

**AMENDMENT TO  
The Family Trust of Von Elias Adams and Jo Ann Adams  
July 26, 2004**



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**Von Elias Adams and Jo Ann Adams**, as both the Trustors (as used herein "Trustors" shall be used in place and instead of the words "Settlor", "Creator" and/or "Grantor" if such words are used in the Trust) and the Trustee, hereby amend the **The Family Trust of Von Elias Adams and Jo Ann Adams July 26, 2004** including any subsequent amendments thereto (the "Trust") as follows. The following new provisions are added to the Trust to be read in conjunction with the Trust Agreement where applicable and shall control in the case of any conflicting or inconsistent language in the Trust Agreement.

**PERSONAL ASSET TRUST™ PROVISIONS**

A. **Creation of Personal Asset Trust™ When Outright Distributions to Be Made to a Beneficiary or a Beneficiary Becomes Own Sole Trustee:** Whenever a distribution of either income or principal (other than a specific bequest), whether mandatory or discretionary, would otherwise be made outright and free of trust directly to (rather than for the benefit of) a beneficiary (other than the Trustors and any contingent beneficiary not named individually but rather referred to only as an "heir at law") pursuant to the other provisions of the Trust Agreement, said distribution shall instead go to and become a part of a Personal Asset Trust™ for said beneficiary to be established under this Section and be held, administered and distributed as set forth hereunder. Furthermore, whenever a beneficiary (other than the Trustors) becomes sole Trustee over any portion of the Trust Estate set aside in trust primarily for his or her benefit pursuant to other provisions of the Trust Agreement, said portion of the Trust Estate shall immediately go to and become a part of a Personal Asset Trust™ for said beneficiary to be established under this Section and held, administered and distributed as set forth hereunder. Each such Personal Asset Trust™ may be referred to by either using the name of the beneficiary for whom such trust is created or such other name as is designated by the Trustee. Notwithstanding the foregoing, if the Trustee exercises his or her right to create a separate and distinct Personal Asset Trust™ for said beneficiary (pursuant to the paragraph of this Section entitled "Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners"), said distributions may, in the Trustee's sole and absolute discretion, instead be partly or entirely made to such newly created Personal Asset Trust™.

B. **Trustors' Intent in Establishing Personal Asset Trusts™:** The Trustors' intended purposes in creating a Personal Asset Trust™ for a beneficiary are as follows:

1. To protect and conserve trust principal;
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2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary;

3. To benefit and provide for the financial needs of the beneficiary and his descendants;

4. To protect trust assets and income from claims of and interference from third parties;

5. To invest in non-consumables, such as a principal residence, in order to provide the beneficiary with the liberal use and enjoyment of such property, without charge, rather than make a distribution of trust assets to the beneficiary or purchase them in the name of the beneficiary. It is the Trustors' desire in this regard that the beneficiary, to the extent possible, use his or her own resources to pay for living expenses and consumables in order to reduce the size of such beneficiary's estate subject to estate taxes and claims of third parties;

6. To invest in reasonable business ventures, including business start-ups, where the beneficiary is a principal or otherwise involved in such ventures or start-ups;

7. To give the beneficiary the ability to direct the distribution of wealth (during life or at death) to other individuals or charitable organizations (subject to any limitation provided elsewhere herein);

8. To allow for the prudent management of property if the beneficiary is incapacitated or otherwise unable to handle his or her own financial affairs because of alcohol or drug abuse or other reasons;

9. To protect the beneficiary from the unreasonable or negative influence of others, divorce claims, paternity or maternity suits or claims, and other lawsuits; and

10. To protect the beneficiary against claims of third parties.

**C. Duty to Inform Beneficiary of Trust Benefits and Protections:**

Immediately prior to a Personal Asset Trust™ being established for a beneficiary hereunder, the then acting Trustee of the Trust shall, if at all practicable, have a private meeting or telephone call with such beneficiary to explain the above stated long term purposes and benefits of the Personal Asset Trust™ and to advise such beneficiary how he or she may maintain the benefits and protections that such trust provides. The Trustee is directed to have an estate planning specialist assist the Trustee in conducting this meeting or call and the Trustors hereby authorize the Trustee to employ the services of **Estate Management**,

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**INC.** for such purpose and waive any potential conflict that may otherwise deter them from acting; however, the Trustee is free to hire any attorney provided such attorney is an experienced estate planning specialist.

**D. Designation of Trustee:** Unless expressly stated otherwise elsewhere in this Trust Agreement, each beneficiary for whom a Personal Asset Trust™ is created shall act as sole Trustee of said trust. Said beneficiary shall have the right, at such time as said beneficiary is acting as sole Trustee and in said beneficiary's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said beneficiary as Co-Trustee of said trust. Said beneficiary shall also have the right, at any time thereafter and in said beneficiary's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said beneficiary appoints another independent bank or trust company in its place. "Independent" shall be defined as within the meaning of Internal Revenue Code Section 674(c). The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, at such time as said beneficiary is acting as sole Trustee, said beneficiary shall have the right to designate by Will or other written instrument, either individual(s) or an independent bank or trust company, to act as a successor Trustee or Co-Trustee(s) in said beneficiary's place, as the case may be, in the event of said beneficiary's death, incompetency, inability or unwillingness to act; but, if said beneficiary is still living, the majority of acting successor Trustees must be independent within the meaning of Internal Revenue Code Section 674(c) and said beneficiary shall not have the right to remove the successor Trustee or Co-Trustee so designated (once said Trustee or Co-Trustee has accepted his appointment), nor to appoint another in its place. Should said beneficiary fail to so designate a successor Trustee or Co-Trustees of such trust, then the successor Trustees of the Trust named in the Trust Agreement shall act in the order designated. Notwithstanding the foregoing provisions of this paragraph, the ability of said beneficiary to appoint a successor Trustee may be limited as set forth in the Sections of this Trust Agreement entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions".

**E. Administration of Personal Asset Trust™:** The Personal Asset Trust™ shall be held, administered and distributed by the Trustee appointed under this Section of the Trust Agreement as follows:

1. **Discretionary Distributions of Income and/or Principal:** The Trustee, shall have the power, in such Trustee's sole and absolute discretion, binding on all persons interested now or in the future in this trust, to distribute or apply for the benefit of the beneficiary for whom the trust was created (hereinafter the "primary beneficiary") and the primary beneficiary's issue or to a trust for their benefit, so much of the income and/or principal of the Trust Estate, and at such time or times as such Trustee shall deem appropriate for such distributees' health, support, maintenance and education; provided, however, whenever an independent Trustee or independent Co-Trustee is acting, the foregoing words "for such distributees' health, support, maintenance and education" shall not apply to said Trustee or Co-Trustee and shall be null and void as to said Trustee or

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Co-Trustee. Any income not distributed shall be accumulated and added to principal. In exercising the discretions conferred in this paragraph, the Trustee may pay more to or apply more for some beneficiaries to the exclusion of others, if such Trustee deems this necessary or appropriate in light of the circumstances, the size of the Trust Estate and the probable future needs of the beneficiaries. The Trustee shall, before making any such distributions, consider the Trustors' intent in creating the trust, as set forth above in paragraph B.

2. **Additional Guidelines for Distributions:** In addition to the provisions set forth above for making discretionary distributions of income and/or principal, the Trustee shall be further guided as follows in making such distributions. However, these subparagraphs are intended as, and are to be construed as, precatory guidance only, and all distributions shall be made in the sole and absolute discretion of the Trustee and shall be binding on all persons howsoever interested now or in the future in this trust, in accordance with paragraph 1 immediately above.

a. **Primary Beneficiary's Needs Considered First; Broad Interpretation of "Health, Support, Maintenance and Education":** In exercising the discretionary powers to provide benefits under this trust, the Trustee is requested to take into consideration that the primary purpose in establishing this trust is to provide for the present and future welfare of the primary beneficiary, and secondly, the present and future welfare of the primary beneficiary's issue. Furthermore, the Trustee may take into account any beneficiary's character and habits and his or her willingness and action to support himself or herself in light of his or her particular abilities and disabilities, and the needs of other beneficiaries, if any, of the same trust. Finally, the Trustors request that the Trustee be liberal in determining the needs of a beneficiary for health, support, maintenance and education and in conferring benefits hereunder. The term "health" need not take into account any private or governmental medical insurance or other medical payments to which a beneficiary may be entitled, and the Trustee may pay for the expense of providing health and medical insurance coverage for the beneficiary. The term "education" may include but is not limited to, all expenses incurred in connection with or by reason of a beneficiary's attendance at public or private elementary or high school, college, university or vocational, technical or other educational institution or specialized training programs (whether or not any such institution or program provider shall be a fully accredited educational institution), graduate or post-graduate education expenses, and all expenses incurred in providing such beneficiary with an education in a non-institutional setting; including, but not limited to, the expense of travel and charges for tutoring, tuition, room and board (whether or not charged by an educational institution at which such beneficiary shall be a student), laboratory fees, classroom fees, clothing, books, supplies, laboratory or other equipment or tools (including computer hardware and software) or other material or activities that the Trustee shall determine to be of educational benefit or value to such beneficiary. In determining the need for funds for education, the Trustee is requested to consider all direct and indirect expenses, including living expenses of the beneficiary and those persons who may be dependent upon said beneficiary. The terms "support" and

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"maintenance" may include but are not limited to investment in a family business, purchase of a primary residence, entry into a business, vocation or profession commensurate with a beneficiary's abilities and interests; recreational or educational travel; expenses incident to marriage or childbirth; and for the reasonably comfortable (but not luxurious) support of the beneficiaries. When exercising the powers to make discretionary distributions from the trust, the Trustee shall maintain records detailing the amount of each distribution made to any beneficiary from trust income and/or principal and the reasons for such distribution. The distributions made to a beneficiary shall not be allocated to or charged against the ultimate distributable share of that beneficiary (unless so provided in the primary beneficiary's exercise of his or her limited power of appointment).

