

**THE TRUST AGREEMENT OF THE KURT M.
WEGNER TRUST
DATED JUNE 20, 2013**

Restatement dated April 25, 2019

LAW OFFICE OF MEG ELIZABETH GOBLET, P.C.

ESTATE PLANNING AND TRUST AND WILL DESIGN

400 W. MIDLAND AVE., SUITE 201

P.O. BOX 5499

WOODLAND PARK, COLORADO 80866

The Trust Agreement of the Kurt M. Wegner Trust

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The Trust Agreement of the Kurt M. Wegner Trust

Article One Establishing Our Trust

On June 20, 2013, I established the Trust Agreement of the Kurt M. Wegner Trust, wherein I reserved the right to amend the trust agreement, in whole or in part. On this day, April 25, 2019, I now exercise my power to amend that agreement, in its entirety, so that after amendment, the Trust Agreement of the Kurt M. Wegner Trust states as follows:

The parties to this restated agreement are Kurt M. Wegner, also known as Kurt Michael Wegner, and Sunari Wegner, also known as Sunari Mulyawan Wegner, (our “Grantors”) and Kurt M. Wegner and Sunari Wegner (collectively, our “Trustee”).

Section 1.01 Identifying Our Trust

Our trust may be referred to as “Kurt M. Wegner and Sunari Wegner, Trustees of the Trust Agreement of the Kurt M. Wegner Trust dated June 20, 2013, and any amendments thereto.”

For the purpose of transferring property to our trust, or identifying our trust in any beneficiary or pay-on-death designation, any description referring to our trust shall be effective if it reasonably identifies our trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties on Affidavit or Certification of Trust

From time to time, third parties may require documentation to verify the existence of this agreement, or particular provisions of it, such as the name or names of our Trustee or the powers held by our Trustee. To protect the confidentiality of this agreement, our Trustee may use an affidavit or a certification of trust that identifies our Trustee and sets forth the authority of our Trustee to transact business on behalf of our trust. The affidavit or certification may include pertinent pages from this agreement, such as title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by our Trustee with respect to the representations contained in the affidavit or certification of trust. A third party relying upon an affidavit or certification of trust shall be exonerated from any liability for actions the third party takes or fails to take in reliance upon the representations contained in the affidavit or certification of trust. A third party dealing with our Trustee shall not be required to inquire into the terms of this agreement or the

authority of our Trustee, or to see to the application that our Trustee makes of funds or other property received by our Trustee.

Section 1.03 Transferring Property to Our Trust

Any person or entity may transfer property of any kind, nature or description to our trust in any manner authorized by law.

(a) Initial Funding of Our Trust

By executing this agreement, we transfer, convey and assign to our Trustee the property described in the attached schedules, together with all our right, title and interest in and to all of our property that may by law be held in trust and that may, by this assignment, be transferred to our trust. This assignment shall include, without limitation, all of our real, personal, tangible and intangible property that is located in the United States, whether separate or community, and whether acquired before or after the execution of this agreement, with the exception of the following assets that are expressly not transferred to our trust by this assignment:

Life insurance policies, unless the ownership of a policy is transferred to our trust by a separate instrument that specifically refers to the policy;

Corporate and self-employed (“Keogh”) pension, profit sharing and stock bonus plans;

Qualified retirement plans;

Commercial annuities; and

Any property the transfer of which would result in the loss of a homestead exemption or violate a restriction on transfer agreement.

(b) Acceptance by Our Trustee

By executing this agreement, our Trustee accepts and agrees to hold the trust property described on the attached schedules, along with all other property initially transferred to it by virtue of subsection (a). All property transferred to our trust after the date of this agreement must be acceptable to our Trustee. Our Trustee may refuse to accept any property transferred to our trust. Our Trustee shall hold, administer and dispose of all trust property accepted by our Trustee for our benefit and the benefit of our beneficiaries in accordance with the terms of this agreement.

(c) Community Property

Any community property transferred to our trust (including income from the property and proceeds from the sale or exchange of the property) shall retain its character as community property during our lives to the same extent as if it had not been conveyed to our trust.

(d) Separate Property

Separate property transferred to our trust shall retain its character as separate property. Our separate property may be identified as the separate property of either of us on the attached schedules. The separate property of either of us (including income from the property and proceeds from the sale or exchange of the property) shall remain separate property. Each of us shall have the unrestricted right to remove all or any part of our separate property at any time.

A sum that is payable to our trust on a life insurance policy that is the separate property of either of us shall retain its character as separate property. Likewise, any retirement benefits payable to our trust that is the separate property of either of us shall retain their character as separate property.

(e) Joint Property

Any joint property that we jointly transfer to our trust and any property we designate as Joint Property on Schedule J shall be owned one-half by each of us as tenants-in-common and shall be treated as one-half the separate property of each of us. If joint tenancy property is transferred to our trust, we shall be deemed to have severed the joint tenancy immediately prior to transferring the property and no right of survivorship shall exist with respect to such property.

Section 1.04 Powers Reserved by Us as Grantors

As Grantors, we retain the powers set forth in this Section in addition to any powers reserved by us in other provisions of this agreement.

(a) Action on Behalf of Our Trust

During any period that both of us are serving as Trustee, either of us individually or both of us jointly may act for and conduct business on behalf of our trust without the consent of any other Trustee.

During any period that one of us is alive but not serving as Trustee and the other of us is serving as Trustee, the one of us who is serving as Trustee may act for and conduct business on behalf of our trust without the consent of any other Trustee.

After the death of one of us, the ability of the survivor of us, who might then be serving as trustee, to conduct business on behalf of our trust without the consent of any other Trustee will be subject to the terms and conditions of our Trust.

(b) Amendment, Restatement or Revocation

Acting jointly, we have the absolute right, at any time and from time to time, to amend, restate, or revoke any term or provision of this agreement in whole or in part. Each of us individually has the right to revoke any term or provision of this agreement in whole or in part as to his or her half of the community property. To be effective, any amendment, restatement, or revocation must be in a written instrument signed by both of us and delivered to our Trustee during our lifetime.

(c) Addition or Removal of Trust Property

Each of us individually, or both of us jointly, has the absolute right to add to the trust property at any time, and from time to time. Each of us has the absolute right to remove his or her own separate property or his or her half of the community property, in whole or in part, from our trust at any time by written instrument directed to our Trustee. Community property removed by either of us shall retain its character as community property.

(d) Control of Income and Principal Distributions

We have the absolute right to control the distribution of income and principal from our trust. Our Trustee shall distribute or retain the principal and net income of the community property, if any, as we may direct from time to time, and our Trustee shall distribute or retain the principal and net income of a Grantor's separate property as that Grantor shall direct from time to time.

Unless otherwise directed, our Trustee shall distribute the net income from the community property to us at least quarterly and shall distribute the net income from a Grantor's separate property to that Grantor at least quarterly.

Our Trustee may also distribute principal of the community property for the unrestricted use of either or both of us and the principal of a Grantor's separate property for the unrestricted use and benefit of the Grantor, even to the exhaustion of all trust property. Any undistributed income shall be added to the principal of our trust.

(e) Approval of Investment Decisions

We reserve the right to approve our Trustee's investment decisions as to the community property, and each of us reserves the right to approve our Trustee's investment decisions as to our respective separate property. Our approval of our Trustee's investment decisions, whether joint or individual (as the case may be) shall be binding on all other beneficiaries of this agreement.

Section 1.05 Grantor Trust Status

By reserving the broad rights and powers set forth in Section 1.04 of this Article, we intend to qualify our trust as a "grantor trust" under Sections 671 to 677 of the Internal Revenue Code. This means that for federal income tax purposes, each Grantor will be treated as the owner of one-half of all the community property held in our trust, and each Grantor will be treated as the owner of his or her separate property as though we held such property in our individual capacities.

During any period that our trust is a grantor trust, the social security number of either of us will be the taxpayer identification number of our trust, in accordance with Treasury Regulation Section 301.6109-1(a)(2).

Article Two

Family Information

We were married on July 27, 2013. Kurt M. Wegner is referred to in this agreement as husband. Sunari Wegner is referred to in this agreement as wife.

We have three children. Their names and dates of birth are:

Davida Wegner, born on January 13, 1979

Rayna Mulyawan Halim, born on September 19, 2001

Michael Levi Mulyawan Halim, born on November 17, 2003

All references in this agreement to our children are to these children.

Davida Wegner is Kurt M. Wegner's child and not the biological or adopted child of Sunari Wegner. For the purposes of this agreement, however, Davida Wegner shall be deemed the child of Sunari Wegner and shall be included in references to our children.

Rayna Mulyawan Halim and Michael Levi Mulyawan Halim are Sunari Wegner's children and not the biological or adopted children of Kurt M. Wegner. For the purposes of this agreement, however, Rayna Mulyawan Halim and Michael Levi Mulyawan Halim shall be deemed the children of Kurt M. Wegner and shall be included in references to our children.

References to our descendants are to our children and their descendants.

We have also made provisions for the following individuals:

Name	Relationship
Woodland Park Community Church	Charity
Crossway Church of the San Fernando Valley	Charity
Vietnamese Evangelical Baptist Church	Charity
Salvation Army, Hyannis MA	Charity
Africa Inland Mission	Charity
Heather Joy Wegner	Husband's Niece
Jared Nathaniel Flynn	Husband's Nephew
Shawnine Lee Franco	Husband's Niece
Akemi Joy Lund	Friend
Matthew Takashi Nakamura	Friend
Keiko Laura Nakamura	Friend
Kayla Mulywan	Wife's Niece
Ryan Mulywan	Wife's Nephew
Justin Mulywan	Wife's Nephew

Article Three

Trustee Succession Provisions

Section 3.01 Resignation of a Trustee

A Trustee may resign by giving written notice to either of us. If we are both deceased, a resigning Trustee shall give notice to the income beneficiaries of the trust and to any other Trustee then serving.

A Trustee's notice of resignation shall become effective upon the successor Trustee's acceptance of appointment.

Section 3.02 Trustee Succession While Both of Us are Alive

While we are both alive, this Section shall govern the removal and replacement of our Trustees.

(a) Removal and Replacement By Both of Us

By joint agreement, we may remove any Trustee at any time, with or without cause. If a Trustee is removed, resigns or cannot continue to serve for any reason, either or both of us may serve as Trustee, we may appoint a Trustee to serve with either or both of us or we may appoint a successor Trustee.

(b) Removal and Replacement By One of Us

If one of us is incapacitated, the non-incapacitated Grantor may remove any Trustee at any time, with or without cause. If a Trustee is removed, resigns or cannot continue to serve for any reason, the non-incapacitated Grantor may serve as sole Trustee, appoint a Trustee to serve with the non-incapacitated Grantor or appoint a successor Trustee.

(c) Successor Trustee During Incapacity of Kurt M. Wegner

During any time Kurt M. Wegner is incapacitated, Sunari Wegner shall serve as Trustee. If she is unable to serve or to continue to serve for any reason, the following shall serve as successor Trustee in the order named:

Davida Wegner and then

Karl Wegner

(d) Successor Trustee During Incapacity of Sunari Wegner

During any time Sunari Wegner is incapacitated, Kurt M. Wegner shall serve as Trustee. If he is unable to serve or to continue to serve for any reason, the following shall serve as successor Trustee in the order named:

Davida Wegner and then

Karl Wegner

(e) Removal of Trustee During Incapacity of Both of Us

During any time both of us are incapacitated, a majority of the beneficiaries may remove any Trustee with or without cause.

(f) Default of Designation

If there is no named successor Trustee during any time that one of us is incapacitated, the other Grantor shall appoint a successor Trustee. If the other Grantor is unable to name a successor Trustee, a majority of the beneficiaries shall appoint a successor Trustee.

If, during anytime both of us are incapacitated there is no named successor Trustee, a majority of the beneficiaries shall appoint a successor Trustee.

All appointments, removals and revocations shall be by signed written instrument.

Notice of removal shall be delivered to the Trustee being removed and shall be effective in accordance with the provisions of the notice.

