just fee for the Trustee's services, or the Trustee may waive the payment of any such fee. A Corporate Trustee shall receive an amount determined by its standard fee schedule in effect and applicable at the time of the performance of such services; provided, however, that all trusts then being administered pursuant to this Trust by the Corporate Trustee shall be considered as one trust for determining the minimum fee to be charged. If no standard fee schedule shall be in effect at that time, then the Corporate Trustee shall be entitled to reasonable compensation for the services rendered, subject to the minimum fee limitation set forth

above. The Trustee shall be reimbursed for all reasonable expenses that it incurs in the Trust Estate's management and protection and the performance in general of its duties.

F.5. Trustee Resignation. A Trustee may resign at any time upon 30 days written notice given to the Trust Protector (if then serving) and to the then competent income beneficiaries. Any resignation of any Trustee shall become effective only upon the appointment of a Successor Trustee, such Trustee's acceptance of the Trust, submission to and approval of accounts by the beneficiaries and delivery of the Trust Estate to such Trustee by the predecessor Trustee. Upon the resignation, incapacity or death of the last designated Successor Trustee or if there is no nominated Successor Trustee, the Trust Protector, or if there is no Trust Protector then serving, a majority of the then competent individual income beneficiaries, may appoint a Successor Trustee; provided, however, that such Successor Trustee must qualify as an Independent Trustee. If the persons possessing the authority are unable to appoint a Successor Trustee, then an interested person may request that any court of competent jurisdiction appoint a Successor Trustee; provided, however, that such Successor Trustee must qualify as an Independent Trustee. Any trust company, bank or other entity that acquires the principal assets of a Corporate Trustee that is serving as the Trustee shall become the Trustee by right of purchase and without any additional requirement for authorization. A Successor Trustee shall be entitled to, and restricted by, all of the rights, powers, authorities, duties and obligations, discretionary and otherwise, as if named the initial Trustee.

F.6. Limitation of Trustee Liability. Except for an individual Trustee's own intentional breach of trust, bad faith or reckless indifference to this Trust's purposes or the beneficiaries' interests, an individual Trustee shall not be liable for any act, omission, loss, expense, cost, debt, liability or damage arising from the performance of such Trustee's duties and powers pursuant to this Trust. Except as otherwise provided for in this Trust, a Trustee shall not be required to sell or otherwise dispose of speculative or non-productive property owned or acquired by the Trustee. An "individual Trustee" is any Trustee who is a natural person. No Trustee shall be liable for any breach, default, act, omission, loss, expense, cost, debt, liability or damage arising from, relating to or associated with any prior Trustee. Notwithstanding any contrary statute, common law or Trust provision, no Trustee shall be liable for agreeing to, accepting and implementing, without question or any due diligence, any Trust Protector action or direction. The Trustee has no duty or responsibility to notify or warn any beneficiary of any Trust Protector action or direction. The Trustee's review, inspection and analysis, if any, of any Trust Protector action or direction shall not be deemed to be a waiver or release of the foregoing liability limitation.

F.7. Trust Protector. MICHAEL G. WHITTAKER shall serve as the initial Trust protector ("Trust Protector"). Notwithstanding any contrary Trust provision, in addition to the other rights, powers and authorities granted under this Trust, the Trust Protector shall have the authority to: (a) remove, without cause, the current serving Trustee and appoint a substitute Trustee, provided, however, that the substitute Trustee is an Independent Trustee, (b) change the laws governing the Trust, its situs, its