b. **Consider the Situation of the Beneficiary:** In determining whether or not it is in the best interest of a beneficiary for any payment to be made to that beneficiary, the Trustee is requested to consider the financial responsibility, judgment and maturity of such beneficiary, including whether or not, at the time of such determination, such beneficiary: (i) is suffering from any physical, mental, emotional or other condition that might adversely affect the beneficiary's ability to properly manage, invest and conserve property of the value that would be distributed to said beneficiary; (ii) is at such time, or previously has been, a substantial user of or addicted to a substance the use of which might adversely affect the beneficiary's ability to manage, invest and conserve property of such a value; (iii) has demonstrated financial instability and/or inability to manage, invest and conserve the beneficiary's property; or (iv) is going through a period of emotional, marital or other stress that might affect the beneficiary's ability to manage, invest and conserve such property.

c. **Consider Any Written Letter of Instructions From the Trustors:** The Trustors may from time to time by written letter or other instrument, not constituting a holographic Will or codicil or amendment to any trust, set forth instructions to the Trustee as to how the Trustors wish the Trustee's discretion to be exercised. The Trustors recognize and intend that such instructions shall only be directive in nature and not binding on the Trustee or any beneficiary hereunder; however, the Trustors request, to the extent possible, that the Trustee be mindful of these instructions when administering the trust.

d. **Loans, Use of Trust Property and Joint Purchases Preferred Over Distributions:** The Trustee is directed, prior to making any distributions directly to or for the benefit of a beneficiary, to consider the alternatives of making a loan to the beneficiary, allowing the beneficiary the use of property of the Trust Estate (or such property to be acquired) and/or making a joint purchase of property with the beneficiary, pursuant to the paragraph below entitled "Special Trustee Powers".

F. **Restrictions on Distributions That Discharge Legal Obligations of a Beneficiary:** The primary beneficiary is expressly prohibited from making any distributions from the trust, either as Trustee or under any limited power of appointment, either directly

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or indirectly, in favor of anyone to whom the primary beneficiary owes a legal obligation, to satisfy, in whole or in part, such legal obligation. Any such distributions may only be made by the Trust Protector.

G. **Primary Beneficiary's Limited Power of Appointment:** The primary beneficiary shall have the following Limited Powers of Appointment. During the lifetime of the primary beneficiary, said beneficiary may appoint and distribute the accumulated income and/or principal to any individual and/or charitable organization, except for said beneficiary, said beneficiary's estate, said beneficiary's creditors, the creditors of said beneficiary's estate, the creditors of said beneficiary's spouse or issue, and the creditors of the estate of said beneficiary's spouse or issue, either outright or in trust upon such terms and conditions, and in such amounts or proportions as said beneficiary wishes. Upon the death of the primary beneficiary, the Trustee shall distribute any remaining balance, including accumulated income and principal, to any individual and/or charitable organization, except for said beneficiary's estate, said beneficiary's creditors, the creditors of said beneficiary's estate, the creditors of said beneficiary's spouse or issue, and the creditors of the estate of said beneficiary's spouse or issue, either outright or in trust upon such terms and conditions and in such amounts or proportions as said beneficiary shall appoint by said beneficiary's last unrevoked Will, codicil or other written instrument executed prior to said beneficiary's death and specifically referring to this power of appointment. "Charitable organization" as used herein shall refer not only to public charities but also to other entities qualifying for federal income tax charitable deductions, including but not limited to charitable lead and remainder trusts and private foundations. In the event there should be a failure of disposition of all or any portion of said income or principal, either in connection with the exercise or as a result of the nonexercise of the above testamentary limited power of appointment, all of said income and principal not disposed of shall be administered and distributed as set forth below in the paragraph entitled "Final Disposition of Trust". Notwithstanding the foregoing, if either of these powers of appointment is exercised in favor of a spouse or ex-spouse of the primary beneficiary or a spouse or ex-spouse of any of said beneficiary's issue, any such exercise shall be in trust and distributions from such trust to or for said spouse or ex-spouse shall be limited to payments of income and/or principal for health, maintenance and support, taking into account other assets and income available to the said spouse or ex-spouse. The primary beneficiary, in exercising a power of appointment, may impose limits upon the amount or percentage of income and/or principal to be paid to such spouse or ex-spouse and limit the duration of such payments. Any trust created as a result of the exercise of these powers of appointment shall be limited in duration to the perpetuities period applicable to trusts created under this Trust Agreement. The terms of this paragraph may be limited by the Section of the Trust Agreement entitled "Trust Protector Provisions."

H. **Right of Primary Beneficiary to Exchange Assets With the Trust:** The primary beneficiary at any time or from time to time may acquire or reacquire any portion of the Trust Estate of the trust, provided he substitutes therefor other property of an equivalent value, valued on the date of substitution. The Trust Protector shall determine whether the

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substituted property is of equivalent value. This provision is intended to make the trust a grantor trust such that trust income will be taxable to the primary beneficiary, even if accumulated. The Trust Protector may, at any time, terminate this power or reinstate it.

I. **Final Disposition of Trust:** If the primary beneficiary for whom the Personal Asset Trust™ has been created should die before complete distribution of said trust, and the beneficiary's above powers of appointment have not been fully exercised, said trust shall terminate and the remaining principal (including accumulated income added thereto) in said trust shall be held, administered and distributed pursuant to the respective paragraph of the Trust Agreement establishing said beneficiary's share as if it had been an original part thereof. Any share or portion thereof of any trust administered hereunder which is not disposed of under any of the foregoing provisions (or the provisions of the Section entitled "Trust Protector Provisions") shall be distributed pursuant to the paragraph of the Trust Agreement entitled "Distribution – Outright to Individual Beneficiaries, Collateral Heirs."

J. **Special Trustee Powers:** With respect to each Personal Asset Trust™ created under this Section, and in addition to or in lieu of the powers and authority granted to the Trustee under any other provisions of the Trust Agreement, during the existence of the Personal Asset Trust™ and until such time of its termination the Trustee, in his or her sole and absolute discretion, shall have the powers and authority to do the following.

1. **Permit Beneficiaries to Use Trust Assets:** The Trustors desire that the beneficiaries of the trust be given the liberal use and enjoyment of trust property. To the extent deemed practical or advisable in the sole and absolute discretion of the Trustee, the primary beneficiary (or other beneficiaries) of each trust hereunder may have the right to the use, possession and enjoyment of (a) all of the tangible personal property at any time held by such trust, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, and (b) all real property that may at any time constitute an asset of such trust. Such use, possession and enjoyment may be without payment of rent or any other financial obligation by such beneficiary (or beneficiaries). To the extent of the trust assets and unless voluntarily paid by such beneficiary (or beneficiaries), or by agreement with such beneficiary (or beneficiaries) they are to be paid by such beneficiary (or beneficiaries), the Trustee shall see to the timely payment of all taxes, insurance, maintenance and repairs, safeguarding and all other expenses and charges related to the preservation and maintenance of each and every such property. The Trustors request, but do not require, that any such use, possession or enjoyment by a beneficiary other than the primary beneficiary be subject to veto at any time by the primary beneficiary.

a. **Hold and Maintain A Residence For the Use of Beneficiaries:** The Trustee is specifically authorized to hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of any beneficiary of any trust. If the Trustee, in the Trustee's sole and absolute

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discretion, determines that it would be in the best interests of any beneficiary of any trust to maintain a residence for their use, but that the residence owned by the Trustee should not be used for such purpose, the Trustee is authorized to sell said residence and to apply the net proceeds of the sale to the purchase of such other residence or to make such other arrangements as the Trustee, in such Trustee's sole and absolute discretion, deems suitable for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of the trust and thereafter held, administered and disposed of as a part thereof. The Trustee is authorized to pay all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of any beneficiary of the trust; the Trustee may alternatively provide, by agreement with the beneficiary, that such charges and expenses, or a portion of them, are to be paid by the beneficiary. Having in mind the extent to which funds will be available for future expenditure for the benefit of the beneficiaries, the Trustee is authorized under this paragraph to expend such amounts as such Trustee shall, in his or her sole and absolute discretion, determine to maintain the current lifestyle of the beneficiaries and their personal care and comfort; the Trustors do not, however, desire that the Trustee assist the beneficiaries in maintaining a luxurious lifestyle.

2. **Special Investment Authority:** Notwithstanding any investment limitations placed on the Trustee under the Trust Agreement or the provisions of any state law governing this trust which may contain limitations such as the prudent investor rule, the Trustee is authorized to make the following types of investments of trust assets:

a. **Closely Held Businesses:** To continue to hold and operate, to acquire, to make investments in, to form, to sell, or to liquidate, at the risk of the Trust Estate, any closely held partnership, corporation or other business that a beneficiary is involved in as an owner, partner, employee, officer or director, as long as the Trustee deems it advisable. The Trustee shall not be liable in any manner for any loss, should such loss occur, resulting from the retention or investment in such business. In the absence of actual notice to the contrary, the Trustee may accept as correct and rely on financial or other statements rendered by any accountant for any such business. Any such business shall be regarded as an entity separate from the trust and no accounting by the Trustee as to the operation of such business shall be required to be made. The Trustee shall have these powers with respect to the retention and purchase of such business, notwithstanding any rule or law requiring diversification of assets. Additionally, the foregoing shall not be limited by the fact that the Trustee or related parties, or any of them, shall be owners, partners, employees, officers or directors of the business. This paragraph, however, shall not be deemed to be a limitation upon the right of the Trustee to sell the investment in any business if in the Trustee's sole and absolute discretion such sale is deemed advisable.

b. **Tangible Personal Property:** To acquire and/or continue to hold as an asset of the trust items of tangible personal property as an investment or for the

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use of a beneficiary, such as but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, home furniture and furnishings.