Notice of appointment shall be delivered to and accepted by the successor Trustee and shall become effective at that time. A copy of the notice shall be attached to this agreement.

Section 3.03 Trustee Succession After the Death of Either or Both of Us

After the death of either or both of us, this Section shall govern the removal and replacement of our Trustees.

(a) Upon the Death of Kurt M. Wegner

Upon the death of Kurt M. Wegner, Sunari Wegner shall serve as sole Trustee of all trusts created under this agreement.

If she does not survive or is unable to serve or to continue to serve for any reason, the following shall serve as successor Trustee in the order named:

Sunari Wegner; then

Davida Wegner; and then

Karl Wegner

(b) Upon the Death of Sunari Wegner

Upon the death of Sunari Wegner, Kurt M. Wegner shall serve as sole Trustee of all trusts created under this agreement.

If he does not survive or is unable to serve or to continue to serve for any reason, the following shall serve as successor Trustee in the order named:

Kurt M. Wegner; then

Davida Wegner; and then

Karl Wegner

(c) Administrative Trustee Upon the Death of Kurt M. Wegner

If Kurt M. Wegner is the first of us to die, then upon his death, the following shall serve as successor Trustee during the administration of our trust:

Sunari Wegner; then

Davida Wegner; and then

Karl Wegner

(d) Administrative Trustee Upon the Death of Sunari Wegner

If Sunari Wegner is the first to die, then upon her death, the following shall serve as successor Trustee during the administration of our trust:

Kurt M. Wegner; then

Davida Wegner; and then

Karl Wegner

(e) Trustee of the Marital Trust

Upon creation of the Marital Trust, the surviving Grantor shall serve as Trustee. The surviving Grantor may appoint a Cotrustee and may appoint successor Trustees.

(f) Appointment of Successor Trustees by the Surviving Grantor

After the death of one of us, the surviving Grantor may appoint the current or successor Trustees for any trust created under this agreement. The surviving Grantor may amend or revoke any such appointment. Except for the Trustee of the Marital Trust, any Trustee appointed by the surviving Grantor to a trust of which the surviving Grantor is a beneficiary must be an individual or corporate fiduciary that is not related or subordinate to the surviving Grantor within the meaning of Section 672(c) of the Internal Revenue Code.

(g) Removal of a Trustee

After the death of one of us, the surviving Grantor may remove any Trustee with or without cause. If the surviving Grantor is incapacitated, a majority of the beneficiaries may remove any Trustee with or without cause.

A Trustee of a trust may be removed by the surviving Grantor in this manner only if, on or before the effective date of removal, the surviving Grantor appoints an individual or corporate fiduciary that simultaneously commences to serve as Trustee. The Trustee so appointed may not be related or subordinate to the surviving Grantor within the meaning of Section 672(c) of the Internal Revenue Code.

After the death of both of us, no Trustee can be removed by any beneficiary, except for cause, which removal must be approved by a court of competent jurisdiction upon the petition of any beneficiary.

In no event shall the court petitioned to approve the removal of a Trustee acquire any jurisdiction over the trust except to the extent necessary to approve or disapprove removal of a Trustee.

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

(h) Default of Designation

If the office of Trustee of a trust created under this agreement is vacant and no designated Trustee is able and willing to act, the surviving Grantor shall appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the appointment within the meaning of Section 672(c) of the Internal Revenue Code as successor Trustee. If both of us are deceased, a majority of the income beneficiaries of the trust shall appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the appointment

within the meaning of Section 672(c) of the Internal Revenue Code as successor Trustee.

Any beneficiary 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 the appointment.

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 3.04 Notice of Removal and Appointment

Notice of removal shall be in writing and shall be delivered to the 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 3.05 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 the 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 the Trustee who appointed such Cotrustee, unless so appointed under the terms of this agreement. The Trustee appointing a Cotrustee may revoke the appointment at any time with or without cause.

Section 3.06 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 or state law and that is not related or subordinate to any beneficiary within the meaning of Section 672(c) of the Internal Revenue Code.

Such corporate fiduciary shall:

Have a combined capital and surplus of at least Ten Million Dollars; or

Maintain in force a policy of insurance with policy limits of not less than Ten Million Dollars covering the errors and omissions of our Trustee with a solvent insurance carrier licensed to do business in the state in which our Trustee has its corporate headquarters.

Section 3.07 Incapacity of a Trustee

If any individual Trustee becomes incapacitated, it shall not be necessary for the incapacitated Trustee to resign as Trustee. For Trustees other than one of us, 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 and if supported by a written opinion of incapacity by a physician who has examined the incapacitated Trustee, will terminate the trusteeship.

Section 3.08 Appointment of Independent Special Trustee

If for any reason the Trustee of any trust created under this agreement is unwilling or unable to act with respect to any trust property of the trust or any provisions of this agreement, the Trustee shall appoint, in writing, a corporate fiduciary or an individual who is not related or subordinate to any beneficiary of the trust within the meaning of Section 672(c) of the Internal Revenue Code to act as an Independent Special Trustee as to such property or with respect to such provisions. The Trustee 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 document or by the Trustee in the instrument appointing the Independent Special Trustee. An Independent Special Trustee may resign at any time by delivering written notice to the Trustee. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 3.09 Rights of Successor Trustees

Each successor Trustee serving under this agreement, whether individual or corporate, shall have all of the title, rights, powers and privileges granted to our initial Trustees 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 original Trustees.

Article Four

Administration of Our Trust

During the Incapacity of a Grantor

Section 4.01 Definition of Incapacity of a Grantor

A Grantor shall be considered incapacitated during any time that the Grantor is unable to effectively manage his or her property or financial affairs, whether due to age, illness, mental disorder, dependence on prescription medication or other substances, or any other cause.

Section 4.02 Determination of Incapacity of a Grantor

For purposes of this agreement, a Grantor is deemed to be incapacitated if any of the following have occurred:

(a) Determination by Other Grantor and Attending Physician

The other Grantor and the attending physician of the incapacitated Grantor are of the opinion that the incapacitated Grantor's then existing circumstances fall within the definition of incapacity as provided in Section 4.01.

If the other Grantor is unable to make this determination, the incapacitated Grantor's attending physician shall make the determination of whether the incapacitated Grantor's then existing circumstances fall within the definition of incapacity as provided in Section 4.01.

A Grantor shall be deemed restored to capacity if the Grantor's personal or attending physician signs a written opinion that the Grantor can effectively manage his or her property and financial affairs.

(b) Court Determination

A court of competent jurisdiction determines that the Grantor is legally incapacitated, incompetent, or otherwise unable to effectively manage his or her property or financial affairs.

(c) Detention or Disappearance

The Grantor has an unexplained disappearance or absence for more than 30 days or is detained under duress. A Grantor's disappearance, absence, or detention under duress may be established by an affidavit of our Trustee, or, if no Trustee is serving under this agreement, by the affidavit

of any beneficiary of any trust created under this agreement. The affidavit shall describe the circumstances of the Grantor's disappearance, absence, or detention under duress. A third party dealing with our Trustee in good faith may always rely on the representations contained in the affidavit.

Section 4.03 Trust Distributions During the Incapacity of a Grantor

For purposes of this Article, "incapacitated Grantor's trust property" shall refer to the net income and principal of the incapacitated Grantor's separate property and the net income and principal of the incapacitated Grantor's share of the community property, for and during any period that a Grantor is incapacitated.

Our Trustee shall administer the incapacitated Grantor's trust property as follows:

(a) Distributions for the Benefit of the Incapacitated Grantor

Our Trustee shall regularly and conscientiously make appropriate distributions of income and principal on behalf of and for the benefit of the incapacitated Grantor under the circumstances existing at the time each distribution is made.

Appropriate distributions under this subsection shall include the payment of any of the incapacitated Grantor's enforceable legal obligations and insurance premiums for insurance policies owned by the incapacitated Grantor or by our trust, including but not limited to, life, medical, disability, property and casualty, errors and omissions and long-term health care insurance policies.

Our Trustee is authorized to honor pledges and continue to make gifts to charitable organizations that the incapacitated Grantor regularly supported in the amounts the Grantor had customarily given.

The examples included in this subsection are for purposes of illustration only and are not intended to limit the authority of our Trustee to make any distribution for the benefit of the incapacitated Grantor that our Trustee determines to be appropriate.

(b) Manner of Making Distributions

Our Trustee may make distributions for the benefit of the incapacitated Grantor in any one or more of the following ways:

To the incapacitated Grantor, but only to the extent that he or she is able to manage the distributions;

To other persons and entities for the use and benefit of the incapacitated Grantor;

To an agent or attorney-in-fact authorized to act for the incapacitated Grantor under a legally valid durable power of attorney executed by the incapacitated Grantor prior to his or her incapacity; and

To a guardian or conservator for the incapacitated Grantor who has assumed responsibility for the incapacitated Grantor under any order, decree or judgment issued by a court of competent jurisdiction.

(c) Distributions for the Benefit of the Other Grantor and for the Benefit of Our Dependents

Our Trustee may distribute as much of the net income and principal of incapacitated Grantor's trust property as our Trustee deems necessary for the health, education, maintenance or support of the non-incapacitated Grantor.

Our Trustee may also distribute as much of the net income and principal of incapacitated Grantor's trust property as our Trustee deems necessary for the health, education, maintenance or support of other persons that our Trustee determines to be dependent on the incapacitated Grantor for support.

(d) Guidance for Our Trustee Regarding Distributions

When making distributions under subsections (a) and (c), we request, but do not require, that our Trustee, in its sole and absolute discretion, consider other income and resources available to the beneficiaries. Our Trustee may make unequal distributions, distributions to some but not all beneficiaries or no distributions at all.

A distribution made to a beneficiary under this Section shall not be considered an advance and shall not be charged against the share of the beneficiary that may be distributable under any other provision of this agreement.

Article Five

Administration of Our Trust Upon the Death of a Grantor

Section 5.01 Surviving Grantor's Trust Property and Deceased Grantor's Trust Property

After the death of the first of us to die ("the deceased Grantor"), the surviving Grantor's interest in the community property of our trust and the surviving Grantor's separate trust property shall be referred to as the "surviving Grantor's trust property."

Our Trustee shall allocate all of the surviving Grantor's trust property to the Marital Trust and shall administer the Marital Trust as provided in Article Eight.

The deceased Grantor's interest in the community property of our trust and the deceased Grantor's separate trust property shall be referred to as the "deceased Grantor's trust property."

Section 5.02 Administrative Trust

Upon the death of the deceased Grantor, our trust shall become irrevocable as it pertains to the administration and distribution of the deceased Grantor's trust property. Our Trustee shall apply for a separate taxpayer identification number for the deceased Grantor's trust property.

Prior to the distribution of the deceased Grantor's trust property as provided in the subsequent Articles of this agreement, the deceased Grantor's trust property shall be referred to in this agreement as the "administrative trust," but may continue to be known as the Trust Agreement of the Kurt M. Wegner Trust during the period of administration. The administrative trust shall exist for the period of time reasonably necessary to complete the administrative tasks set forth in this Article.

Section 5.03 Payment of Our Expenses and Taxes

Our Trustee is authorized but not directed to pay from the administrative trust:

Expenses of the deceased Grantor's last illness, funeral and burial or cremation, including expenses of memorials and memorial services;

Legally enforceable claims against the deceased Grantor or the deceased Grantor's estate;

Expenses of administering our trust and the deceased Grantor's estate; and

Any court ordered allowances for those dependent upon the deceased Grantor.

These authorized payments are discretionary with our Trustee. Our Trustee may make decisions with respect to these payments without regard to any limitation on payment of expenses of this type that is imposed by law and may make these payments without obtaining the approval of any court. No third party may enforce any claim or right to payment against our trust by virtue of this discretionary authority. Our Trustee shall not pay any administrative expenses from assets passing to any organization qualifying for the federal estate tax charitable deduction or to any split-interest charitable trust or from the net income of property qualifying for the federal estate tax marital deduction if such payment would result in a reduction in the federal estate tax marital deduction available to the deceased Grantor's estate under Section 2056(b) of the Internal Revenue Code or violate the provisions of Treasury Regulation Section 20.2056(b)-4(d).