administration and any power of appointment granted in this Trust from one jurisdiction to another, (c) direct the Trustee to distribute any portion or all of a beneficiary's interest to the beneficiary outright, rather than being held in trust for the beneficiary's benefit, (d) direct the Trustee to appoint any portion of the Trust Estate to another trust (i.e., decant), provided, however, that the beneficial intent as expressed in this Trust is substantially maintained and that the exercise of such authority does not disqualify, terminate or otherwise diminish any material tax benefit, but without any requirement of notifying the beneficiaries of such appointment or obtaining their approval as to it, (e) modify this Trust to the extent necessary to achieve favorable tax (e.g., grant a testamentary general power of appointment), succession (e.g., grant a testamentary special power of appointment), asset protection (e.g., remove a beneficiary's withdrawal right) and disability (e.g., insert Supplemental Needs Trust provisions) planning results, (f) modify this Trust to include, remove or otherwise alter any administration provision and (g) direct the Trustee to distribute any Retirement Assets outright to a beneficiary thereof, regardless of whether the portion distributed is comprised of principal, income or some combination of both. The Trust Protector must give the Trustee advance written notice prior to exercising its rights, powers and authorities granted under this Section F.7. The Trustee alone cannot remove or replace the Trust Protector under any circumstances. The Trust Protector shall serve in a non-fiduciary capacity, shall not be held liable for the exercise or non-exercise of its rights, powers and authorities granted under this Trust and has no duty or responsibility to monitor the Trustee; furthermore, the Trust Protector shall incur no liability for the Trustee's breach of a duty that it owes. Notwithstanding any contrary Trust provision, the Trustee shall render, at minimum, an Accounting to the Trust Protector. The Trust Protector shall be entitled to a fair and just fee for its services, or the Trust Protector may waive the payment of any such fee. The Trust Protector shall be reimbursed for all reasonable expenses that it incurs in exercising its rights, powers and authorities. If the Trust Protector is unable or unwilling to serve at any time, then the Trustee is authorized, but not required, to appoint a successor Trust Protector selected by the Trustee in the Trustee's Discretion, provided, however, that the successor Trust Protector must qualify as an Independent Trustee, and no beneficiary can serve as the successor Trust Protector. The successor Trust Protector shall serve with all of the rights, powers and authorities granted to the predecessor Trust Protector. Only one Trust Protector shall serve at a time.

SECTION G: CERTAIN DEFINITIONS.

G.1. Meaning of Administration Expenses. "Administration Expenses" means, without limitation, all costs and expenses relating in and to the Trust's administration, including attorneys' fees, accounting costs, taxes, Trustee fees and other professional costs and expenditures.

G.2. Meaning of By Representation. Distributions "By Representation" mean that the property is divided into as many equal shares as there are:

G.2.(a) Surviving descendants in the generation nearest to the designated ancestor that contains one or more surviving descendants; and

G.2.(b) Deceased descendants in the same generation who left surviving descendants, if any.

Each surviving descendant in the nearest generation is allocated one share. The remaining shares, if any, are combined and then divided in the same manner among the surviving descendants of the deceased descendants as if the surviving descendants who were allocated a share and their surviving descendants had predeceased the decedent. This definition is intended to adopt a system of representation called "per capita at each generation".

G.3. Meaning of Code. "Code" shall mean the Internal Revenue Code of 1986, as amended.

G.4. Meaning of Corporate Trustee. "Corporate Trustee" shall mean an entity, including, without limitation, a trust company or bank, authorized to provide fiduciary services in the jurisdiction whose laws the Trust is subject and having combined capital, surplus and liability insurance coverage of not less than \$1,000,000.00.

G.5. Meaning of Discretion. "Discretion" and similar terms shall mean sole and absolute discretion, not to be questioned by any court, beneficiary or other person.

G.6. Meaning of Education. "Education" means schooling at public or private institutions of learning from elementary school through doctoral study, attendance at a trade or vocational school, and includes, without limitation, payments for tuition, books, supplies and reasonable travel and living expenses related to the beneficiary's education; provided, however, that in the Trustee's Discretion the beneficiary is making satisfactory progress towards a degree or certificate of completion.

G.7. Meaning of Health. "Health" includes "medical care" as defined pursuant to Code Section 213(d) and Treasury Regulation Section 1.213-1(e), including, without limitation, as confirmed, explained and ruled by the Internal Revenue Service through Revenue Rulings and otherwise. Notwithstanding any contrary Trust provision, "Health" shall not extend to or include a beneficiary's support obligation.

G.8. Meaning of Income and Principal. Subject to any contrary Trust provision, the determination of all matters with respect to what is income and principal of the Trust Estate and the apportionment and allocation of receipts and expenses thereon shall be governed by the applicable Uniform Principal and Income Act, as it may be amended. Notwithstanding such Act, the Trustee, in the Trustee's Discretion, may: (a) allocate capital gains to income or to principal, (b) deem discretionary distributions to include capital gains and (c) maintain a reserve for depreciation in any amount.