3. **Permit Self-Dealing:** Financial transactions, both direct and indirect, between any trust and any beneficiary and/or Trustee who is also a beneficiary of that trust (including, for example, the sole or joint purchase, sale or leasing of property, investments in mortgages, acquisitions of life insurance policies, employment in any capacity, lending, etc.), whether or not specifically described in the Trust Agreement as permitted between such parties, except to the extent expressly prohibited hereunder, are expressly authorized, notwithstanding any rule of law relating to self-dealing, provided only that the Trustee, in thus acting either on behalf of or with or for such trust, shall act in good faith to assure such trust receives in such transaction adequate and full consideration in money or money's worth. Furthermore, the Trustee shall have the power to employ professionals or other individuals to assist such Trustee in the administration of any trust as may be deemed advisable (and as more particularly described in the paragraph of the Trust Agreement entitled "Trustee Powers"), notwithstanding such person or entity may be, or is affiliated in business with, any Trustee or beneficiary hereunder. The compensation to which a Trustee who is also a beneficiary is entitled under the Trust shall not be reduced or offset by any employment compensation paid to such Trustee for services rendered outside the scope of such Trustee's ordinary fiduciary duties and responsibilities, or for reason of receiving sales or other fees or commissions on property sold to the trust by such Trustee (directly or indirectly), which sales are hereby authorized.

4. **Make Loans:** Loan money to any beneficiary, or to any estate, trust or company in which such person or any trust hereunder has an interest, or had an interest while living, for any purpose whatsoever (including but not limited to purchasing, improving, repairing and remodeling a principal residence or entering into, purchasing or engaging in a trade or business or professional career), with or without security and at such rate of interest as the Trustee shall determine in the exercise of reasonable fiduciary discretion, and, with respect to such loans and/or security interests, to renew, extend, modify and grant waivers. Notwithstanding the foregoing, and without limiting the ability of the Trustee to act in such Trustee's discretion under this paragraph, the Trustors hereby express their preference that, whenever economically feasible, any and all loans made pursuant to the provisions of this paragraph be adequately secured and bear interest at least at the higher of the "applicable federal rate" as set forth by the Internal Revenue Service for loans with similar payment terms and length or a fair market rate for such loans.

5. **Take Actions With Respect to Properties and Companies Owned in Common With A Beneficiary or Others:** The Trustee is specifically authorized, with or without the joinder of other owners of the property or securities that may be held in trust (and notwithstanding that one or more such other owners may be, directly or indirectly, a beneficiary or a fiduciary hereunder), to enter upon and carry out any plan (a) for the foreclosure, lease or sale of any trust property, (b) for the consolidation or merger, dissolution or liquidation, incorporation or reincorporation, recapitalization, reorganization,

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or readjustment of the capital or financial structure of any corporation, company or association, the securities of which, whether closely held or publicly traded, may form a part of such trust, or (c) for the creation of one or more holding companies to hold any such securities and/or properties (even if it leaves, following the termination of such trust, a trust beneficiary as a minority shareholder in such holding company), all as such Trustee may deem expedient or advisable for the furtherance of the interests of such trust and the carrying out of the Trustors' original intent as to such trust, its beneficiaries and as to those properties and/or securities. In carrying out such plan, such Trustee may deposit any such securities or properties, pay any assessments, expenses and sums of money, give investment letters and other assurances, receive and retain as investments of such trust any new properties or securities transferred or issued as a result thereof, and generally do any act with reference to such holdings as might be done by any person owning similar securities or properties in his own right, including the exercise of conversion, subscription, purchase or other rights or options, the entrance into voting trusts, etc., all without obtaining authority therefor from any court.

6. **Right to Distribute to Entities:** Any distribution from the trust, including a distribution upon trust termination (whether made by the Trustee or Trust Protector) may be made directly to an entity, such as a trust, "S" corporation, limited liability company or limited partnership, whether existing or newly created, rather than directly to the beneficiary (and if it is a newly created entity or one in which the Trust Estate holds an interest, the interest in the entity may be distributed to such beneficiary).

7. **Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners:** Without in any manner limiting any other power or right conferred upon the Trustee hereunder, the Trustee may divide a trust into separate trusts, and if a trust is held as, or divided into, separate trusts, the Trustee may, at any time prior to combining such trusts, treat the trusts in substantially different manners, including, without limitation, the right to: (a) make different tax elections (including the disproportionate allocation of the generation skipping tax exemption) with respect to each separate trust; (b) make disproportionate principal distributions; (c) exercise differently any other discretionary powers with respect to such separate trusts; (d) invest the property of such separate trusts in different investments, having different returns, growth potentials, or bases for income tax purposes; and (e) take any and all other actions consistent with such trusts being separate entities. Furthermore, the holder of any power of appointment with respect to any trust so divided may exercise such power differently with respect to the separate trusts created by the division of a trust.

## **TRUST PROTECTOR PROVISIONS**

A. **Purpose of Trust Protector:** The Trustors have established the position of Trust Protector for the reasons and purposes set forth below, which are intended as general guidelines only and in no way shall limit any other provisions relating to the Trust Protector.

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1. **Insulate the Trustee From Negative Influences:** To protect the Trustee from the negative, or potentially negative, influences of third parties and to protect the Trust Estate and its beneficiaries from damaging, or potentially damaging, conduct by the Trustee.

2. **Carry Out the Purposes of the Trust:** To help ensure that the Trustors' purposes in establishing the Trust Agreement, as defined elsewhere herein, will be properly carried out.

3. **Adapt to Changing Laws and Conditions:** To adapt the provisions of the Trust Agreement to law changes, changes in interpretation of the law or other changing conditions that threaten to harm the Trust or its beneficiaries, keeping in mind the dispositive wishes of the Trustors and the Trustors' desires as expressed in the Trust Agreement.

B. **Designation of Trust Protector:** In addition to the Trustee and Special Co-Trustee provided in the Trust Agreement, there shall, from time to time, be a Trust Protector whose limited powers and duties are defined below. The order of succession of Trust Protector shall be as follows:

1. **Initial Trust Protector:** The Special Co-Trustee, at any time and in his sole and absolute discretion, may appoint a Trust Protector of the entire Trust or of any separate trust established hereunder (hereinafter the trust for whom a Trust Protector is appointed shall be referred to as "the affected trust") by a writing delivered to the Trustee of the affected trust. The Trustors request that the Special Co-Trustee, prior to making the appointment, meet (in person or by telephone) with **Estate Management, INC.** to help ensure the appropriate selection of the initial Trust Protector.

2. **Successor Trust Protector:** Upon the removal, death, incompetency, inability or unwillingness to act of the initial Trust Protector (including a written resignation delivered to the Trustee of the affected trust), the next succeeding Trust Protector shall be appointed either by the Special Co-Trustee or by the initial Trust Protector (except as limited by paragraph 4 below) in writing delivered to the Trustee of the affected trust (the first such writing delivered to the Trustee shall control). All further successor Trust Protectors shall be appointed in the same manner, except that where the word "initial" is used in the foregoing sentence there shall be substituted the words "last appointed".

3. **Qualifications to Act as Trust Protector:** A Trust Protector may act once he has accepted, in writing, his appointment and, other than the case of the initial Trust Protector, has delivered a copy of his appointment and acceptance to the last appointed Trust Protector. Notwithstanding the foregoing, at no time may a Trust Protector be appointed or otherwise act if such person or entity is a currently acting Trustee or Special Co-Trustee or is a current beneficiary of the affected trust or is related to any such

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beneficiary in any of the following ways: as spouse, ancestor or issue, brother, sister, employee of such beneficiary or of any corporation, firm or partnership in which such beneficiary is an executive or has stock or other holdings which are significant from the viewpoint of control, or is otherwise "related or subordinate to" such beneficiary under Internal Revenue Code Sections 674(a) and (c) and the Regulations thereunder or any similar succeeding Sections or Regulations.

4. **Removal of Trust Protector:** The primary beneficiaries of the affected trust may by majority vote, and at any time and for any reason, remove the current Trust Protector by delivering to said Trust Protector and to the Special Co-Trustee a signed instrument setting forth the intended effective time and date of such removal. The Special Co-Trustee shall then appoint a successor Trust Protector in accordance with paragraph 2 above (the Trust Protector removed shall no longer have the power under paragraph 2 to appoint his successor). The powers of removal under this paragraph may be limited by the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective."

5. **Temporarily Filling A Trust Protector Vacancy:** If at any time a vacancy in the office of Trust Protector has not yet been filled as otherwise provided above (including the time before the initial Trust Protector is appointed), such office may be filled promptly, on a temporary basis, by a bank or trust company experienced in trust administration or an attorney (or law firm) who is an experienced tax and/or estate planning specialist provided they meet the qualifications set forth in paragraph 3 above. The Trustors request, but do not require, that the **Estate Management, INC.** act as such temporary Trust Protector and the Trustors hereby waive any conflict of interest that may arise if **Estate Management, INC.** also has dealings with the Trustee of the affected trust and/or the Trustors (or Surviving Spouse). Any Trust Protector acting under this paragraph shall first notify the Trustee of the affected trust and only serve as Trust Protector until such time as a successor Trust Protector is appointed by the Special Co-Trustee in accordance with paragraph 2 above and there is delivered to the Trust Protector acting under this paragraph a written acceptance of such appointment signed by the successor Trust Protector.

C. **Limited Powers of the Trust Protector:** The Trust Protector shall not have all the broad powers of a Trustee; rather, the powers of the Trust Protector shall be limited to the powers set forth below. The Trustors direct the Trust Protector, prior to exercising any power, to consult with **Estate Management, Inc.** or a competent law firm or attorney specializing in estate planning or asset protection in order to be fully informed of the consequences of exercising such power.

1. **Give Advance Notice to Affected Beneficiaries:** Within a reasonable time prior to the exercise of any power under this paragraph C, the Trust Protector shall provide to the Trustee and the primary beneficiary or beneficiaries of the affected trust a written notice, setting forth the power intended to be exercised, the intended date of exercise and the reasons for exercise. The Trust Protector shall, in his sole and

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absolute discretion, determine what is "a reasonable time", as the Trustors recognize that emergency situations may arise which may permit little or no time for advance notice or, as a practical matter, it may be too difficult to notify the beneficiary; the Trustors specifically waive this advance notice requirement when the particular beneficiary is "incapacitated" as defined below. Once notice is given, the Trust Protector shall not exercise the power prior to the date specified in the notice, unless the Trust Protector in his sole and absolute discretion determines that an emergency so warrants. A person shall be deemed "incapacitated" if in the Trustee's sole and absolute discretion, it is impracticable for said person to give prompt, rational and prudent consideration to financial matters, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause. A person shall be conclusively deemed "incapacitated" if a conservator of the person or his or her estate, or both, has been appointed by a court having jurisdiction over such matters or two (2) licensed physicians who are not related by blood or marriage to such person have examined said person and stated in writing that such incapacity exists; the Trust Protector may, but shall not be under any duty to, institute any inquiry into a person's possible incapacity (such as, but not limited to, by drug testing) or to obtain physician statements; and if he does, then the expense may be paid from the Trust Estate of said person's trust.