Our Trustee shall pay death taxes out of the principal of the deceased Grantor's trust property as provided in Section 5.05. If, however, a probate estate is opened within six months from the date of death, the deceased Grantor's personal representative shall pay claims, expenses and death taxes from the deceased Grantor's probate estate to the extent that the cash and readily marketable assets included in the probate estate are sufficient to pay these items unless our Trustee has already paid them.

Section 5.04 Restrictions on Certain Payments from Retirement Plans

For purposes of this Section, the "designation date" shall mean September 30 of the calendar year following the calendar year in which the death of the deceased Grantor occurs, or such other date as may be established by Treasury Regulations or other tax law authority as the final date for determining whether our trust meets the requirements for treatment of our trust's oldest beneficiary as if he or she had been named directly as beneficiary of any qualified retirement plan payable to our trust.

Notwithstanding any other provision of this agreement or state law to the contrary, our Trustee may not, on or after the "designation date," distribute any qualified retirement benefit payable to our trust or any trust created under this agreement to or for the benefit of the deceased Grantor's estate or to any charity or any other non-individual beneficiary. It is our intent that all qualified retirement benefits held by or payable to our trust on or after the designation date be distributed to or held for individual beneficiaries only, all within the meaning of Section 401(a)(9) of the Internal Revenue Code.

We direct that qualified retirement benefits not be used or applied on or after the designation date for payment of the deceased Grantor's debts, taxes, or expenses of administration or for other claims against the deceased Grantor's estate or for payment of estate, inheritance or similar transfer taxes due on account of the death of the deceased Grantor. This Section shall not apply to any bequest or expense that is specifically directed to be funded with qualified retirement benefits.

Section 5.05 Payment of Death Taxes

For the purposes of this Article, the term “death taxes” shall refer to any taxes imposed by federal, state or local authorities by reason of the deceased Grantor’s death, including but not limited to estate, inheritance, gift, and direct-skip generation-skipping transfer taxes. Death taxes shall not include any additional estate tax imposed by Section 2031(c)(5)(C), Section 2032A(c) or Section 2057(f) of the Internal Revenue Code or any other comparable recapture tax imposed by any taxing authority, nor shall death taxes include any generation-skipping transfer tax, other than a direct skip generation-skipping transfer tax.

Our Trustee shall provide for payment of all death taxes from the administrative trust without apportionment, except as specifically provided otherwise in this agreement. Our Trustee shall not seek contribution toward or recovery of any payments for death taxes from any individual.

(a) Protection of Exempt Property

In no event shall any death taxes be allocated to or paid from any assets that are not included in the deceased Grantor’s gross estate for federal estate tax purposes.

(b) Protection of the Marital Deduction

No death taxes shall be paid from or allocated to any property qualifying for the federal estate tax marital deduction.

(c) Protection of the Charitable Deduction

No death taxes shall be allocated to or paid from any assets passing to any organization qualifying for the federal estate tax charitable deduction, or to any split-interest charitable trust, unless our Trustee has first used all other assets available to our Trustee.

(d) Property Passing Outside of Our Trust

Except as to qualified retirement benefits, death taxes imposed with respect to property included in the gross estate of the deceased Grantor for death tax purposes and passing outside of our trust shall be apportioned among the persons and entities benefited in the proportion that the taxable value of the property or interest bears to the total taxable value of all property and interests included in the gross estate of the deceased Grantor for death tax purposes. The values to be used for the apportionment shall be the values as finally determined under federal, state or local law as the case may be.

(e) QTIP Property

Any death tax paid as a result of the inclusion in the surviving Grantor's taxable estate of property held in a qualified terminable interest property ("QTIP") trust created by the deceased Grantor shall be apportioned to and collected from the QTIP trust as provided in Section 2207A of the Internal Revenue Code.

Section 5.06 Coordination with Personal Representative

The following provisions are intended to help facilitate the coordination between the personal representative of the deceased Grantor's probate estate, if any, and our Trustee. These provisions apply even if the personal representative and our Trustee are the same person or entity.

(a) Reliance on Personal Representative

Our Trustee may rely upon the written request of the deceased Grantor's personal representative for payments authorized under this Article and the amounts included in the request without computing the sums involved. If our Trustee makes payments under this Article to a deceased Grantor's personal representative, our Trustee shall not have any duty to inquire into the application of the payments.

(b) Receipt of Probate Property

Our Trustee may accept or decline any distributions of property tendered to our Trustee by a deceased Grantor's personal representative. As to property deemed acceptable by our Trustee, our Trustee may accept the property without audit and without obligation to review the records of a deceased Grantor's personal representative.

(c) Purchase of Assets from and Loans to the Deceased Grantor's Probate Estate

Our Trustee is authorized to purchase and retain, as an investment for our trust, any property forming a part of the deceased Grantor's probate estate. Our Trustee may make loans, with or without security, to the deceased Grantor's probate estate. Our Trustee shall not be liable for any loss suffered by our trust as a result of the exercise of the powers granted in this subsection.

(d) Discretionary Distributions to the Deceased Grantor's Personal Representative

Our Trustee is authorized to distribute to the deceased Grantor's probate estate, as a beneficiary of this trust, cash or other trust property, including

accrued income, to whatever extent our Trustee determines it is in the best interests of the beneficiaries of our trust.

Section 5.07 Authority to Make Tax Elections

We authorize our Trustee to make the following tax elections upon the deceased Grantor's death. If, however, a personal representative is appointed for the probate estate of the deceased Grantor and the personal representative is the recipient of specific statutorily delegated authority relative to any tax election, the discretionary authority granted our Trustee relative to the tax election shall be subordinate to the statutorily delegated authority.

(a) Tax Elections

Our Trustee's authority to make tax elections shall include, but shall not be limited to, the right to choose the alternate valuation date, the right to elect whether to claim administration expenses as estate tax deductions or income tax deductions, the right to allocate our unused GST exemption to all or any portion of the trust property, the right to make special use valuation elections, and the right to defer payment of all or any portion of any taxes.

Our Trustee may elect to treat the administrative trust as part of the deceased Grantor's estate for federal and/or state income tax purposes.

Our Trustee may elect to have trust property qualify for the family owned business deduction authorized under Section 2057 of the Internal Revenue Code. Our Trustee may enter into any agreement on behalf of our trust that is necessary to make this election under the Internal Revenue Code.

Our Trustee may make equitable adjustments between income and principal on account of any tax elections made by our Trustee.

(b) Allocation of GST Exemption

Our Trustee may elect to allocate or not allocate any portion of the available GST exemption under the Internal Revenue Code (or a counterpart exemption under any applicable state law) to any property of which the deceased Grantor is the transferor or deemed transferor for generation-skipping transfer tax purposes, including any lifetime transfer of property by a deceased Grantor as to which the deceased Grantor did not make an allocation prior to death. The exercise of such discretion shall be based on the transfers, gift tax returns and other information known to our Trustee, with no requirement that allocations benefit the various transferees or beneficiaries equally, proportionally, or in any other particular manner.

(c) Qualified Conservation Easements

Our Trustee may create a qualified conservation easement, as defined in Section 2031(c)(8)(A) of the Internal Revenue Code in any land held by our trust and make the election provided by Section 2031(c)(6).

Article Six

Specific Distributions and Disposition of Tangible Personal Property

Section 6.01 Specific Distribution to Rayna Mulyawan Halim and Michael Levi Mulyawan Halim Upon the Death of the Both of Us

As soon as practicable after the death of the both of us, our Trustee shall distribute from our trust property, our home located at 1445 Kings Crown Rd., Woodland Park, Colorado 80863, equally to Rayna Mulyawan Halim and Michael Levi Mulyawan Halim.

If Rayna Mulyawan Halim is deceased, then her share shall be given to her descendants, *per stirpes*. If Rayna Mulyawan Halim has no descendants, then her share shall be given to Michael Levi Mulyawan Halim.

If Michael Levi Mulyawan Halim is deceased, then his share shall be given to his descendants, *per stirpes*. If Michael Levi Mulyawan Halim has no descendants, then his share shall be given to Rayna Mulyawan Halim.

If both Rayna Mulyawan Halim and Michael Levi Mulyawan Halim are deceased, then this distribution shall lapse and the property subject to this distribution shall instead be distributed under the other provisions of this agreement.

Property passing under this Section shall pass free of any administrative expenses or death taxes.

Section 6.02 Specific Distribution to Davida Wegner Upon the Death of the Both of Us

As soon as practicable after the death of the both of us, our Trustee shall distribute from our remaining trust property our house located at 144 Woodland Ave., Hyannis, MA, 02601 to Davida Wegner.

If Davida Wegner is deceased, then her share shall be given to Heather Wegner. If Heather Wegner is deceased then this distribution shall lapse and the property subject to this distribution shall instead be distributed under the other provisions of this agreement.

Property passing under this Section shall pass free of any administrative expenses or death taxes.

Section 6.03 Distribution of Tangible Personal Property by Memoranda

Each of us reserves the right to make dispositions of items of tangible personal property by a signed written memorandum executed after we sign this agreement that refers to our trust and lists items of tangible personal property and designates the beneficiary of each

item. If either or both of us execute a memorandum, the memorandum is to be incorporated by reference into this agreement to the extent permitted by law.

Each of us directs that upon our death, our Trustee shall distribute the items of tangible personal property listed in the memorandum, together with any insurance policies covering the property and claims under the policies, as provided in the memorandum. Should either or both of us leave multiple written memoranda that conflict as to the disposition of any item of tangible personal property, the memorandum with the most recent date shall control as to that item.

If the memorandum cannot legally be incorporated by reference, the memorandum shall then be treated as an amendment to our trust and each of us requests that our Trustee follow our wishes and distribute the items of tangible personal property listed in the memorandum according to its terms.

Section 6.04 Distribution of Remaining Tangible Personal Property

Our Trustee shall distribute any of the deceased Grantor's remaining tangible personal property not disposed of by a written memorandum to the Marital Trust to be administered as provided in Article Eight. If we are both deceased, our Trustee shall distribute such property to our children but not to their descendants, in shares of substantially equal value, to be divided among our children, as our children shall agree. In the event that our Trustee determines that a child is incapable of acting in the child's best interest, our Trustee shall appoint a person to represent the child in the division. If our children are unable to agree upon the division of the property within 6 months after the death of a Grantor, our Trustee shall make the division. Our Trustee may use a lottery or rotation system or any other method of allocation to determine the order of selection and distribution of the property. Alternatively, our Trustee may sell all or any portion of the property and distribute the net proceeds equally among our living children. Our Trustee shall incur no liability to any party for any decision made by our Trustee with respect to either the division or sale of tangible personal property, and any decision made by our Trustee shall be final and binding on all of our beneficiaries.

Section 6.05 Definition of Tangible Personal Property

For purposes of this Article, tangible personal property shall include but not be limited to household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, personal wearing apparel and jewelry, books, sporting goods, and hobby paraphernalia.

Tangible personal property shall not include any property that our Trustee, in its sole and absolute discretion, determines to be part of any business or business interest owned by the deceased Grantor or owned by our trust.

If, after the death of one of us, our Trustee receives property to be distributed under this Article from the probate estate of the deceased Grantor or in any other manner, our Trustee shall distribute the property, free of trust, in accordance with this Article. The

fact that an item of tangible personal property was not received by our trust until after the death of one of us shall not affect the validity of the gift. If, however, property to be distributed under this Article is not part of the trust property upon the death of one of us and is not subsequently transferred to our Trustee from the probate estate or in any other manner, then the specific distribution of property made in this Article shall be considered null and void, without any legal or binding effect.

Section 6.06 Encumbrances and Incidental Expenses of Tangible Personal Property

Our Trustee shall distribute property under this Article subject to any liens, security interests or other encumbrances on the property.