G.9. Meaning of Independent Trustee. "Independent Trustee" is a party who is: (a) not a related or subordinate party as prescribed by Code Section 672(c) and (b) an independent trustee prescribed by Code Section 674(c). If there is more than one

Trustee, then the requirements of Code Section 674(c) shall determine whether or not their service as a whole is "independent".

G.10. Meaning of Issue and Similar Terms. Wherever the term "issue", "descendant" or a similar term is used, it is intended that a person (a) legally adopted prior to his or her 19th birthday shall be considered as if a natural born child of the adoptive parent, and (b) born within 15 months of a parent's death, including, without limitation, from frozen ova or sperm donated by such parent, shall be considered as if a natural born child of that deceased parent. Issue born more than 15 months after a parent's death, and stepchildren, are excluded. Further, an adopted person is a child of an adopting parent and not of the natural parents, except that adoption of a child by the spouse of a natural parent has no effect on the relationship between the child and that natural parent, and adoption by the spouse of a natural parent has no effect on the relationship between the child and a deceased natural parent.

G.11. Meaning of Personal Representative. "Personal Representative" shall have the same meaning as the term "executor" as defined in Code Section 2203 and the Treasury Regulations promulgated thereunder.

G.12. Meaning of Retirement Assets. "Retirement Assets" shall include, without limitation, an individual retirement account ("IRA") as defined in Code Section 408, a Roth IRA as defined in Code Section 408A, a "deemed" IRA or Roth IRA pursuant to Code Section 408, an annuity or mutual fund custodial account pursuant to Code Section 403(b), a pension, profit sharing, stock bonus or other retirement plan or arrangement that is subject to the "minimum required distribution rules" of Code Section 401(a)(9) or equivalent rules pursuant to any other Code Section and any annuity or any other plan or arrangement of deferred compensation for services.

G.13. Meaning of Survive. Throughout this Trust the term "survive" and similar meaning terms are used. To satisfy an applicable survival requirement set forth in this Trust, a beneficiary must live for 30 calendar days after a specified natural person's date of death or other event date as specified in this Trust, as the case may be. The first calendar day of such 30-day period shall be the calendar day immediately following the specified event date. If a beneficiary does not live for the duration of such 30-day period, then the beneficiary shall be deemed to have predeceased and his or her interest in this Trust shall lapse and be distributed alternatively as provided for in this Trust.

SECTION H: JURISDICTION AND CONTROLLING LAW.

The Trust and all of the trust shares created pursuant to this Trust shall be construed, regulated, governed by and administered pursuant to the laws of the State of Nevada. Further, any power of appointment granted in this Trust shall be construed, regulated, governed by and administered pursuant to the laws of the State of Nevada, including, without limitation, the exercise thereof. The Trust and all of the trust shares created pursuant to this Trust shall be deemed Nevada trusts and shall, in all respects,

be governed by the laws of the State of Nevada. Notwithstanding the foregoing, the law governing the Trust, its situs, its administration and any power of appointment granted in this Trust may be changed pursuant to Section F.7.

SECTION I: MISCELLANEOUS PROVISIONS.

I.1. S Corporation Stock. In the event that S corporation stock is placed in any trust or trusts created pursuant to this Trust, and if it is the intent of the stockholders to retain such S corporation status, S corporation stock placed in any trust shall be divided into qualified Subchapter S trusts by the Trustee (other than the beneficiary of any Subchapter S trust), which trusts shall be required to distribute income to each beneficiary of a trust share who is to be treated as the owner of such trust consisting of stock in the S corporation, all pursuant to Code Section 1361(d). If such an election is made, then this Trust shall be read, interpreted and construed in such a manner as to comply with the requirements of Code Section 1361(d). If there is an intent to retain S corporation status, then the Trustee is instructed to cause the beneficiaries to make the election required by Code Section 1361(d)(2). Notwithstanding the foregoing, the Trustee, in the Trustee's Discretion, may elect for this Trust, or any trust or trusts created pursuant to this Trust, to be taxed as an "electing small business trust" pursuant to Code Section 1361(e) by making the election required under Code Section 1361(e)(3) and the Treasury Regulations promulgated thereunder. If such an election is made, then this Trust shall be read, interpreted and construed in such a manner as to comply with the requirements of Code Section 1361(e).