2. **Postpone Distributions:** Notwithstanding any other provisions of the Trust Agreement, except the paragraph herein entitled "Perpetuities Savings Clause - Descendents", the Trust Protector shall have the power to postpone any distribution of income and/or principal otherwise required to be made from the affected trust to any one or more of its beneficiaries (including as the result of exercise of a power of appointment or withdrawal right) and to postpone the termination of such trust which might otherwise be required if the Trust Protector, in his or her sole and absolute discretion, determines, after taking into consideration the Trustors' overall intent as expressed in the Trust Agreement, that there is a compelling reason to do so. A "compelling reason" may include but is not limited to: the beneficiary requesting in writing that distributions be retained by the trust; the beneficiary being "incapacitated" as defined in paragraph 1 immediately above; the beneficiary contemplating, or in the process of filing for or has a pending bankruptcy; a pending or threatened divorce, paternity or maternity claim or other lawsuit; a creditor claim (including for unpaid taxes or reimbursement of government benefits); an existing judgment or lien; the fact the beneficiary is receiving (or may in the near future receive) government or other benefits that may be jeopardized; the beneficiary having demonstrated financial instability and/or inability to manage, invest or conserve the beneficiary's own property; the beneficiary being under the negative influence of third parties, such that the beneficiary's good judgment may be impaired; a serious tax disadvantage in making such distribution; or any other substantially similar reasons. Any such postponement of distribution or termination may be continued by the Trust Protector, in whole or in part and from time to time, up to and including the entire lifetime of the beneficiary. While such postponement continues, all of the other provisions previously applicable to such trust shall continue in effect, except (a) any power of appointment or withdrawal shall be exercisable only with the approval of the Trust Protector and (b) distributions of income and/or principal shall only be

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made to or for the benefit of the beneficiary from time to time and in such amounts as the Trust Protector, in his or her sole and absolute discretion, deems appropriate for the best interests of the beneficiary; provided, however, the Trust Protector may, in his or her sole and absolute discretion, determine that the beneficiary's situation is extreme enough to warrant the establishment of a special needs trust pursuant to other provisions of this Section of the Trust Agreement. Notwithstanding the above, this paragraph shall not apply with respect to the Marital Trust (if any) to the extent it would disqualify the Marital Trust for the estate tax marital deduction (if duly elected by the appropriate estate representative). The Trust Protector may also, from time to time, make certain distributions which cannot be made by the primary beneficiary because of limits imposed in the paragraph of this Section entitled "Restrictions on Distributions That Discharge Legal Obligations of the Beneficiary."

3. **Terminate A Trust Due to Unforeseen Conditions:** The Trustors recognize that some or all of the following conditions may arise in the future, although they cannot be foreseen at the time of creation of this Trust: (a) a radical, substantial and negative change in the political, economic or social order in the United States of America; (b) legislation or IRS or court decisions highly detrimental to a trust or beneficiary hereunder (including, for example, if the federal estate tax or IRA required minimum distribution rules are modified, repealed or no longer applicable and the non-tax reasons for the trust no longer justify the trust's existence); (c) a beneficiary's capability to prudently manage his own financial affairs or a radical, positive change in his situation regarding possible third party claims; (d) a beneficiary no longer has a need for (or the availability of) government benefits; and (e) other events that may greatly impair the carrying out of the intent and purposes of the Trust Agreement. If any of the foregoing conditions occur, the Trust Protector may, in addition to the other powers granted him or her, in his sole and absolute discretion, and keeping in mind the Trustors' wishes and dispositive provisions of the Trust Agreement, terminate the affected trust, or a portion thereof, and distribute same to or for the benefit of the primary beneficiary thereof (notwithstanding any other provisions of the Trust Agreement), or to a newly created or existing Personal Asset Trust™ for that beneficiary.

4. **Revise or Terminate A Trust So It Can Qualify As A "Designated Beneficiary" of An IRA or Retirement Plan:** In the event that the affected trust does not qualify as a "designated beneficiary" of an IRA or other retirement plan as that term is used in Internal Revenue Code Section 401(a)(9), the Regulations thereunder and any successor Section and Regulations, the Trust Protector may, keeping in mind the Trustors' wishes and the dispositive provisions of this Trust Agreement: (a) revise or reform the terms of this Trust Agreement in any manner so that the affected trust will qualify as a "designated beneficiary" (any such revision or reformation may by its terms apply retroactively to the inception of this Trust Agreement or creation of any separate trust established hereunder); or (b) deem it to have been dissolved in part or in whole as of September 30 of the year following the year of the participant-Trustor's death, with fee simple interest vesting outright in the primary beneficiary and the rights of all other persons who might otherwise have an interest as succeeding life income beneficiaries or as remaindermen shall cease. If the

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beneficiary is still a minor, the Trustee may designate a custodian and transfer the principal and accrued income of the beneficiary's trust to the custodian for the benefit of the minor under relevant state law until such beneficiary attains age twenty-five (25). A receipt from the custodian shall be a complete discharge of the Trustee as to the amount so paid. Notwithstanding any provisions of this Trust Agreement to the contrary, after the participant-Trustor's death this Trust or any separate trust established hereunder shall not terminate and be distributed in full prior to September 30 of the year following the year of the participant-Trustor's death pursuant to this paragraph if this will result in this Trust or any separate trust established hereunder not qualifying as a "designated beneficiary". Notwithstanding the above, this paragraph shall not apply with respect to the Marital Trust (if any) to the extent it would disqualify the Marital Trust for the estate tax marital deduction (if the appropriate estate representative plans to duly elect to qualify the Marital Trust for said deduction).

5. **Modify Certain Other Trust Provisions:** The Trust Protector shall have the power, in his or her sole and absolute discretion, at any time and from time to time, to delete, alter, modify, amend, change, add to or subtract from all or any part of the various paragraphs and provisions of the Trust Agreement and any trust created thereunder, effective (even retroactively) as of the date determined by the Trust Protector, for the following purposes.

a. **Change Income Tax Treatment of the Trust:** The Trust Protector may, at any time, and from time to time, create, terminate and/or reinstate a power granted to a beneficiary, either prospectively or retroactively, in order to enable trust income to be income taxable to a beneficiary, even as income accumulates in the trust, or to be taxable to the Trust, if the Trust Protector deems this to be in the best interests of the affected trust and its beneficiaries. In accordance with the foregoing, the Trust Protector shall have the power, under the paragraph herein entitled "Right of Primary Beneficiary to Exchange Assets with the Trust", to determine whether substituted property is of equivalent value.

b. **Protect A Disabled Beneficiary's Government Benefit By Establishing a Special Needs Trust:** The Trust Protector may take any such actions he or she deems appropriate or necessary in connection with a beneficiary's qualification for, receipt of and/or possible future liability to reimburse government benefits (whether income, medical, disability or otherwise) from any agency (state, federal or otherwise), such as but not limited to Social Security, Medicare, SSI and state supplemental programs. In particular, but not by way of limitation, the Trust Protector may add new trust provisions to govern administration and distribution of assets for the benefit of the beneficiary (such as would create a "special needs trust").

c. **Protect a Beneficiary From Himself or From Creditors by Establishing a Spendthrift Trust or Eliminating Any General Power of Appointment:**

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In the event there is a compelling reason to postpone distributions to a beneficiary pursuant to the paragraph of this Section entitled "Postpone Distributions," the Trust Protector may alternatively, in his or her sole discretion, add new trust provisions to govern administration and distribution of assets for the benefit of said beneficiary (such as would create a "spendthrift trust" in the form recognized by the laws of the state(s) in which trust assets are located). Furthermore, the Trust Protector may, in his or her sole discretion, in order to protect the beneficiaries of a Trust beneficiary, terminate and/or reinstate said Trust beneficiary's testamentary general power of appointment, if any, under any section of this Trust Agreement pertaining to Generation Skipping Tax Provisions.

6. **Change Legal Jurisdiction of the Trust:** The Trust Protector may change the situs of the affected trust to another jurisdiction by any such means deemed appropriate by the Trust Protector. This paragraph shall in no way limit the Trustee's power and authority to change the situs of this Trust or any separate trust established hereunder.

7. **Remove and Reinstate a Trustee:** The Trust Protector shall have the power at any time to remove the acting Trustee of the affected trust (but not the Special Co-Trustee) for any reason which he believes to be in the best interests of the beneficiaries. Such removal shall be stated in writing and delivered to the Trustee. The successor Trustee shall then be determined and appointed in accordance with the Section of the Trust Agreement entitled "Successors" trustees. At any time after the Trust Protector removes a Trustee, the Trust Protector may reinstate the previously removed Trustee and the order of successor Trustees shall be thereafter determined as if such reinstated Trustee was never removed.

8. **Eliminate Own Powers:** The Trust Protector shall have the power, on his own behalf and/or on behalf of all successor Trust Protectors, to release, renounce, suspend, reduce, limit and/or eliminate any or all of his enumerated powers and to make the effective date any date he wishes, including ab initio to the date of establishment of a trust hereunder or retroactively to the date of death of either of both of the Trustors, by a writing delivered to the Trustee of the affected trust.