Our Trustee shall pay, as an administration expense, the reasonable costs of storing, insuring, packing, transporting and otherwise caring for the tangible personal property until each item of property is actually delivered to the appropriate beneficiary.

Section 6.07 Residuary Distribution

The deceased Grantor's remaining property shall be administered as provided in the Articles that follow.

Article Seven

Creation of Trust Shares Upon the Death of a Grantor

Our Trustee shall divide the deceased Grantor's remaining trust property into two separate shares. One share shall be designated the "Marital Share" and the other share shall be designated the "Non-Marital Share."

Section 7.01 Division of Deceased Grantor's Trust Property

Our Trustee shall divide the deceased Grantor's remaining trust property into the Marital Share and the Non-Marital Share as provided in this Section.

(a) Creation of the Marital Share

Our Trustee shall allocate to the Marital Share a fractional share of the deceased Grantor's remaining trust property calculated as follows:

(1) The Numerator

The numerator of the fraction shall equal the minimum value, assuming the value qualifies for the marital deduction, sufficient to reduce the federal estate tax to the lowest possible amount. In computing the numerator, our Trustee shall take into account the deceased Grantor's gifts (including gifts treated as made by the deceased Grantor) and all deductions, exclusions, credits and reductions in value allowed in computing such tax; provided, however, that any state death tax credit shall be taken into account for this purpose only to the extent that it does not increase the amount of state death taxes payable.

(2) The Denominator

The denominator shall consist of the value of the deceased Grantor's remaining trust property as finally determined for federal estate tax purposes.

The Marital Share shall carry with it a *pro rata* share of the income, provided that in no event shall the Marital Share receive less income than that required to be paid to the surviving Grantor under applicable state law.

Our Trustee shall add the assets of the Marital Share to the Marital Trust and administer those assets as provided in Article Eight.

(b) Creation of the Non-Marital Share

Our Trustee shall allocate the balance of the deceased Grantor's trust property to the Non-Marital Share. Our Trustee shall administer the Non-Marital Share as provided in Article Nine.

(c) Funding the Fractional Share

Our Trustee shall have complete authority and discretion to satisfy the fractional gift in cash or in kind, or partly in cash and partly in kind, or in undivided interests in property. To the extent that there are insufficient assets qualifying for the marital deduction to fully fund the Marital Share, the amount of the funding to the Marital Share shall be reduced accordingly, and we acknowledge that the amount of funding may be affected by actions of our Trustee and the deceased Grantor's Personal Representative in making certain tax elections.

The fraction, once calculated as set forth above, shall be fixed and shall not vary with changes in the value of the property subsequent to the valuation date used for federal estate tax purposes. Since the fractional gift is not intended to be a gift of a specified dollar amount or pecuniary in nature, our Trustee shall apply the fraction to the assets of the trust at their actual value on the effective date or dates of allocation so that the actual value of the fractional share of the trust property resulting from the application of such fraction will reflect fluctuations in the value of the trust property.

Allocation of assets by our Trustee shall be subject to the following limitations.

(1) Ineligible Assets

Our Trustee shall not allocate property or the proceeds of any property to the Marital Share that does not qualify for the federal estate tax marital deduction.

(2) Tax Consequences of Certain Allocations

We request that our Trustee always consider the tax consequences of allocating or distributing to the Marital Share any policy of insurance that insures the life of the surviving Grantor, property subject to the foreign death credit, property on which a tax credit is available, or property that is income in respect of a decedent under the Internal Revenue Code.

Section 7.02 Disposition of Property Upon Disclaimer by the Surviving Grantor

Within the time and in the manner provided by law, the surviving Grantor, his or her fiduciary or agent serving under a power of attorney may disclaim any portion of any interest in or power over property passing from the deceased Grantor to or for the surviving Grantor's benefit under this agreement. If the surviving Grantor disclaims any property that would otherwise be allocated to the Marital Share, our Trustee shall add the disclaimed property to the Non-Marital Share.

If the surviving Grantor disclaims his or her interest in any portion of the Non-Marital Share, our Trustee shall dispose of the disclaimed interest as though the surviving Grantor had predeceased the deceased Grantor.

Article Eight

The Marital Trust

Our Trustee shall administer the Marital Trust as provided in this Article.

Section 8.01 Trustee of the Marital Trust

The surviving Grantor will serve as Trustee of the Marital Trust. The surviving Grantor may remove the Trustee of the Marital Trust at any time with or without cause. Notwithstanding any other provision in this agreement, the surviving Grantor may appoint any individual or corporate fiduciary to serve as Trustee of the Marital Trust.

Section 8.02 The Surviving Grantor's Right to Amend

The surviving Grantor shall also have the absolute right to amend the terms of the Marital Trust by restating the terms of the Marital Trust in full. The restated Marital Trust must be in writing and signed by the surviving Grantor and the Trustee of the restated Marital Trust.

The right to amend by restatement may be exercised only by the surviving Grantor.

Section 8.03 Separate Share for Deceased Grantor's Trust Property

If the Marital Trust becomes the beneficiary of death benefits under any qualified retirement plan, our Trustee shall hold this property in a separate share of the Marital Trust during the lifetime of the surviving Grantor. Our Trustee shall administer the separate share in accordance with all of the provisions of this Article (except that the surviving Grantor shall have no right to amend the terms of the separate share).

The purpose of the separate share is to keep the deceased Grantor's trust property (and all accumulated income from the property) separate from the main share during the lifetime of the surviving Grantor to allow the separate share to qualify as a designated beneficiary under qualified retirement plans.

Our Trustee shall distribute to the main share of the Marital Trust as much of the principal and accumulated income of the separate share as the surviving Grantor may direct in writing. This right to direct distribution from the separate share to the main account may be exercised only by the surviving Grantor.

Section 8.04 Distribution of Income

Our Trustee shall distribute all of the net income of the Marital Trust to the surviving Grantor at least monthly. Nothing contained in this agreement shall limit the right of the surviving Grantor to receive the entire net income of the Marital Trust.

Section 8.05 Distributions of Principal

Our Trustee shall distribute to the surviving Grantor as much of the principal of the Marital Trust as the surviving Grantor may request in writing for any reason.

Our Trustee may also distribute as much of the principal of the Marital Trust to the surviving Grantor as our Trustee may determine is necessary or advisable for any purpose.

Section 8.06 Unproductive Property

Upon the written request of the surviving Grantor, our Trustee shall convert any nonproductive property held in the Marital Trust to productive property.

Section 8.07 General Power of Appointment

The surviving Grantor shall have the unlimited and unrestricted testamentary general power to appoint all or any portion of the principal and undistributed income remaining in the Marital Trust at the surviving Grantor's death among one or more persons or entities, including the creditors of the surviving Grantor's estate. The surviving Grantor shall have the sole and exclusive right to exercise this general power of appointment.

We intend that this testamentary power of appointment be a general power of appointment as defined in Section 2041 of the Internal Revenue Code.

Section 8.08 Administration Following the Surviving Grantor's Death

The Marital Trust shall become irrevocable upon the death of the surviving Grantor and our Trustee shall administer the Marital Trust as an administrative trust consistent with the provisions of Article Five for administration following the death of the first of us to die.

Upon completion of the administrative tasks, our Trustee shall administer the unappointed balance or remainder of the Marital Trust as provided in Article Ten.

Article Nine

The Credit Shelter Trust

Our Trustee shall hold and administer the Non-Marital Share in trust as provided in this Article. The trust will be referred to as the "Credit Shelter Trust."

Section 9.01 Credit Shelter Trust Beneficiary

The surviving Grantor shall be the only beneficiary of the Credit Shelter Trust during the lifetime of the surviving Grantor.

Section 9.02 Distribution of Income and Principal

Our Trustee, other than an Interested Trustee, may distribute to the surviving Grantor as much of the income and principal of the Credit Shelter Trust as such Trustee may determine advisable for any purpose. If there is no Trustee that is not an Interested Trustee, our Trustee shall pay to the surviving Grantor as much income and principal as our Trustee determines is necessary or advisable for his or her health, education, maintenance or support.

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

Section 9.03 Guidelines to Our Trustee

In making discretionary distributions under this Article, our Trustee should bear in mind that our primary concern and objective is to provide for the well-being of the surviving Grantor and that preservation of principal is a secondary consideration.

Section 9.04 Effect of Remarriage on Credit Shelter Trust Distributions

If the surviving Grantor remarries, the Credit Shelter Trust shall terminate unless the surviving Grantor and the surviving Grantor's fiancé execute a valid pre-nuptial agreement that complies with the terms set forth below. Remarriage, for purposes of this agreement, shall mean any marriage, including a common law marriage, entered into by the surviving Grantor after the deceased Grantor's death that is valid in the jurisdiction where the marriage took place.

If terminated our Trustee shall administer and distribute the balance or remainder of the Credit Shelter Trust as provided in Article Ten.

If the surviving Grantor should choose to remarry after the death of the first of us to die and executes a valid pre-nuptial agreement not less than thirty (30) days prior to the time of the remarriage that is executed with the following terms, then in our judgment, there will be sufficient protection for the other beneficiaries named in this trust agreement, and the Credit Shelter Trust shall not terminate. The pre-nuptial agreement shall be in writing

and signed by the surviving Grantor and the surviving Grantor's fiancé with each having been represented by independent legal counsel. Prior to the execution of the agreement each party shall have made full disclosure of their assets as they exist at that time. The pre-nuptial agreement shall provide that the surviving Grantor's fiancé shall waive any right to any portion of the surviving Grantor's share of the surviving Grantor's premarital assets and the surviving Grantor's interest in any trust created under this agreement in the event of dissolution of the marriage, or in the event of the death of the surviving Grantor with the new spouse surviving the surviving Grantor.

Section 9.05 Termination of the Credit Shelter Trust

The Credit Shelter Trust shall terminate upon the death of the surviving Grantor and our Trustee shall administer the balance or remainder of the Credit Shelter Trust as provided in Article Ten.

Article Ten

Distribution to Our Beneficiaries

Upon the death of the survivor of us, our Trustee shall administer our trust property as provided in this Article.

Section 10.01 Division of Remaining Trust Property

Our Trustee shall divide property allocated to this Article into shares as follows:

Name	Relationship	Share
Davida Wegner	Daughter	60%
Rayna Mulyawan Halim	Wife's Daughter	10%
Michael Levi Mulyawan Halim	Wife's Son	10%
Woodland Park Community Church	Charity	2%
Crossway Church of the San Fernando Valley	Charity	2%
Vietnamese Evangelical Baptist Church	Charity	2%
Salvation Army, Hyannis MA	Charity	2%
Africa Inland Mission	Charity	2%
Heather Joy Wegner	Husband's Niece	1.5%
Jared Nathaniel Flynn	Husband's Nephew	1.0 %
Shawnine Lee Franco	Husband's Niece	1.5%
Akemi Joy Lund	Friend	1.0%
Matthew Takashi Nakamura	Friend	1.0%
Keiko Laura Nakamura	Friend	1.0%

Kayla Mulywan	Wife's Niece	1.5%
Ryan Mulywan	Wife's Nephew	.75%
Justin Mulywan	Wife's Nephew	.75%

Our Trustee shall administer the share of each beneficiary as provided in the Sections that follow.

Section 10.02 Distribution of the Share for Davida Wegner

Our Trustee shall distribute the share set aside for Davida Wegner to her outright, free of trust.

If Davida Wegner is deceased, our Trustee shall distribute 40% of her share to her descendants, *per stirpes*, 12.5% of her share to Rayna Mulyawan Halim, 12.5% of her share to Michael Levi Mulyawan Halim, 10% of her share to Shawnine Lee Franco, 2% of her share to Jared Nathaniel Flynn, 3% of her share to Kayla Mulywan, 2% of her share to Ryan Mulywan, 2% of her share Justin Mulywan, 2% of her share Akemi Joy Lund, 2% of her share Matthew Takashi Nakamura, 2% of her share Keiko Laura Nakamura, and 10% of her share equally to the listed charities in this Article. If there are no other named beneficiaries our Trustee shall distribute the remaining property as provided in Article Eleven.