I.2. Incontestability. This Trust's beneficial provisions are intended to be in lieu of any other rights, claims or interests of any nature, whether statutory or otherwise, that any beneficiary or any third-party may have against or in the Trust Estate. Accordingly, if any beneficiary or any third-party asserts any claim whatsoever, statutory election or other right or interest against or in this Trust or any of the Trust Estate, other than pursuant to the express terms hereof, or directly or indirectly contests, disputes or calls into question, before any tribunal, this Trust's validity, then such beneficiary shall thereby absolutely forfeit any beneficial interest that such beneficiary might otherwise have pursuant to this Trust, and the interest of the other beneficiaries shall thereupon be appropriately and proportionately increased, and such third-party shall receive \$1.00 in lieu of any other interest he or she otherwise would be entitled to receive. In addition, all of the Trust provisions, to the extent that they confer any benefit, power or right upon such claiming, electing or contesting beneficiary or third-party shall thereupon become absolutely void and revoked as to such beneficiary or third-party. The foregoing shall not be construed, however, to limit the appearance of any beneficiary or third-party as a witness in any proceeding involving this Trust nor to limit any beneficiary's or third-party's appearance in any capacity in any proceeding solely for this Trust's construction.

I.3. Singular and Plural; Gender. Unless the context requires otherwise, words denoting the singular may be construed as plural, and words denoting the plural may be construed as singular. Words of gender may be construed as denoting another gender (including, without limitation, nongender such as "it") as is appropriate within the

context. If the context permits, the conjunctive shall be read, interpreted and construed to include the disjunctive, and the disjunctive shall be read, interpreted and construed to include the conjunctive.

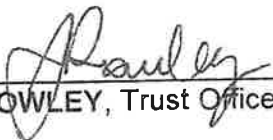
I.4. Headings. The headings contained in this Trust are included solely for the reader's convenience and reference. They shall have no significance in this Trust's interpretation or construction.

I.5. Severability. The invalidity or unenforceability of any Trust provision shall not affect the validity or enforceability of any other Trust provision. If a court of competent jurisdiction determines that any Trust provision is invalid or unenforceable, then the remaining Trust provisions shall be read, interpreted and construed as if the invalid or unenforceable Trust provision had never been included.

[signatures on following page]

IN WITNESS WHEREOF, PEAK TRUST COMPANY – NV has signed and sealed this Trust as the Trustee of the Original Trust made and entered into effective as of the date provided above.

PEAK TRUST COMPANY – NV,
a Nevada corporation,
Trustee of the Original Trust

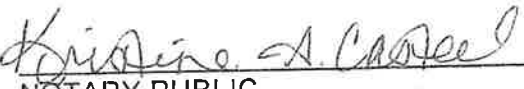
By: 
JAMIE ROWLEY, Trust Officer

STATE OF Alaska)
Third Judicial District) ss.

This record was acknowledged before me on June 2, 2022
by Jamie Rowley, as a Trust Officer of Peak Trust Company – NV, the Trustee of the
Original Trust.

(SEAL)




NOTARY PUBLIC
My commission expires: 3/9/25



**Change in Water Right Ownership for George Vandervegt Irrevocable Trust
36-2114, 36-4037, 36-4038, 36-7283, 36-7289 & 36-7363B**



IDAHO DEPARTMENT OF
WATER RESOURCES

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

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

Governor Brad Little

Director Mathew Weaver

July 7, 2026

GEORGE VANDERVEGT IRREVOCABLE TRUST
JENISE MARTENS, TRUSTEE
530 WILDROSE LOOP
TWIN FALLS ID 83301-8247

Re: Change in Ownership for Water Right No(s): 36-2114, 36-4037, 36-4038, 36-7283, 36-7289
and 36-7363B

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 George Vandervegt Irrevocable Trust. The Department has modified its records and has enclosed a computer-generated report for you.

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

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

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

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Water District 130