9. **Limitations on Above Powers:** The Trust Protector may not exercise any power if he is compelled by a court or other governmental authority or agency to do so or is otherwise acting under the duress or undue influence of an outside force; if the Trust Protector is so compelled, or under such duress or influence, his powers shall become void prior to exercise; these limitations are in addition to those contained in the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective." The Trust Protector is directed not to exercise any of the foregoing powers if such exercise will result in any substantial, direct or indirect financial benefit to anyone who at the time of exercise is not an ancestor, spouse or issue of a primary beneficiary or is not already a present or contingent beneficiary of this Trust (except as may be stated in any special needs trust with respect to final disposition of the trust). The Trust Protector shall not exercise any power that may be construed as a general power of appointment to himself,

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his creditors, his estate or the creditors of his estate under Internal Revenue Code Sections 2041 and 2514, or that would otherwise cause the inclusion of any of the Trust Estate in the Trust Protector's taxable estate for estate, inheritance, succession or other death tax purposes.

D. **Limited Liability of the Trust Protector:** The Trust Protector shall not be held to the fiduciary duties of a Trustee. The Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, merely by reason of his appointment as Trust Protector and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Trust Protector to act. Furthermore, the Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Trust Protector a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care. In the event a lawsuit against the Trust Protector fails to result in a judgment against him, the Trust Protector shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

E. **Compensation:** The Trust Protector shall not be entitled to compensation merely as the result of his appointment. The Trust Protector shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Trust Protector shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

F. **Waiver of Bond:** No bond shall be required of any individual or entity acting as Trust Protector.

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## MISCELLANEOUS PROVISIONS

A. **Prohibition Against Contest:** If any devisee, legatee or beneficiary under the Trust Agreement or any amendment to it, no matter how remote or contingent such beneficiary's interest appears, or any legal heir of the Trustors, or either of them, or any legal heir of any prior or future spouse of either Trustor (whether or not married to the Trustor at the time of the Trustor's death), or any person claiming under any of them, directly or indirectly does any of the following, then in that event the Trustors specifically disinherit each such person, and all such legacies, bequests, devises and interests given to that person under the Trust Agreement or any amendment to it shall be forfeited and shall be distributed as provided elsewhere herein as though he or she had predeceased the Trustors without issue:

- (a) unsuccessfully challenges the appointment of any person named as a Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, or unsuccessfully seeks the removal of any person acting as a Trustee, Special Co-Trustee or Trust Protector;
  - (b) objects in any manner to any action taken or proposed to be taken in good faith by the Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, whether the Trustee, Special Co-Trustee or Trust Protector is acting under court order, notice of proposed action or otherwise, and said action or proposed action is later adjudicated by a court of competent jurisdiction to have been taken in good faith;
  - (c) objects to any construction or interpretation of the Trust Agreement or any amendment to it, or the provisions of either, that is adopted or proposed in good faith by the Trustee, Special Co-Trustee or Trust Protector, and said objection is later adjudicated by a court of competent jurisdiction to be an invalid objection;
  - (d) claims entitlement to (or an interest in) any asset alleged by the Trustee to belong to the Trustors' estates (whether passing through the Trustors' probate estate, or by way of operation of law or through the Trustors' Living Trust, IRA Inheritance Trust, if any, or otherwise), whether such claim is based upon a community or separate property right, right to support or allowance, a contract or promise to leave something by Will or trust (whether written or oral and even if in exchange for personal or other services to the Trustors), "quantum meruit," constructive trust, or any other property right or device, and said claim is later adjudicated by a court of competent jurisdiction to be invalid;
  - (e) files a creditor's claim against the assets of the Trustors' estates (whether passing through the Trustors' probate estate, or by way of operation of law or
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through the Trustors' Living Trust, IRA Inheritance Trust, if any, or otherwise) and such claim is later adjudicated by a court of competent jurisdiction to be invalid;

- (f) anyone other than the Trustors attacks or seeks to impair or invalidate (whether or not any such attack or attempt is successful) any designation of beneficiaries for any insurance policy on the Trustors' lives or any designation of beneficiaries for any bank or brokerage account, pension plan, Keogh, SEP or IRA account, employee benefit plan, deferred compensation plan, retirement plan, annuity or other Will substitute of either Trustor;
- (g) in any other manner contests this Trust or any amendment to it executed by the Trustors (including its legality or the legality of any provision thereof, on the basis of incapacity, undue influence, or otherwise), or in any other manner, attacks or seeks to impair or invalidate this Trust, any such amendment or any of their provisions;
- (h) conspires with or voluntarily assists anyone attempting to do any of the above acts;
- (i) refuses a request of the Trustee to assist in the legal defense against any of the above actions.

Expenses to legally defend against or otherwise resist any above contest or attack of any nature shall be paid from the Trust Estate as expenses of administration. If, however, a person taking any of the above actions is or becomes entitled to receive any property or property interests included in the Trustors' estates (whether passing through the Trustors' probate estate, or by way of operation of law or through the Trustors' Living Trust, IRA Inheritance Trust, if any, or otherwise), then all such expenses shall be charged dollar-for-dollar against and paid from the property or property interests that said person would be entitled to receive under the Trust Agreement or the Trustors' Wills, whether or not the Trustee (or Executor under the Trustors' Wills) was successful in the defense against such person's actions.

The Trustors caution the Trustee against settling any contest or attack or any attempt to obtain an adjudication that would interfere with the Trustors' estate plan and direct that, prior to the settlement of any such action short of a trial court judgment or jury verdict, the Trustee seek approval of any such settlement from the appropriate court having jurisdiction over this Trust. In ruling on any such petition for settlement, the Trustors request the Court to take into account the Trustors' firm belief that no person contesting or attacking the Trustors' estate plan should take or receive any benefit from the Trust Estate or from the Trustors' estate (whether passing through the Trustors' probate estate, or by way of operation of law or through the Trustors' Living Trust, IRA Inheritance Trust, if any, or otherwise) under any theory and, therefore, no settlement should be approved by the

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Court unless it is proved by clear and convincing evidence that such settlement is in the best interest of the Trust Estate and the Trustors' estate plan.

In the event that any provision of this paragraph is held to be invalid, void or illegal, the same shall be deemed severable from the remainder of the provisions in this paragraph and shall in no way affect, impair or invalidate any other provision in this paragraph. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Notwithstanding the foregoing, the provisions of this paragraph shall not be deemed to apply to the Surviving Spouse in connection with the Survivor's Trust; however, such provisions shall apply to the Surviving Spouse in connection with the Marital Trust and the Exemption Trust. The provisions of this paragraph shall not apply to any disclaimer (or renunciation) by any person of any benefit (or right or power) under the Trust Agreement or any amendment to it.

**B. Compelled Exercise of Powers Not Effective:** It is the Trustors' intent that the terms of the Trust Agreement be carried out free from outside interference. Therefore, notwithstanding any other provisions of the Trust Agreement, the purported exercise of any power granted under the Trust Agreement, whether by a Trustee, Special Co-Trustee, Trust Protector or a beneficiary, including a power of appointment, withdrawal, substitution or distribution, shall be of no force and effect if such purported exercise was the result of compulsion. The purported exercise of a power shall be deemed to be the result of compulsion if such exercise is (i) in response to or by reason of any order or other direction of any court, tribunal or like authority having jurisdiction over the individual holding the power, the property subject to the power or the trust containing such property or (ii) the result of an individual not acting of his or her own free will. An individual's agent may not exercise a power given to such individual under the Trust Agreement if such purported exercise is in response to or by reason of any such order or direction unless the order or direction was obtained by the agent in a proceeding in which the agent was the moving party or voluntarily acquiesced. Notwithstanding the above, if a Trustee's failure to exercise a power or to acquiesce in a beneficiary's exercise of a power may result in exposing a Trustee to serious personal liability (such as contempt of court or other sanctions), a Trustee may: (a) withdraw and permit the Special Co-Trustee to act instead in relation to such purported exercise of a power; (b) if the Special Co-Trustee would also be exposed to such liability, then the Trustee may notify the Trust Protector who may, in his discretion, act if permitted under the Trust Agreement; or (c) if neither the Special Co-Trustee nor the Trust Protector acts, then the Trustee may exercise or acquiesce in a beneficiary's exercise of a power.

**C. Creditor's Rights -- Spendthrift Provisions:** Notwithstanding anything to the contrary below, this paragraph shall not apply to the Surviving Spouse with respect to the principal and income of the Survivor's Trust and the income of the Marital Trust. Subject to the express grant herein of certain rights to withdraw or substitute assets and/or

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powers of appointment, if any, no beneficiary under the trusts created herein shall assign, transfer, alienate or convey, anticipate, pledge, hypothecate or otherwise encumber his or her interest in principal or income hereunder prior to actual receipt. To the fullest extent permitted by law: (1) neither the principal of these trusts nor any income of these trusts shall be liable for any debt of any beneficiary, any beneficiary's spouse, ex-spouse or others, or be subject to any bankruptcy proceedings or claims of creditors of said persons (including said persons' spouses or ex-spouses), or be subject to any attachment, garnishment, execution, lien, judgment or other process of law; (2) no interest of any beneficiary shall be subject to claims of alimony, maternity, paternity, maintenance or support; and (3) no power of appointment or withdrawal or substitution shall be subject to involuntary exercise. Should the Trustee so desire, the Trustee may as a condition precedent, withhold payments of principal or interest under this Trust until personal order for payment is given or personal receipt furnished by each such beneficiary as to his or her share. The Trustee may, alternatively in the Trustee's sole and absolute discretion, deposit in any bank designated in writing by a beneficiary to his or her credit, income or principal payable to such beneficiary. The Trustee may, alternatively in the Trustee's sole and absolute discretion, hold and accumulate any income and/or principal so long as it may be subject to the claims, control or interference of third parties, up to and until the beneficiary's death, at which time it shall be distributed in accordance with the beneficiary's exercise of his or her power of appointment, if any, and/or pay to or for the benefit of the beneficiary only such sums as the Trustee deems necessary for said beneficiary's reasonable health, support, maintenance and education.