Section 10.03 Distribution of the Share for Rayna Mulyawan Halim

Our Trustee shall distribute the share set aside for Rayna Mulyawan Halim to her outright, free of trust.

If Rayna Mulyawan Halim is deceased, our Trustee shall distribute Rayna Mulyawan Halim's share to her descendants, *per stirpes*. If Rayna Mulyawan Halim has no living descendants, our Trustee shall distribute Rayna Mulyawan Halim's share *pro rata* to Davida Wegner and Michael Levi Mulyawan Halim. If there are no other named beneficiaries our Trustee shall distribute the remaining property as provided in Article Eleven.

Section 10.04 Distribution of the Share for Michael Levi Mulyawan Halim

Our Trustee shall distribute the share set aside for Michael Levi Mulyawan Halim to him outright, free of trust.

If Michael Levi Mulyawan Halim is deceased, our Trustee shall distribute Michael Levi Mulyawan Halim's share to his descendants, *per stirpes*. If Michael Levi Mulyawan Halim has no living descendants, our Trustee shall distribute Michael Levi Mulyawan Halim's share *pro rata* to Davida Wegner and Rayna Mulyawan Halim. If there are no other named beneficiaries our Trustee shall distribute the remaining property as provided in Article Eleven.

Section 10.05 Distribution of the Share for Woodland Park Community Church

My Trustee shall distribute Woodland Park Community Church's share outright, and free of trust, to Woodland Park Community Church or its successor in interest, to be used exclusively for its general charitable purposes.

If Woodland Park Community Church is not in existence at the time of distribution and there is no successor in interest or its successors in interest cannot be identified with reasonable certainty, then my Trustee shall designate one or more charitable organizations having the same or similar charitable purposes as Woodland Park Community Church to receive Woodland Park Community Church's share of the Charitable Share. Each charitable organization must be a charity of a type described in Section 2055(a) of the Internal Revenue Code. My Trustee shall determine the amounts, shares and interests of the distributions.

Section 10.06 Distribution of the Share for Crossway Church of the San Fernando Valley

My Trustee shall distribute Crossway Church of the San Fernando Valley's share outright, and free of trust, to Crossway Church of the San Fernando Valley or its successor in interest, to be used exclusively for its general charitable purposes.

If Crossway Church of the San Fernando Valley is not in existence at the time of distribution and there is no successor in interest or its successors in interest cannot be identified with reasonable certainty, then my Trustee shall designate one or more charitable organizations having the same or similar charitable purposes as Crossway Church of the San Fernando Valley to receive Crossway Church of the San Fernando Valley's share of the Charitable Share. Each charitable organization must be a charity of a type described in Section 2055(a) of the Internal Revenue Code. My Trustee shall determine the amounts, shares and interests of the distributions.

Section 10.07 Distribution of the Share for Vietnamese Evangelical Baptist Church

My Trustee shall distribute Vietnamese Evangelical Baptist Church's share outright, and free of trust, to Vietnamese Evangelical Baptist Church or its successor in interest, to be used exclusively for its general charitable purposes.

If Vietnamese Evangelical Baptist Church is not in existence at the time of distribution and there is no successor in interest or its successors in interest cannot be identified with reasonable certainty, then my Trustee shall designate one or more charitable organizations having the same or similar charitable purposes as Vietnamese Evangelical Baptist Church to receive Vietnamese Evangelical Baptist Church's share of the Charitable Share. Each charitable organization must be a charity of a type described in Section 2055(a) of the Internal Revenue Code. My Trustee shall determine the amounts, shares and interests of the distributions.

Section 10.08 Distribution of the Share for Salvation Army, Hyannis MA

My Trustee shall distribute Salvation Army, Hyannis MA's share outright, and free of trust, to Salvation Army, Hyannis MA or its successor in interest, to be used exclusively for its general charitable purposes.

If Salvation Army, Hyannis MA is not in existence at the time of distribution and there is no successor in interest or its successors in interest cannot be identified with reasonable certainty, then my Trustee shall designate one or more charitable organizations having the same or similar charitable purposes as Salvation Army, Hyannis MA to receive Salvation Army, Hyannis MA's share of the Charitable Share. Each charitable organization must be a charity of a type described in Section 2055(a) of the Internal Revenue Code. My Trustee shall determine the amounts, shares and interests of the distributions.

Section 10.09 Distribution of the Share for Africa Inland Mission

My Trustee shall distribute Africa Inland Mission's share outright, and free of trust, to Africa Inland Mission or its successor in interest, to be used exclusively for its general charitable purposes.

If Africa Inland Mission is not in existence at the time of distribution and there is no successor in interest or its successors in interest cannot be identified with reasonable certainty, then my Trustee shall designate one or more charitable organizations having the same or similar charitable purposes as Africa Inland Mission to receive Africa Inland Mission's share of the Charitable Share. Each charitable organization must be a charity of a type described in Section 2055(a) of the Internal Revenue Code. My Trustee shall determine the amounts, shares and interests of the distributions.

Section 10.10 Distribution of the Share for Heather Joy Wegner

Our Trustee shall distribute the share set aside for Heather Joy Wegner to her outright, free of trust.

If Heather Joy Wegner is deceased, our Trustee shall distribute Heather Joy Wegner's share to her descendants, *per stirpes*. If Heather Joy Wegner has no descendants, our Trustee shall distribute Heather Joy Wegner's share *pro rata* to the remaining Niece's, Nephew's and Friends named in this Article. If there are no other named beneficiaries our Trustee shall distribute the remaining property as provided in Article Eleven.

Section 10.11 Distribution of the Share for Jared Nathaniel Flynn

Our Trustee shall distribute the share set aside for Jared Nathaniel Flynn to him outright, free of trust.

If Jared Nathaniel Flynn is deceased, our Trustee shall distribute Jared Nathaniel Flynn's share to his descendants, *per stirpes*. If Jared Nathaniel Flynn has no descendants, our Trustee shall distribute Jared Nathaniel Flynn's share *pro rata* to the remaining Niece's,

Nephew's and Friends named in this Article. If there are no other named beneficiaries our Trustee shall distribute the remaining property as provided in Article Eleven.

Section 10.12 Distribution of the Share for Shawnine Lee Franco

Our Trustee shall distribute the share set aside for Shawnine Lee Franco to her outright, free of trust.

If Shawnine Lee Franco is deceased, our Trustee shall distribute Shawnine Lee Franco's share to her descendants, *per stirpes*. If Shawnine Lee Franco has no descendants, our Trustee shall distribute Shawnine Lee Franco's share *pro rata* to the remaining Niece's, Nephew's and Friends named in this Article. If there are no other named beneficiaries our Trustee shall distribute the remaining property as provided in Article Eleven.

Section 10.13 Distribution of the Share for Akemi Joy Lund

Our Trustee shall distribute the share set aside for Akemi Joy Lund to her outright, free of trust.

If Akemi Joy Lund is deceased, our Trustee shall distribute Akemi Joy Lund's share to her descendants, *per stirpes*. If Akemi Joy Lund has no descendants, our Trustee shall distribute Akemi Joy Lund's share *pro rata* to the remaining Niece's, Nephew's and Friends named in this Article. If there are no other named beneficiaries our Trustee shall distribute the remaining property as provided in Article Eleven.

Section 10.14 Distribution of the Share for Matthew Takashi Nakamura

Our Trustee shall distribute the share set aside for Matthew Takashi Nakamura to him outright, free of trust.

If Matthew Takashi Nakamura is deceased, our Trustee shall distribute Matthew Takashi Nakamura's share to his descendants, *per stirpes*. If Matthew Takashi Nakamura has no descendants, our Trustee shall distribute Matthew Takashi Nakamura's share *pro rata* to the remaining Niece's, Nephew's and Friends named in this Article. If there are no other named beneficiaries our Trustee shall distribute the remaining property as provided in Article Eleven.

Section 10.15 Distribution of the Share for Keiko Laura Nakamura

Our Trustee shall distribute the share set aside for Keiko Laura Nakamura to her outright, free of trust.

If Keiko Laura Nakamura is deceased, our Trustee shall distribute Keiko Laura Nakamura's share to her descendants, *per stirpes*. If Keiko Laura Nakamura has no descendants, our Trustee shall distribute Keiko Laura Nakamura's share *pro rata* to the remaining Niece's, Nephew's and Friends named in this Article. If there are no other named beneficiaries our Trustee shall distribute the remaining property as provided in Article Eleven.

Section 10.16 Distribution of the Share for Kayla Mulywan

Our Trustee shall distribute the share set aside for Kayla Mulywan to her outright, free of trust.

If Kayla Mulywan is deceased, our Trustee shall distribute Kayla Mulywan's share to her descendants, *per stirpes*. If Kayla Mulywan has no descendants, our Trustee shall distribute Kayla Mulywan's share *pro rata* to the remaining Niece's, Nephew's and Friends named in this Article. If there are no other named beneficiaries our Trustee shall distribute the remaining property as provided in Article Eleven.

Section 10.17 Distribution of the Share for Ryan Mulywan

Our Trustee shall distribute the share set aside for Ryan Mulywan to him outright, free of trust.

If Ryan Mulywan is deceased, our Trustee shall distribute Ryan Mulywan's share to his descendants, *per stirpes*. If Ryan Mulywan has no descendants, our Trustee shall distribute Ryan Mulywan's share *pro rata* to the remaining Niece's, Nephew's and Friends named in this Article. If there are no other named beneficiaries our Trustee shall distribute the remaining property as provided in Article Eleven.

Section 10.18 Distribution of the Share for Justin Mulywan

Our Trustee shall distribute the share set aside for Justin Mulywan to him outright, free of trust.

If Justin Mulywan is deceased, our Trustee shall distribute Justin Mulywan's share to his descendants, *per stirpes*. If Justin Mulywan has no descendants, our Trustee shall distribute Justin Mulywan's share *pro rata* to the remaining Niece's, Nephew's and Friends named in this Article. If there are no other named beneficiaries our Trustee shall distribute the remaining property as provided in Article Eleven.

Article Eleven

Remote Contingent Distribution

If, at any time, there is no individual beneficiary qualified to receive distribution of any portion of the trust property, then our Trustee shall distribute one-half of that portion to those persons who would inherit it had Kurt M. Wegner then died intestate owning the property, and one-half to those persons who would inherit it had Sunari Wegner then died intestate owning the property, as determined and in the proportions provided by the laws of Colorado then in effect.

Article Twelve

Administration of Trusts for Underage and Incapacitated Beneficiaries

Section 12.01 Distributions for Underage and Incapacitated Beneficiaries

Whenever our Trustee is authorized or directed to make a distribution to a beneficiary who is younger than 25 years of age, is incapacitated or who is, in our Trustee's opinion, unable to manage the distribution properly, our Trustee may either make the distribution or retain the amount to be distributed in any manner our Trustee may determine advisable, including any of the methods set forth in the following Section.

We request, but do not require, that before making a distribution to a beneficiary, our Trustee, to the extent that it is both reasonable and possible, consider the ability the beneficiary demonstrated in managing prior distributions of trust property.

Section 12.02 Methods of Distribution

Our Trustee may distribute or retain trust property in any one or more of the following methods for the benefit of any beneficiary subject to the provisions of this Article:

(a) Distribution to Beneficiary

Our Trustee may distribute trust property directly to the beneficiary.

(b) Distribution to Guardian or Conservator or Family Member

Our Trustee may distribute trust property to the beneficiary's guardian, conservator, parent or a family member or other person who has assumed the care of the beneficiary.

(c) Distribution to Custodian

Our Trustee may distribute trust property to any person or entity, including our Trustee, as custodian for the beneficiary under the Uniform Transfers to Minors Act, or similar statute.

(d) Distribution to Other Persons or Entities

Our Trustee may distribute trust property to other persons and entities for the use and benefit of the beneficiary.

(e) Distribution to Agent under Durable Power of Attorney

Our Trustee may distribute trust property to an agent or attorney-in-fact authorized to act for the beneficiary under a legally valid durable power of attorney executed by the beneficiary prior to the incapacity.

(f) Retention in Trust

Our Trustee may retain trust property in a separate trust for the benefit of the beneficiary until the beneficiary attains 25 years of age or, in the opinion of our Trustee, is no longer incapacitated (as the case may be).

Our Trustee shall distribute as much of the net income and principal of any trust created under this subsection that our Trustee deems necessary or advisable for the health, education, maintenance or support of the beneficiary for whom the trust was created. Our Trustee shall accumulate any undistributed net income and add it to principal.

When the beneficiary attains 25 years of age or is no longer incapacitated, the beneficiary may withdraw from the trust at any time or times any portion or all of the accumulated trust income and principal.

The beneficiary for whom a trust is created under this subsection shall have the testamentary general power to appoint all or any portion of the principal and undistributed income remaining in the beneficiary's trust at his or her death among one or more persons or entities, including the creditors of the beneficiary's estate. The beneficiary shall have the sole and exclusive right to exercise this general power of appointment.

We intend that this testamentary power of appointment be a general power of appointment as defined in Section 2041 of the Internal Revenue Code.

If the beneficiary fails to validly exercise this testamentary general power of appointment, our Trustee shall distribute the balance of his or her trust property to the then living descendants of the beneficiary, *per stirpes*.

If the beneficiary has no then living descendants, our Trustee shall distribute the beneficiary's remaining trust property *per stirpes* to the living descendants of the beneficiary's nearest lineal ancestor who was our descendant or if no such descendant is then living, to our then living descendants, *per stirpes*.

If we have no then living descendants, our Trustee shall distribute the remaining trust property as provided in Article Eleven.

Section 12.03 Application of Article

Any decision made by our Trustee under this Article shall be final, controlling and binding upon all beneficiaries.

The provisions of this Article shall not apply to distributions to either of us from any trust established under this agreement.

Article Thirteen

Retirement Plans and Life Insurance Policies

The provisions of this Article apply to qualified retirement plans and insurance policies owned by or made payable to our trust.

Section 13.01 Retirement Plans

The provisions of this Section apply to qualified retirement plans.

(a) Rights of Our Trustee

Subject to the provisions below pertaining to distributions from qualified retirement plans, our Trustee may exercise the right to determine the manner and timing of payments (by lump sum or otherwise) of qualified retirement plan benefits that are permitted under qualified retirement plans and are consistent with the federal income tax rules regarding required minimum distributions under Section 401(a)(9) of the Internal Revenue Code.

Our Trustee may make a qualified disclaimer of any qualified retirement benefits payable or non-qualified annuity benefits to our trust.

Our Trustee shall not be liable to any beneficiary for the death benefit election selected or for any decision regarding the disclaimer of any qualified retirement benefits payable to our trust.

(b) Distributions from Retirement Plans to the Marital Trust

To the extent that all or part of any tax-favored retirement plan is allocated to the Marital Trust, my Trustee may (and shall, if requested to do so by the surviving Grantor) cause the plan (or part thereof) to be paid directly from the plan to the surviving Grantor as beneficiary, or shall (if so requested by the surviving Grantor) cause the plan (or part thereof) to be transferred directly from the plan into another retirement plan in the surviving Grantor's name, without the intervening step of transferring it to the Marital Trust.

If the Marital Trust becomes the beneficiary of death benefits under any qualified retirement plan, each year, beginning with the year of the deceased Grantor's death, our Trustee must withdraw at least the greater of:

The net income earned on the Marital Trust's share of the plan during the year; and

The required minimum distribution required to be withdrawn from the Marital Trust's share of the plan under Section 401(a)(9) of the Internal Revenue Code.

Our Trustee may withdraw additional amounts from the Marital Trust's share of the plan as our Trustee deems advisable. Our Trustee shall immediately distribute all net amounts withdrawn to the surviving Grantor.

If the surviving Grantor is then deceased, our Trustee shall instead distribute to the remainder beneficiary, the amount which would have been distributed to the surviving Grantor had he or she then been living.

The purpose of this subsection is to insure that the life expectancy of the surviving Grantor may be used to calculate the minimum distributions required by the Internal Revenue Code and this subsection shall be interpreted consistent with this intent despite any direction to the contrary in this agreement.

(c) Distributions from Retirement Plans to Trusts other than Trusts that Qualify for the Federal Estate Tax Marital Deduction

Each year, beginning with the year of a Grantor's death, if any trust created under this agreement other than a trust that qualifies for the federal estate tax marital deduction becomes the beneficiary of death benefits under any qualified retirement plan, our Trustee shall withdraw from the trust's share of the plan, in each year, the required minimum distribution required under Section 401(a)(9) of the Internal Revenue Code. Our Trustee may withdraw additional amounts from the trust's share of the plan as our Trustee deems advisable; but, only if the dispositive terms of the trust authorize our Trustee to immediately distribute the withdrawn amount as provided in this subsection.

Our Trustee shall immediately distribute all net amounts withdrawn to:

The surviving Grantor, if a beneficiary of the trust; and

If the surviving Grantor is not a beneficiary of the trust, to our descendants, *per stirpes*, who are beneficiaries of the trust; and

If the surviving Grantor is not a beneficiary of the trust and no descendant of ours is a beneficiary of the trust, then to the income beneficiaries of the trust in equal shares.

Amounts required to be withdrawn and distributed under this subsection shall, to the extent they are withdrawn and distributed, reduce mandatory distribution amounts under other provisions of this agreement that otherwise require distribution of all of the income of the trust.

The purpose of this subsection is to insure that the life expectancy of the beneficiaries of the trust may be used to calculate the minimum distributions required by the Internal Revenue Code. This subsection shall be interpreted consistent with my intent despite any direction to the contrary in this agreement.

(d) Minimum Required Distribution

In administering the trust, the minimum required distribution for any year shall be, for each qualified retirement plan, the greater of (1) the value of the qualified retirement plan determined as of the preceding year-end, divided by the applicable distribution period; and (2) the amount that our Trustee shall be required to withdraw under the laws then applicable to the trust to avoid penalty.

If a Grantor dies before the required beginning date with respect to a qualified retirement plan, the applicable distribution period means the life expectancy of the beneficiary. If a Grantor dies on or after the required beginning date with respect to a qualified retirement plan, the applicable distribution period means the life expectancy of the beneficiary, or (if longer) the deceased Grantor's remaining life expectancy.

Notwithstanding the foregoing, if a Grantor's death occurs on or after the required beginning date with respect to a qualified retirement plan, the minimum required distribution for the year of death shall mean (a) the amount that was required to be distributed to the Grantor with respect to the qualified retirement plan during the year, minus (b) amounts actually distributed to the Grantor with respect to the qualified retirement plan during the year.

"Life expectancy," "required beginning date" and other similar terms used in this subsection, shall be determined in accordance with Section 401(a)(9) of the Internal Revenue Code.

Section 13.02 Life Insurance Policies

The following provisions apply to life insurance policies owned by or made payable to our trust.

(a) Provisions During Our Lives

During our lives, each of us individually reserves all of the rights, powers, privileges, and options, with respect to any insurance policy, annuity or any other third-party beneficiary contract owned by or made payable to our trust, including, but not limited to, the right to designate and change beneficiaries, the right to borrow money, the right to surrender the policy, the right to receive any payments as owner, and the right to make any available elections.

Our Trustee shall have no duty to exercise, or refrain from exercising, any rights, powers, privileges or options with respect to any insurance policy, annuity contract or other third-party beneficiary contract. Our Trustee shall have no obligation to pay premiums or other contractual amounts that may be payable under any such policy.

(b) Provisions After Our Death

After the death of a Grantor, our Trustee may make all appropriate elections with respect to such policies and may collect all sums made payable to our trust or to our Trustee under all such policies or contracts.

Our Trustee may exercise any settlement options or other options or rights that may be available under the terms of any policy or contract. Our Trustee shall not be liable to any beneficiary on account of any election made by our Trustee with respect to any policy or contract.

Section 13.03 Liability of Payor

Persons or entities dealing in good faith with our Trustee shall not be required to see to the proper application of proceeds delivered to our Trustee, or to inquire into any provision of this agreement.

A receipt signed by our Trustee for any proceeds or benefits paid shall be a sufficient discharge to the person or entity making the payment.

Section 13.04 Collection Efforts

Our Trustee shall make reasonable efforts to collect the proceeds of all life insurance policies and qualified retirement benefits payable to our trust.

Our Trustee may commence legal or administrative proceedings to collect the proceeds of any life insurance policy or qualified retirement benefits to which the trust is entitled; provided, however, that our Trustee need not commence any such proceedings until our Trustee is indemnified to its satisfaction for any expenses and liabilities it may incur in connection with the proceeding.

Our Trustee may settle or compromise any and all claims with respect to the collection of any life insurance proceeds or qualified retirement benefits to which our trust may be entitled. A settlement made by our Trustee shall be binding on all beneficiaries.

Section 13.05 No Obligation to Purchase or Maintain Benefits

Nothing in this agreement shall impose any obligation, legal or otherwise, on either of us or on our Trustee to purchase, invest, or maintain any qualified retirement plan or life insurance policy.

Article Fourteen

Trust Administration

Section 14.01 Distributions to Beneficiaries

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

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

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

Section 14.02 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 our 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.

We request that any questions or disputes that may arise during the administration of this trust be resolved by mediation and if necessary, arbitration in accordance with the Uniform Arbitration Act. Each interested party involved in the dispute (including our Trustee, if involved) shall select an arbiter and, if necessary to establish a majority decision, the arbiters selected shall select an additional arbiter. The decision of a majority of the arbiters selected shall control with respect to the matter.

Section 14.03 No Bond

Our Trustee shall not be required to furnish any bond for the faithful performance of our 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 shall be required on any bond required by any law or rule of court, unless the court specifies that a surety is necessary.

Section 14.04 Exoneration of Our Trustee

No successor Trustee is obligated to examine the accounts, records or actions of any previous Trustee or of the personal representative of the probate estate of either of us. No successor Trustee shall be in any way or manner responsible for any act or omission to act on the part of any previous Trustee or the personal representative of the probate estate of either of us. Unless a Trustee has received notice of removal, the Trustee shall not be liable to either of us or to any beneficiary for the consequences of any action taken by the Trustee that would have been, but for the prior removal of the Trustee, a proper exercise by the Trustee of the authority granted to the Trustee under this agreement.

Any Trustee may request and obtain from the beneficiaries or from their legal representatives, agreements in writing releasing the Trustee from any liability that may have arisen from the Trustee's acts or omissions to act and indemnifying the Trustee from liability for the acts or omissions. 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.

A 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. This refunding agreement provision shall not apply to any distribution that qualifies for the federal estate tax unlimited marital deduction or the federal estate tax charitable deduction.

Section 14.05 Trustee Compensation

An individual serving as Trustee, other than one of us, shall be entitled to fair and reasonable compensation for the services rendered as a fiduciary. A corporate fiduciary serving as our 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.

Our 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, our Trustee may be reimbursed for reasonable costs and expenses incurred in carrying out its duties under this agreement.

Section 14.06 Employment of Professionals

Our 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 the Trustee in the

performance of its duties. Our Trustee may act upon the recommendations of the persons or entities employed with or without independent investigation.

Our Trustee may reasonably compensate an individual or entity employed to assist or advise our 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.

Our Trustee may pay the usual compensation for services contracted for under this Section out of principal or income of the trust as our Trustee may deem advisable. Our Trustee may pay compensation to an individual or entity employed to assist or advise our Trustee without diminution of or charging the same against the compensation to which the 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 our Trustee shall nonetheless receive the Trustee's share of the compensation paid to the entity.

Section 14.07 Exercise of Testamentary Power of Appointment

A testamentary power of appointment granted under this agreement may be exercised by valid will, valid revocable living trust or by any other written instrument that specifically refers to this 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 appointment to any person to whom principal may be appointed, including a presently exercisable limited or general power of appointment.