D. **Trustee Power to Determine Principal and Income:** The Trustee shall determine what is principal or income of the Trust Estate, and apportion and allocate any and all receipts and expenses between these accounts, in any manner the Trustee determines, regardless of any applicable state law to the contrary. In particular (but not by way of limitation), the Trustee shall have sole and absolute discretion to apportion and allocate all receipts and expenses between principal and income in whole or in part, including the right to: allocate capital gains; elect whether or not to set aside a reserve for depreciation, amortization or depletion, or for repairs, improvement or upkeep of any real or personal property, or for repayments of debts of the Trust Estate; and charge Trustee's fees, attorney's fees, accounting fees, custodian fees and other expenses incurred in the collection, care, management, administration, and protection of the Trust Estate against income or principal, or both. The exercise of such discretion shall be conclusive on all persons interested in the Trust Estate. The powers herein conferred upon the Trustee shall not in any event be so construed as allowing an individual to exercise the Trustee's sole and absolute discretion except in a fiduciary capacity.

E. **Broad Trustee Power to Invest:** It is the Trustor's express desire and intention that the Trustee shall have full power to invest and reinvest the Trust Estate without being restricted to forms and investments that the Trustee may otherwise be permitted to make by law. The Trustee is empowered to invest and reinvest all or any part of the Trust Estate in such property as the Trustee in his discretion may select including but

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not limited to bank accounts, money market funds, certificates of deposit, government bonds, annuity contracts, common or preferred stocks, closely held businesses, shares of investment trusts and investment companies, corporate bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, put and call options, commodities, commodities futures contracts and currency trading. When selecting investments, the Trustee may take into consideration the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of the Trust Estate and its beneficiaries, the amount and nature of all assets available to beneficiaries from sources outside the Trust and the beneficiaries' economic circumstances as a whole, and shall exercise the judgment that a reasonable person would if serving in a like capacity under the same circumstances and having the same objectives.

In addition to the investment powers conferred above, the Trustee is authorized (but not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would be forbidden by the "prudent person" (or "prudent investor") rule. In making investments, the Trustee may disregard any or all of the following factors: (i) whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal; (ii) whether the acquisition or retention of a particular investment, or the trust investments collectively, is consistent with any duty of impartiality as to the different beneficiaries (the Trustor intends no such duty shall exist); (iii) whether the trust is diversified (the Trustor intends that no duty to diversify shall exist); and (iv) whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts (the Trustor intends the Trustee to have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy). The Trustor's purpose in granting the foregoing broad authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, the Trustee shall not be liable for any loss in value of an investment merely because of the nature, class or type of the investment or the degree of risk presented by the investment, but shall be liable if the Trustee fails to meet the "reasonable person" standard set forth above or if the Trustee's procedures in selecting and monitoring the particular investment are proven by affirmative evidence to have been negligent, and such negligence was the proximate cause of the loss.

Notwithstanding the foregoing, to the extent required for federal estate tax purposes, the aggregate return of all investments of the Survivor's Trust and the Marital Trust (if any) shall be required to be reasonable in light of then existing circumstances.

F. **Special Co-Trustee Provisions:** Notwithstanding anything in the Trust Agreement to the contrary, the powers, duties or discretionary authority granted hereunder to any Trustee shall be limited as follows:

1. **Prohibited and Void Trustee Powers:** Except where a beneficiary shall act as sole Trustee of his or her share, no Trustee shall participate in the exercise of any discretionary authority to allocate receipts and expenses to principal or income, any discretionary authority to distribute principal or income, or any discretionary authority to

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terminate any trust created hereunder, if distributions could then be made to the Trustee or the Trustee has any legal obligation for the support of any person to whom distributions could then be made. Any other power, duty or discretionary authority granted to a Trustee shall be absolutely void to the extent that either the right to exercise such power, duty or discretionary authority or the exercise thereof shall in any way result in a benefit to or for such Trustee which would cause such Trustee to be treated as the owner of all or any portion of any of the trusts created herein for purposes of federal or state income tax, gift, estate or inheritance tax laws. Notwithstanding the foregoing, a beneficiary may have and exercise a power, duty or discretionary authority that causes any Personal Asset Trust™ created hereunder to be a grantor trust with said beneficiary being treated as the owner for income tax purposes. Notwithstanding the foregoing, this paragraph shall not apply during the joint lifetimes of the Trustors, nor shall it apply to the Surviving Spouse at all with respect to the Survivor's Trust, nor shall it apply to the Surviving Spouse with respect to the Marital Trust as regards ownership of the Marital Trust for income tax laws or as regards ownership of the Marital Trust for estate tax laws, if the Marital Trust is qualified for the estate tax marital deduction and such deduction has been or will be elected and claimed on the federal estate tax return, nor shall it apply when the exercise of any power, duty, or discretionary authority relates to any provisions herein directed towards preserving the trust estate for beneficiaries named in the Trust Agreement in the event a Trustor should require long-term health care and/or nursing home care. Should a Trustee be prohibited from participating in the exercise of any power, duty, or discretionary authority, or should a power, duty or discretionary authority granted to a Trustee be absolutely void, as a result of the foregoing, then such power, duty or discretionary authority may be exercised in accordance with the following paragraphs.

2. **Exercise of Power by an Existing Independent Co-Trustee:** In the event that the right to exercise or the exercise of any power, duty or discretionary authority is prohibited or void as provided above, or is prohibited elsewhere in this Trust Agreement with respect to "incidents of ownership" of life insurance, or the Special Co-Trustee is given any other powers or authority under this paragraph "Special Co-Trustee Provisions," the remaining Co-Trustee, if any, shall have the right to exercise and may exercise said power, duty or discretionary authority, provided the Co-Trustee is independent within the meaning set forth in Internal Revenue Code Section 674(c) or any successor statute or regulations thereunder.

3. **Exercise of Power if No Existing Independent Co-Trustee:** In the event there is no independent Co-Trustee capable of exercising any power, duty or discretionary authority which is prohibited or void as provided above, or which is given to the Special Co-Trustee elsewhere herein, then the following procedure shall apply:

a. **Appointment of Special Co-Trustee:** The next succeeding, Trustee or Co-Trustees, as the case may be, of the Trust (or, if only a particular, separate trust created under this Trust Agreement is affected by the exercise of such power, duty or authority, then the next succeeding Trustee or Co-Trustees of said separate trust) who is

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not disqualified under paragraph "2" above, shall serve as Special Co-Trustee of the Trust herein created. However, if none of the above named individuals qualifies or chooses to act, then they shall have such right to designate this successor in the order their names appear as succeeding Trustee or Co-Trustees.

b. **Removal of a Corporate Special Co-Trustee:** If there is a corporate Special Co-Trustee acting hereunder, a majority in number of the beneficiaries to whom the Trustee is to or may distribute the income may remove said Trustee and, if so removed, must appoint a successor corporate Special Co-Trustee.

4. **Protect the Trust Estate by Appointment and Removal of An Independent Co-Trustee:** In addition to any other powers granted to the Special Co-Trustee under the Trust Agreement, in the event that the Special Co-Trustee named above, in his sole and absolute discretion, determines that it is necessary in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries of any trust established under the Trust Agreement from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may appoint a Co-Trustee (to immediately act with the then existing Trustee) who is independent from the party to be protected within the meaning set forth in Internal Revenue Code Section 674(c). The Special Co-Trustee may appoint himself to act as such Co-Trustee if he is independent within the meaning of Internal Revenue Code Section 674(c). In addition, if the Special Co-Trustee, in his sole and absolute discretion, determines that it is no longer necessary for an independent Co-Trustee to act in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may remove any independent Co-Trustee whom was either appointed by another acting Trustee of the Trust pursuant to other provisions of the Trust Agreement (if any) or appointed by the Special Co-Trustee, and shall not be required to replace such removed independent Co-Trustee with another.

5. **Limited Responsibilities of Special Co-Trustee:** The responsibilities of the Special Co-Trustee shall be limited to the exercise of the Trustee power, duty or discretionary authority prohibited or void as provided in the Trust Agreement, and the Special Co-Trustee powers regarding the appointment and removal of an independent Co-Trustee as permitted above, and appointment of a Trust Protector as permitted in the Section of the Trust Agreement entitled "Trust Protector Provisions," and said Special Co-Trustee shall not be concerned with, nor shall have, any power, duty or authority with respect to any other aspects of administration of the Trust Estate.

6. **Limited Liability of the Special Co-Trustee:** The Special Co-Trustee shall not be held to the fiduciary duties of a Trustee. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, merely by reason of his appointment as Special Co-Trustee and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this

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Trust, its beneficiaries or otherwise that may warrant the Special Co-Trustee to act. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust either now or in the future, for failing to properly or timely appoint a Trust Protector or to properly or timely advise a Trust Protector of any circumstances or facts that might impact a Trust Protector's decisions. Furthermore, the Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Special Co-Trustee a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care and in good faith. In the event a lawsuit against the Special Co-Trustee fails to result in a judgment against him, the Special Co-Trustee shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

7. **Compensation**: The Special Co-Trustee shall not be entitled to compensation merely as the result of his appointment. The Special Co-Trustee shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Special Co-Trustee shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

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8. **Waiver of Bond**: No bond shall be required of any individual or entity acting as Special Co-Trustee.

In all other respects the Trustors and the Trustees confirm the Trust.