Our 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 our Trustee has no knowledge of the existence of a valid will, valid revocable living trust or by any other written instrument exercising the power within 3 months after the beneficiary's death.

Section 14.08 Determination of Principal and Income

The Colorado Uniform Principal and Income Act shall govern beneficiaries' rights among themselves in matters concerning principal and income. If the Colorado Uniform Principal and Income Act contains no provision concerning a particular item, our Trustee shall determine in a fair, equitable and practical manner what shall be credited, charged, and apportioned between principal and income.

Section 14.09 Trust Accounting

Except to the extent required by law, our Trustees shall not be required to file annual accounts with any court or court official in any jurisdiction.

Upon the written request of a beneficiary, our Trustee shall render an accounting at least annually to the income beneficiaries of the trust during the accounting period that includes the date of the written request. The accounting shall include the receipts, disbursements, and distributions occurring during the accounting period and a balance sheet of the trust property if no tax return is filed, or may consist just of the tax return for the accounting period if a tax return is filed for the trust.

In the absence of fraud or manifest error, the assent by all income beneficiaries to an accounting of an Independent Trustee shall make the matters disclosed in the accounting binding and conclusive upon all persons, both those in existence 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 a minor or incapacitated beneficiary, that beneficiary's natural guardian or legal representative shall give the assent required under this Section.

The failure of any person to object to any accounting by giving written notice to our Trustee within 60 days of the person's receipt of a copy of the accounting shall be deemed to be an assent by such person.

The trust's financial records and documentation shall be available at reasonable times and upon reasonable notice for inspection by trust beneficiaries and their representatives. Our Trustee shall not be required to furnish trust information regarding our trust to any individual, corporation, or other entity that is not a beneficiary or the representative of a beneficiary, and is not requesting the information pursuant to a valid court order.

Section 14.10 Action of Trustees; Disclaimer

When neither of us is serving as a Trustee, if two Trustees are eligible to act with respect to a given matter, the concurrence of both shall be required for action to be taken; if more than two Trustees are eligible to act with respect to a given matter, the concurrence of a majority of our Trustees shall be required for action to be taken.

If our Trustees are unable to concur with respect to a matter as to which they have joint powers, we request that the matter be settled by mediation and if necessary, arbitration in accordance with the Uniform Arbitration Act. Each of our Trustees shall select an arbiter and, if necessary to establish a majority decision, the arbiters so selected shall select an additional arbiter. The decision of a majority of the arbiters so selected shall control with respect to the matter.

A nonconcurring Trustee may dissent or abstain from a decision of the majority. A Trustee shall be absolved from personal liability by registering its dissent or abstention in the records of the trust. After doing so, the dissenting Trustee shall then act with our

other Trustees in any way necessary or appropriate to effectuate the decision of the majority.

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 he holds 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 14.11 Delegation of Trustee Authority; Power of Attorney

Subject to the limitations set forth in Section 15.22, any Trustee may, by an instrument in writing, delegate to any other Trustee the right to exercise any power (including a discretionary power) granted our Trustee in this agreement. During the time a delegation under this Section is in effect, the 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 the Trustee to whom the power was delegated.

Unless a Trustee elects otherwise in a written instrument delivered to the other Trustees, whenever neither of us is serving as a Trustee, if two or more Trustees are serving, any one Trustee may sign any checks, agreements or other documents on behalf of the trust with the same force and effect as if all Trustees had signed. Persons dealing with the signing Trustee in good faith may rely upon the signing Trustee's authority to act on behalf of the trust without inquiry as to the other Trustees' acquiescence to such action.

Our 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 our 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 our Trustee is entitled to exercise under this agreement.

Section 14.12 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, our Trustee shall make the distribution to the second trust instead of distributing the property to the beneficiary outright. For purposes of administration, our Trustee shall treat the distribution as though it had been an original part of the second trust.

Section 14.13 Authority to Merge or Sever Trusts

Our 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.

Our Trustee may administer the merged and consolidated trust as a single trust or unit. If, however, a merger or consolidation does not appear feasible, our 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.

Our 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. Income earned on a segregated amount or specific asset after the segregation passes with the amount or asset segregated. Our 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, our 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 severance may be retroactive to a date before the date on which our Trustee exercises the power.

Section 14.14 Authority to Terminate Trusts

If, at any time, our Trustee, other than an Interested Trustee, in its sole and absolute discretion, determines that any trust created under this agreement is no longer economical or is otherwise inadvisable to administer as a trust, or if our Trustee, other than an Interested Trustee, deems it to be in the best interest of our beneficiaries, our Trustee, without further responsibility, may terminate the trust and distribute the trust property, including any undistributed net income, in the following order of priority:

To us, if we are both then living;

If one of us is not living, to the surviving Grantor, if the surviving Grantor is then a beneficiary of the trust;

If neither of us is then living or the surviving Grantor is not a beneficiary of the trust, to the beneficiaries then entitled to mandatory distributions of net income of the trust and in the same proportions; and

If none of the beneficiaries are entitled to mandatory distributions of net income, to the beneficiaries then eligible to receive discretionary distributions of net income of the trust, in such amounts and shares as our Trustee, other than an Interested Trustee, may determine.

Section 14.15 Merger of Corporate Fiduciary

If any corporate fiduciary acting as our 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 14.16 Beneficiary's Status

Until a Trustee receives notice of the incapacity, birth, marriage, death or other event upon which a beneficiary's right to receive payments may depend, the 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.

A Trustee may rely on any information provided by a beneficiary with respect to the beneficiary's assets and income. The 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 14.17 Discharge of Third Persons

Persons dealing in good faith with our Trustee shall not be required to see to the proper application of money paid or property delivered to our Trustee, or to inquire into the authority of our Trustee as to any transaction. The receipt from our Trustee for any money or property paid, transferred or delivered to our 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 14.18 Certificate by Trustee

A written statement of our 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 our Trustee in reliance upon the statement.

Section 14.19 Funeral and Other Expenses of Beneficiary

Upon the death of an income beneficiary our 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 income beneficiary has not exercised any testamentary power of appointment granted to him under this agreement.

Our 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. Our 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 14.20 Marital Deduction Qualification

We intend that the marital gift as described in Article Seven of this agreement qualify for the federal estate tax marital deduction, and the provisions of this agreement shall be construed to reflect this intent. To the extent that giving effect to a provision of this agreement would result in the marital gift not qualifying for the federal estate tax unlimited marital deduction, that provision shall be ineffective.

Article Fifteen

Our Trustee's Powers

Section 15.01 Introduction to Trustee's Powers

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

Our Trustee shall exercise these powers in the manner our Trustee determines to be in the best interests of the beneficiaries. Our 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. We encourage our Trustee to obtain appropriate legal advice if our Trustee has any questions concerning its duties and responsibilities as Trustee.

Section 15.02 Execution of Documents by Our Trustee

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

Section 15.03 Investment Powers in General

Our Trustee may invest in any type of investment that our Trustee determines is consistent with the investment goals of our trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account our trust's overall investment portfolio.

Without limiting our Trustee's investment authority in any way, we request that our Trustee exercise reasonable care and skill in selecting and retaining trust investments. We also request that our Trustee take into account the following factors in choosing investments for our 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.

We request that our 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.

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

Section 15.04 Banking Powers

Our Trustee may establish bank accounts of any type in one or more banking institutions that our Trustee may choose. Our Trustee may open accounts in the name of our 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 our Trustee makes frequent disbursements need not be an interest bearing account. Our Trustee may authorize withdrawals from an account by check, draft or other instrument or in any other manner.

Section 15.05 Business Powers

Our 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). Our Trustee may receive compensation for services.

Our 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 our 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 our Trustee in this Article shall not disqualify our 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 the 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 a trust is funded with subchapter S stock, our 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.

Section 15.06 Contract Powers

Our 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 our Trustee deems advisable. Our Trustee may grant options of any duration for any such sales, exchanges, or transfers of trust property.

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

Section 15.07 Common Investments

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

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

Section 15.08 Environmental Powers

Our Trustee shall have the right to inspect trust property to determine compliance with or to respond to any environmental law affecting the trust property. "Environmental law" shall mean any federal, state, or local law, rule, regulation, or ordinance relating to protection of the environment or of human health.

Our Trustee may refuse to accept property if our Trustee determines that the property is or may be contaminated by any hazardous substance or is or was used for any purpose involving hazardous substances that could create liability to the trust or to our Trustee.

Our Trustee may use and expend trust property to (i) conduct environmental assessments, audits or site monitoring; (ii) take remedial action to contain, clean up or remove any hazardous substance including a spill, discharge or contamination; (iii) institute, contest or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance; (iv) comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement or clean-up of any hazardous substance; and (v) employ agents, consultants and legal counsel to assist our Trustee in these actions.

Our Trustee shall not be liable for any loss or reduction in value sustained by our trust as a result of our Trustee's retention of property on which hazardous materials or substances requiring remedial action are discovered unless our Trustee contributed to the resulting loss or reduction in value through willful misconduct or gross negligence.

Our Trustee shall not be liable to any beneficiary or to any other party for any decrease in the value of trust property as a result of our Trustee's compliance with any environmental law, including any reporting requirement.

Our Trustee may release, relinquish or disclaim any power held by our Trustee that our Trustee determines may cause our Trustee to incur individual liability under any environmental law.

Section 15.09 Farm, Ranch and Other Agricultural Powers

Our Trustee may retain, acquire, and sell any farm or ranching operation, whether as a sole proprietorship, partnership, or corporation.

Our Trustee may engage in the production, harvesting, and marketing of farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

Our Trustee may engage and participate in any government farm program, whether state or federally sponsored.

Our Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

Our Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities, and acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

Our Trustee may do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries.

Section 15.10 Insurance Powers

Our Trustee may purchase disability, medical, liability, long-term health care and other insurance on behalf of and for the benefit of any beneficiary. Our Trustee may purchase annuities and similar investments for any beneficiary.

Our Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on the lives of either or both of us, the life of any beneficiary, or on the life of any person in whom any beneficiary has an insurable interest.

Our Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy. Our Trustee may borrow money to pay premiums due on any policy, either by borrowing from the company issuing the policy or from another source. Our Trustee may assign the policy as security for the loan.

Our Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

Our Trustee may elect any paid-up insurance or extended term insurance nonforfeiture option contained in a policy.

Our Trustee shall have the power to sell any policy at its fair market value to anyone having an insurable interest in the policies including the insured.

Our Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing the policy.

Upon termination of the trust, our Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Section 15.11 Loans and Borrowing Powers

Our Trustee may make secured or unsecured loans to any person (including a beneficiary), entity, trust or estate, for any term or payable on demand, with or without interest. Our 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.

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

Our Trustee may encumber trust property by mortgages, pledges and other hypothecation and shall have the power to enter into any mortgage, whether as a mortgagee or mortgagor even though the term may extend beyond the termination of the trust 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.

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

Section 15.12 Nominee Powers

Our 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.

Section 15.13 Oil, Gas and Mineral Interests

Our 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.

Our 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 our Trustee deems advisable.

Our 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.

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

Our 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 15.14 Payment of Taxes and Expenses

Except as otherwise provided in this agreement, our 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 our 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 our Trustee with respect to the payment of expenses shall be conclusive upon the beneficiaries.

Section 15.15 Qualified Family Owned Business Interests Deduction

Our Trustee, other than an Interested Trustee, shall have the power to amend the terms of any trust holding “qualified family-owned business interests” as defined in Section 2057 of the Internal Revenue Code, in order to permit trust property to qualify for the “family owned business deduction,” even if the amendment changes beneficial interests and that directs the segregation of trust property into more than one trust.

Section 15.16 Qualified Real Property Valuation

Our Trustee, other than an Interested Trustee, shall have the power to amend the terms of a trust holding “qualified real property” as defined in Section 2032A of the Internal Revenue Code, in order to permit the qualified real property to qualify or continue to qualify for special use valuation permitted under Section 2032A, even if the amendment changes beneficial interests and that directs the segregation of trust property into more than one trust.