Dated: February 12, 2008


"Trustors"

  
Von Elias Adams

  
Jo Ann Adams

"Trustees"

  
Von Elias Adams

  
Jo Ann Adams



### ACKNOWLEDGEMENT

STATE OF UTAH )  
 ) ss.  
COUNTY OF WEBER )

On February 12, 2008 before me, Brett D. Cragun, Notary Public, personally appeared **Von Elias Adams** and **Jo Ann Adams**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature:  (Seal)



# **GENERAL AND ABLE POWER OF ATTORNEY FOR ESTATE AND PERSONAL PLANNING USES**

**ALSO KNOWN AS A DURABLE POWER OF ATTORNEY FOR PROPERTY AND  
INCLUDING AUTHORITY TO RELEASE MEDICAL INFORMATION IN COMPLIANCE  
WITH THE UTAH CODE**

## **NOTICE TO PERSON EXECUTING THIS DOCUMENT:**

**THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE  
POWER OF ATTORNEY. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD  
KNOW THESE IMPORTANT FACTS.**

**1. THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS  
YOUR ATTORNEY IN FACT TO ACT UPON YOUR INCAPACITY WITH BROAD  
POWERS TO MANAGE, DISPOSE OF, SELL, CONVEY, AND ENCUMBER YOUR  
REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY  
IF YOUR ATTORNEY IN FACT BORROWS MONEY ON YOUR BEHALF.**

**2. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE  
MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU, BUT IT DOES  
AUTHORIZE THE RELEASE OF MEDICAL INFORMATION SO THAT YOUR  
ATTORNEY IN FACT MAY IN THE FUTURE DETERMINE IF YOU ARE  
INCAPACITATED AND MAY THEN ACT FOR YOU.**

**3. THESE POWERS WILL EXIST FOR AN INDEFINITE PERIOD OF TIME  
UNLESS YOU LIMIT THEIR DURATION IN THIS DOCUMENT. THESE POWERS WILL  
CONTINUE TO EXIST NOTWITHSTANDING YOUR SUBSEQUENT INCAPACITY.**


**4. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE  
POWER OF ATTORNEY AT ANY TIME.**

**5. YOUR DESIGNATED ATTORNEY IN FACT HAS NO DUTY TO ACCEPT  
THE POSITION UNLESS YOU AND YOUR ATTORNEY IN FACT AGREE OTHERWISE  
IN WRITING.**

**1. Initial Attorney in Fact. I, Von Elias Adams, "principal", a resident of Davis  
County, Utah, hereby appoint Jo Ann Adams to act as my attorney in fact to manage my  
assets and financial affairs. By this document, I intend to create a Durable Power of  
Attorney under Utah Code.**

**The primary responsibility of my attorney in fact is to manage my assets and  
financial affairs on my behalf and in my best interests, and I hereby give my attorney in fact**

full power to perform all acts necessary to fulfill this responsibility. **THIS GRANT OF POWER BECOMES EFFECTIVE IMMEDIATELY.**

2. **Successor Attorney In Fact.** If my attorney in fact resigns, dies, becomes incapacitated as defined in this document, or fails to act for any other reason, then I appoint Brandon Adams as successor attorney in fact, with all the same powers granted to my attorney in fact. If Brandon Adams resigns, dies, becomes incapacitated as defined in this document, or fails to act for any other reason, then I appoint Ashley Gray as successor attorney in fact, with all the same powers granted to my attorney in fact. The last named attorney in fact to act shall have the right to designate by written instrument a successor attorney in fact. 

3. **Attorney In Fact Required to Provide An Authorization to Release Medical Information:** Each attorney in fact (or co-attorney in fact) shall be required to execute and deliver to the co-attorney in fact (if any) or next successor attorney (or co-attorney) in fact an "Authorization for Release of Medical Information", pursuant to the Utah Code and any other similarly applicable federal and state laws, authorizing the release of said attorney in fact's protected health and medical information to said attorney in fact's Co-attorney in fact, (if any) and to all alternate successor attorneys (or Co-attorneys) in fact named under this power of attorney, to be used only for the purpose of determining in the future whether said attorney in fact has become incapacitated (as defined in this power of attorney). If said attorney in fact is already acting in the capacity of attorney (or Co-attorney) in fact and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred that triggers the successor attorney in fact's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of this power of attorney, said attorney in fact shall be deemed incapacitated. "Actual notice" shall occur when a written notice, signed by the Co-attorney in fact (if any) or next successor attorney in fact (even if not yet acting as attorney in fact), informing said attorney in fact of the need to timely execute and deliver an authorization as set forth above (and, in the case where a successor attorney in fact has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said attorney in fact known to the Co-attorney in fact or next successor attorney in fact or (ii) hand delivered to said attorney in fact, provided such delivery is witnessed by a third party independent from the Co-attorney in fact or next successor attorney in fact within the meaning of Utah Code and said witness signs a statement that he or she has witnessed such delivery.

My attorney or Co-attorney in fact's resignation, or the declination of any of the named successor attorneys or Co-attorneys, if any, shall be made in writing and shall be attached to the original of this document and recorded in the same county or counties as the original, if the original is recorded.

4. **Authorization to act in my behalf.** Said attorney in fact is hereby authorized and empowered for and in my name, place, and stead:

a. **Obtain the Release of Medical Information.** To request, receive and review any information, verbal or written, regarding my physical or mental health, including, but not limited to, medical and hospital records and consenting to their release or disclosure. I HAVE SEPARATELY SIGNED ON THIS SAME DATE AN "AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION", IN COMPLIANCE WITH UTAH CODE, IMMEDIATELY AUTHORIZING THE RELEASE OF ANY AND ALL HEALTH AND MEDICAL INFORMATION TO MY APPOINTED ATTORNEY IN FACT (EVEN IF NOT YET ACTING AS ATTORNEY IN FACT), SO DECISIONS MAY BE MADE BY MY ATTORNEY IN FACT EXPEDITIOUSLY AND WITHOUT THE NEED TO FIRST PROVE MY INCAPACITY. IN THE EVENT SAID AUTHORIZATION CANNOT BE LOCATED, IS BY ITS OWN TERMS NO LONGER IN FORCE OR IS OTHERWISE DEEMED INVALID OR NOT ACCEPTED IN WHOLE OR IN PART, I HEREBY GRANT MY APPOINTED ATTORNEY IN FACT (EVEN IF NOT YET ACTING AS ATTORNEY IN FACT) THE POWER AND AUTHORITY, AS MY LEGAL REPRESENTATIVE, TO EXECUTE A NEW AUTHORIZATION ON MY BEHALF, IMMEDIATELY AUTHORIZING THE RELEASE OF ANY AND ALL HEALTH AND MEDICAL INFORMATION FOR THE PURPOSE OF DETERMINING MY INCAPACITY (AND FOR THE PURPOSE OF CARRYING OUT ANY OF MY APPOINTED AGENT'S POWERS, RIGHTS, DUTIES AND OBLIGATIONS UNDER THIS DOCUMENT), NAMING MY APPOINTED ATTORNEY IN FACT (EVEN IF NOT YET ACTING AS ATTORNEY IN FACT) AS MY "PERSONAL REPRESENTATIVE", "AUTHORIZED REPRESENTATIVE" AND "AUTHORIZED RECIPIENT" UNDER UTAH CODE.

b. **Collect or Settle Claims and Debts and Litigate.** To ask, demand, sue for, recover, collect and receive each and every sum of money, debt, account, legacy, bequest, interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable) belonging to or claimed by me, and to use and take any lawful means for the recovery thereof by legal process or otherwise, and to execute and deliver a satisfaction or release therefor, together with the right and power to compromise or compound any claim or demand; to compound, compromise, adjust, settle and satisfy any obligation, secured or unsecured, owing by or to me and to give or accept any property and/or money whether or not equal to or less in value than the amount owing in payment, settlement or satisfaction thereof; and to commence or defend, at the expense of my estate, such litigation with respect to any property of my estate as my attorney in fact considers advisable, and to compromise, submit to arbitration, or otherwise adjust any claims or litigation against or in favor of my estate.

c. **Exercise Powers Over Real Property.** To exercise any or all of the following powers as to real property, any interest therein and/or any building thereon: To contract for, purchase, receive and take the same for any term or purpose, including leases for business, residence, and oil and/or mineral development; to sell, exchange, grant or convey the same with or without warranty; to transfer the same to any trust wherein I am or may be a trustor or a beneficiary; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement.

d. **Exercise Powers Regarding Community Property.** To convert and transfer the form of title to ownership of any property, real, personal or mixed as follows: from joint tenancy (with my spouse) to community property; and from community property to one-half the separate property of mine and one-half the separate property of my spouse; and, to the extent permitted by any Property Agreement between me and my spouse, upon my spouse's death, to divide individual items of our community property on a non pro rata basis, so long as the aggregate value of the community property allocated to my spouse's estate (whether passing by probate, or through a revocable living trust or otherwise) and to me (through probate, a revocable living trust or otherwise) is as equal as possible.

e. **Exercise Powers Over Personal Property.** To exercise any or all of the following powers as to all kinds of personal property and goods, wares and merchandise, choses in action and other property in possession or in action: To contract for, buy, sell, exchange, transfer and in any legal manner deal in and with the same; to transfer the same (specifically including any policies of life insurance) to any trust wherein I am or may be a trustor or a beneficiary; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement.

f. **Borrow and Loan.** To borrow money and to execute and deliver negotiable or non-negotiable notes therefor with or without security; and to loan money and receive negotiable or non-negotiable notes therefor with such security as said attorney shall deem proper.

g. **Do Estate Planning.** To create, amend, supplement, and transfer assets to any revocable trust established for my primary benefit (and my spouse's, if any) during my lifetime or established for the purpose of acting as a death beneficiary of my IRAs, retirement plans and accounts, and/or other tax qualified employee benefit plans (and to make, amend, or revoke any Will only insofar as necessary to conform to and carry out the purposes of such trust), provided that my attorney in fact, to the extent practicable, is consistent with my dispositive wishes as may have been expressed in my last unrevoked Will and/or revocable Living Trust; and to instruct and advise the trustee of any trust wherein I am or may be a trustor or a beneficiary.

h. **Transact Business.** To transact business of any kind or class and to sign, execute, acknowledge, and deliver any deed, lease, mortgage, deed of trust, covenant, indenture, indemnity, agreement, beneficial interest under deed of trust, extension or renewal of any obligation, subordination or waiver of priority, hypothecation, bottomry, charter-party, bill of lading, bill of sale, bill, bond, note, whether negotiable or non-negotiable, receipt, evidence of debt, full or partial release or satisfaction of mortgage, judgment and other debt, request for partial or full reconveyance of deed of trust and such other instruments in writing of any kind or class as may be necessary or proper in the premises.

i. **Establish or Close Bank Accounts.** To establish, continue have access to, modify, transfer and close any accounts, checking or savings, personal or commercial, and safe deposit boxes, at any federally or state chartered bank or savings and loan, thrift or credit union and to make additions thereto or withdrawals therefrom.