Section 15.17 Real Estate Powers

Our 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 our Trustee deems appropriate.

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

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

Our Trustee may enter into contracts to sell real estate. Our 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, our Trustee may enter into any contracts, covenants and warranty agreements that our Trustee deems appropriate.

Section 15.18 Residences and Tangible Personal Property

Our 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. Our 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.

Our 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.

Our 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.

Our Trustee may permit any income beneficiary of the trust to occupy any real property or use any personal property owned by the trust on terms or arrangements that our Trustee may determine, including rent free or in consideration for the payment of taxes, insurance, maintenance, repairs, or other charges.

Our 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 15.19 Retention and Abandonment of Trust Property

Our 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 our deaths or as the result of the exercise of a stock option. Our 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.

Our 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 our Trustee, in the best interests of the beneficiaries. On the other hand, except when either of us is serving as a Trustee, our Trustee shall invest contributions of cash and cash equivalents as soon as reasonably practical after the assets have been acquired by the trust. Our 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.

Our Trustee may abandon any trust property that our Trustee deems to be of insignificant value.

Section 15.20 Securities, Brokerage and Margin Powers

Our 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. Our Trustee may write and purchase call or put options, and other derivative securities. Our Trustee may maintain margin accounts with brokerage firms and may pledge securities to secure loans and advances made to our Trustee or to or for the benefit of a beneficiary.

Our Trustee may place all or any part of the securities held by the trust in the custody of a bank or trust company. Our Trustee may have all securities registered in the name of the bank or trust company or in the name of its nominee. Our 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.

Our 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. Our 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.

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

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

Section 15.21 Settlement Powers

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

Section 15.22 Limitation on Our Trustee's Powers

All powers granted to our 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. The limitations set forth in this Section shall not apply to either of us during any period of time the trust is treated as a grantor trust under Section 671 of the Internal Revenue Code.

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

(b) No Distributions in Discharge of Support Obligation of Our Trustee

Our Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal to any person our Trustee is legally obligated to support, to the extent the distribution discharges the support obligation of our Trustee.

If a beneficiary has the power to remove a Trustee, the Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal to any person the beneficiary having the power to remove is legally obligated to support, to the extent such distribution discharges the support obligation of the beneficiary.

(c) Insurance Policy on the Life of Our Trustee

If the trust holds a policy that insures the life of our Trustee, our 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 3.08 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.

(d) 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.

In addition, no distribution of income or principal to the insured beneficiary shall be satisfied out of the proceeds of the policy, the cash value of the policy or any other economic benefit of the policy.

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.

Article Sixteen

General Provisions

Section 16.01 Maximum Term for Trusts

Notwithstanding any other provision of this agreement, unless sooner terminated under other provisions hereof, any trust created under this agreement shall terminate upon the expiration of the longest period that property may be held in trust under this agreement without violation of the applicable Rule Against Perpetuities.

If the maximum term for trusts is determined by reference to the death of the last to die among a group of individuals living on the date of the death of the first of us to die, those individuals shall consist of the descendants of our paternal and maternal grandparents, living at the date of the death of the first of us to die.

At that time, the remaining trust property shall vest in and be distributed to those persons then entitled to mandatory distributions of net income of the trust and in the same proportions. If none of the beneficiaries are entitled to mandatory distribution of net income, the remaining trust property shall vest in and be distributed to the beneficiaries then eligible to receive discretionary distributions of net income of the trust in equal shares per capita.

Section 16.02 Spendthrift Provision

Neither the income nor the principal of the trust property shall be assigned, anticipated or alienated in any manner by any beneficiary, nor shall it be subject to attachment, bankruptcy proceedings or any other legal process, or to the interference or control of creditors or others.

Nothing contained in this Section shall restrict in any way the exercise of any power of appointment granted in this agreement.

Section 16.03 Contest Provision

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

This Section shall not apply so as to cause a forfeiture of any distribution otherwise qualifying for the federal estate tax marital deduction or charitable deduction.

Section 16.04 Survivorship Presumption

If we die under circumstances in which the order of our deaths cannot be established, each of us shall be presumed to have predeceased the other and each Grantor's interest in the community property of our trust and each Grantor's separate trust property shall be administered as provided in Section 8.08 for administering the remaining property in the Survivor's Trust upon death of the surviving Grantor.

If any other beneficiary shall be living at the death of a Grantor, but die within 30 days thereafter, then such beneficiary shall be deemed to have predeceased the Grantor for purposes of this agreement.

Section 16.05 Divorce or Annulment

If our marriage ends by divorce or annulment, each of us shall be treated as though we had predeceased the other for purposes of this agreement, so that the property of either of us shall not be used for the benefit of the other.

Section 16.06 Changing the Situs of Administration

Our Trustee may, at any time, remove all or any part of the property or the situs of administration of the trust from one jurisdiction to another. Our Trustee may elect, by filing an instrument with the trust records, that the trust shall thereafter be construed, regulated and governed as to administration by the laws of the new jurisdiction. Our Trustee may take action under this Section for any purpose our Trustee deems appropriate, including the minimization of any taxes in respect of the trust or any beneficiary of such trust.

If necessary, 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 16.07 Definitions

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

(a) Adopted and Afterborn Persons

A legally adopted person in any generation and his or her descendants, including adopted descendants, shall have the same rights and be treated in the same manner under this agreement as natural children of the adopting parent, provided such person is legally adopted prior to attaining the age of 18 years. A person shall be 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 agreement.

(c) Descendants

The term “descendants” shall include a person’s lineal descendants of all generations.

(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 shall include, but not be limited to:

Enrollment at private elementary, junior and senior high school including boarding school;

Undergraduate and graduate study in any field at a college or university;

Specialized, vocational or professional training or instruction at any institution, including private instruction; and

Any other curriculum or activity that our 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” shall also include distributions made by our Trustee for expenses such as tuition, room and board, fees, books and supplies, tutoring and transportation and a reasonable allowance for living expenses.

(e) Grantor

“Grantor” shall have the same legal meaning as “Settlor,” “Trustor” or any other term referring to the maker of a trust.

(f) Incapacity

Except as otherwise provided in this agreement, a person shall be deemed “incapacitated” in any one of the following circumstances:

(1) The Opinion of Two Licensed Physicians

An individual shall be deemed incapacitated whenever, in the opinion of two licensed physicians, the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause.

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

(3) Detention, Disappearance or Absence

An individual shall be deemed incapacitated whenever he or she cannot effectively manage his or her property or financial affairs due to the individual's unexplained disappearance or absence for more than 30 days, or whenever he or she is detained under duress.

An individual's disappearance or absence or detention under duress may be established by an affidavit of our Trustee, or, if no Trustee is serving, by the affidavit of any beneficiary. The affidavit shall describe the circumstances of the individual's disappearance, absence or detention and may be relied upon by any third party dealing in good faith with our Trustee in reliance upon the affidavit.

(g) 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.

Unless otherwise provided in this agreement, the phrase "majority of the income beneficiaries" means any combination of income beneficiaries who, if all accrued net income were distributed on the day of a vote by the beneficiaries, would receive more than 50% of the accrued net income. For purposes of this calculation, beneficiaries who are eligible to receive

discretionary distributions of net income shall be deemed to receive the income in equal shares.

References to a “majority” refer to a majority of the entire trust collectively until our Trustee allocates property to separate trusts or trust shares. After the allocation of property to separate trusts or trust shares, references to a “majority” refer to a majority of each separate trust or trust share.

(h) Income in Respect of a Decedent (IRD)

The term “income in respect of a decedent” or “IRD” means income received after a decedent’s death that would have been taxable to the decedent if the income had been received by the decedent during the decedent’s lifetime. For example, payments under qualified retirement plans and other deferred compensation arrangements are IRD. For purposes of this agreement, IRD means any income that would be classified as IRD under Section 691(a) of the Internal Revenue Code.

(i) Independent Trustee

The term “Independent Trustee” means a Trustee who is not an Interested Trustee as defined in subsection (j) and includes an Independent Special Trustee appointed under the provisions of Section 3.08. Only an Independent Trustee may exercise those powers granted exclusively to an Independent Trustee and when the phrase “other than an Interested Trustee” is used. Whenever this agreement specifically prohibits an Interested Trustee from exercising discretion or performing an act, then only an Independent Trustee may exercise that discretion or perform that act. An Independent Trustee shall not be liable to any person for any good faith exercise or nonexercise of its discretion under this agreement.

(j) Interested Trustee

The term “Interested Trustee” means (1) a Trustee who is a transferor of property to the trust (including a person whose qualified disclaimer resulted in property passing to the trust); (2) a Trustee who is a beneficiary of the trust; or (3) a Trustee whom a beneficiary of the trust can remove and replace by appointing a Trustee that is related or subordinate to the beneficiary within the meaning of Section 672(c) of the Internal Revenue Code.

For purposes of this subsection “a beneficiary of the trust” 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. A person shall be considered a beneficiary of a trust even if he or she has only a remote contingent remainder interest in the trust; however, a person shall not be considered a

beneficiary of a trust if the person's only interest is as a potential appointee under a testamentary power of appointment.

(k) 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 shall be 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 our intent as expressed in this agreement. The same rule shall apply to references to the Treasury Regulations.

(l) Legal Representative or Personal Representative

As used in this agreement, the term "legal representative" or "personal representative" means a person's guardian, conservator, executor, administrator, Trustee, or any other person or entity personally representing a person or the person's estate.

(m) Per Stirpes

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

(n) Qualified Retirement Benefits

The term "qualified retirement plan" means a plan qualified under Section 401 of the Internal Revenue Code, an individual retirement arrangement under Section 408 or Section 408A or a tax-sheltered annuity under Section 403. The term "qualified retirement benefits" means the amounts held in or distributed pursuant to a plan qualified under Section 401, an individual retirement arrangement under Section 408 or Section 408A, a tax-sheltered annuity under Section 403 or any other benefit subject to the distribution rules of Section 401(a)(9).

(o) Shall and May

Unless otherwise specifically provided in this agreement or by the context in which used, we 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 our Trustee, when we use the word “may” we intend that our Trustee may act in its sole and absolute discretion unless otherwise stated in this agreement.

(p) Trust

The terms “this trust” or “this trust agreement” shall refer to this agreement and all trusts created under the terms of this agreement.

(q) Trustee

The term “our Trustee” or “Trustee” refers to the Trustee named in Article One 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) Trust Property

The phrase “trust property” shall be construed to mean all property held by our Trustee under this agreement, including all property that our Trustee may acquire from any source.

Section 16.08 General Provisions and Rules of Construction

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

(a) Duplicate Originals

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Any person may rely upon a copy of this agreement certified under oath by our Trustee to be a true copy by our Trustee, 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. The word “or” when used in a list of more than two items may function as both a conjunction and a disjunction as the context requires or permits.

(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 shall have no significance in the interpretation or construction of this agreement.

(d) Governing State Law

This agreement shall be governed, construed and administered according to the laws of the State of Colorado as from time to time amended, except as to trust property required by law to be governed by the laws of another jurisdiction and unless the Situs of Administration is changed as provided in Section 16.06.

(e) Notices

Unless otherwise stated, whenever this agreement calls for notice, the notice shall be in writing and shall be 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 shall be 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 shall 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. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this agreement shall be interpreted and construed as if the invalid provision had never been included in this agreement.

We have executed this restated trust agreement on this day, April 25, 2019. We certify to the officer taking our acknowledgments that we have read this restated trust agreement, that we understand it, and that it correctly states the provisions under which our trust property is to be administered and distributed by our Trustee.

Kurt M. Wegner, Grantor and Trustee

Sunari Wegner, Grantor and Trustee

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Trust Agreement of the Kurt M. Wegner Trust
16-10

Schedule J Joint Property

Ten Dollars Cash

Trust Agreement of the Kurt M. Wegner Trust

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Schedule H

Husband's Separate Property

Schedule W
Wife's Separate Property