j. **Invest and Deal With Financial Institutions.** It is my express desire and intention that the attorney in fact shall have full power to invest and reinvest the funds without being restricted to forms and investments that the attorney in fact may otherwise be permitted to make by law; and the investments need not be diversified; provided, however, that the aggregate return of all investments shall from time to time be reasonable in light of then existing circumstances. The attorney in fact is empowered to invest and reinvest all or any part of my estate in such property as the attorney in fact in his sole and absolute discretion may select including but not limited to bank accounts, money market funds, certificates of deposit, government bonds, annuity contracts, common or preferred stocks, shares of investment trusts and investment companies, corporate bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, put and call options, commodities, commodities futures contracts and currency trading, and when selecting investments shall act with the care and diligence under the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of my estate and its beneficiaries, that a prudent person acting in a like capacity would use. My attorney in fact may deal with financial institutions on my behalf, including the power to establish, continue have access to, modify, transfer and terminate an account or other arrangement made with a trust company, brokerage firm, or other financial institution. In dealing with securities owned by me, the attorney in fact shall have the authority to direct the purchase, sale, investment, reinvestment, or exchange of all stocks, bonds, mutual funds, debentures, warrants, partnership interests, rights and all other types of securities and financial instruments owned by me and to invest and reinvest the funds in every kind of property, real, personal or mixed, and every kind of investment. The attorney in fact shall also have the authority to represent and vote stock, exercise stock rights and stock options, accept and deal with any dividend, distribution or bonus, join in any corporation formation, financing, reorganization, merger, liquidation, consolidation or other action and the extension, compromise, conversion, adjustment, enforcement or foreclosure, singly or in conjunction with others, of any corporate stock, bond, note, debenture or other security and to enter into voting trusts on my behalf.

k. **Purchase and Negotiate Bonds.** To purchase (for my sole account) United States of America treasury bonds of the kind which are redeemable at par in payment of federal estate taxes, to borrow money and obtain credit in my name from any source for such purpose and in connection therewith, to make, execute, endorse, and deliver any and all necessary or desirable promissory notes, bills of exchange, drafts, agreements, and/or other obligations and, as security therefor, to pledge, mortgage, and assign any stock, bonds, insurance values, securities, and/or other properties (real, personal, and/or mixed which I may own or in which I may have an interest), and to arrange for the safekeeping and custody of any such treasury bonds.



l. **File Tax Returns and Deal With Tax Authorities.** To make, verify, and file federal, state, and/or local income, gift, and/or other tax returns of all kinds, claims for refund, request for extensions of time, petitions to the tax court or other courts regarding tax matters, and/or any and all other tax related documents, including receipts, offers, waivers, disclaimers, consents, powers of attorney, closing agreements, and other documents of all kinds without limit, to pay any such taxes due and generally to act on my behalf in all tax matters of all kinds and for all kinds and for all periods before all officers of the Internal Revenue Service and/or any other taxing authority.

m. **Make Gifts.** Subject to "Restrictions on Powers" below, to make gifts in cash or in kind for such purposes, and to such relatives (including my spouse) and such other friends, entities, charities and/or other objects of my bounty as would be likely beneficiaries of gifts made by me, or to trusts created on their behalf (including irrevocable trusts established by the attorney in fact pursuant to and hereby authorized by this subparagraph "Make Gifts"), provided that my attorney in fact is directed but not required, to the extent practicable, to be consistent with my dispositive wishes as may have been expressed in my last unrevoked Will and/or revocable Living Trust and provided that my attorney in fact keep in mind my reasonably anticipated health, support and maintenance needs for the remainder of my lifetime. For such purposes, the attorney in fact may remove assets from any revocable trust of which I am a grantor. I hereby waive all conflicts of interest my attorney in fact may have in making gifts and any such gifts made in good faith shall not be considered a breach of my attorney in fact's fiduciary obligations. I encourage my attorney in fact to make gifts on my behalf where such gifts will potentially reduce taxes or enhance my or my beneficiaries' (whether contingent or otherwise) ability to receive public benefits.

n. **Do Public Benefits Planning.** To apply for and make any elections required to maximize and maintain any and all public benefits, governmental programs, insurance benefits, and retirement benefits to which I may be entitled or may in the future become entitled. Such public benefits shall expressly include, but not be limited to, Veteran's benefits, Social Security (SSA), Social Security Disability Insurance (SSDI), Medicare, Medicaid, In-Home Supportive Services (IHSS), and Supplemental Security Income (SSI). My attorney in fact is authorized to take any of the following actions, which are illustrative and not exhaustive, provided that my attorney in fact, to the extent practicable, is consistent with my dispositive wishes as may have been expressed in my last unrevoked Will and/or revocable Living Trust.

i. Pay off partly or in full the encumbrance, if any, on my family residence; purchase a family residence, if I do not own one; make improvements and/or additions on my family residence; or purchase a more expensive family residence.

ii. Encumber my interest in any rental or other real property.

iii. Effect a transfer of my principal residence, or interest therein, to my spouse, if I am married, or other permissible transferees as expressed in my last unrevoked Will and/or revocable Living Trust, under applicable laws and regulations then in

effect, including agreeing to a transmutation of such residence to the separate property of my spouse.

iv. Execute an occupancy agreement on my behalf concurrently with making a gift of any real property or interest therein.

v. Make gifts of my property, even to the extent such gifts may be in excess of the annual gift tax exclusion amount, to my spouse, if I am married, and to other permissible transferees as expressed in my last unrevoked Will and/or revocable Living Trust.

vi. Transfer and transmute ownership in any of my assets to my spouse, if I am married, as my spouse's separate property, in order to, among and including other reasons, fund the Community Spouse Resource Allowance (CSRA) fully.

vii. Apply any or all of my income to or transfer any or all of my income to my spouse, if I am married, to ensure his/her receipt of the maximum income allowed to my spouse on a monthly basis by state and federal law if I am ever eligible for the Medicaid program or any other form of public benefits. I further authorize the Transfer of my assets to my spouse, if I am married, so as to allow him/her additional income (from interest, dividends, etc.) to ensure his/her receipt of the maximum monthly income allowed by federal and state law to a "community spouse".

viii. Purchase or otherwise convert my property into exempt or unavailable assets under then-current Medicaid law, or any such successor programs.

ix. Purchase annuities for planning purposes consistent with current Medicaid law, and/or exercise elections or options regarding existing annuity contracts, including, but not limited to, annuitizing the contract or electing settlement options, and, if I am married, changing the ownership and/or annuitant designations to the name of my spouse.

x. Consent to a change in beneficiary designations and/or, when appropriate, to a change in ownership, on my behalf as to all insurance policies, retirement plans, pension plans, and the like.

xi. Consent on my behalf to support orders sought and obtained by my spouse for my spouse's proper support and to avoid my spouse's impoverishment.

xii. Direct the Trustee of a revocable trust of which I am Trustor, to remove assets from such trust, to the extent that it is necessary to effect any of the above-described transfers of assets, or for general eligibility purposes.

xiii. Take possession of all such public benefits and to distribute such benefits to or for my benefit.

xiv. If necessary, defend actions taken under these public benefits planning provisions, including but not limited to retaining legal counsel, hiring other professionals, and paying for such legal and professional services from my assets and income.

xv. Take any other action that my attorney in fact in his or her best judgment considers necessary to accomplish the goals set forth herein regarding my qualification for and continuation of public benefits.

All public benefits planning powers granted herein may only be exercised if, in my attorney in fact's reasonable discretion: (1) I am residing in a convalescent facility (nursing home) for long-term care and am likely to remain there for a long period, or, my attorney in fact believes in good faith that my entrance into such a facility is both necessary and imminent; (2) any gifts or transfers authorized above are made in a manner as consistent as is practicable with the dispositive provisions of my last unrevoked Will and/or revocable Living Trust keeping in mind my desire to qualify for any public benefits to which I am entitled, while at the same time preserving as much of my estate as possible for my spouse, if I am married, or for other beneficiaries of my last unrevoked Will and/or revocable Living Trust; (3) they would not interfere with entry to the nursing home which is most appropriate and comfortable for me; and (4) they are exercised in conformance with then-current eligibility rules for the Medicaid program, or any such successor program, as well as any other pertinent federal or state laws or regulations. (My attorney in fact must obtain current information regarding such eligibility rules before exercising these powers, and the cost of obtaining such information from an attorney experienced in public benefits planning may be paid by my attorney in fact as a proper charge against my estate.) If my attorney in fact is my spouse (or other permissible recipient of any gifts or transfers under this Section), my attorney in fact may make gifts to himself or herself, notwithstanding the subparagraph below entitled "Restrictions on Powers", and I hereby waive all conflicts of interest my attorney in fact may have in making such gifts, and any such gifts made in good faith shall not be considered a breach of my attorney in fact's fiduciary obligation.

o. **Exercise Powers of Appointment.** To exercise on my behalf all powers of appointment held by me, including but not limited to any power or right to withdraw or demand payment to myself of the principal and/or income of any trust.

p. **Handle IRAs and Retirement Accounts.** To establish, contribute to, make withdrawals from, manage, invest and administer the assets inside of IRA accounts, retirement plans and accounts and other tax-qualified employee benefit plans on my behalf; to compel the Trustee of any trust of which I am a beneficiary to make withdrawals from any IRA account, retirement plan and account, and tax-qualified employee benefit plan of which said trust is a beneficiary; to select, revoke and/or change payment options and beneficiary designations, including any consent under federal or state law to a beneficiary designation made by my spouse (provided that my attorney in fact, to the extent practicable, is consistent with my dispositive wishes as may have been expressed in my last unrevoked Will and/or revocable Living Trust); to make, exercise, waive or consent to any gift, income, estate or excise tax elections or other elections regarding or under any IRA, retirement plan

or account, or tax-qualified employee benefit plan in which I am a participant; to make "rollovers" of benefits into other IRA accounts, retirement plans and accounts, and other tax-qualified employee benefit plans; and to convert all or a portion of any traditional IRA to a Roth IRA.

q. **Operate Businesses.** To manage, control and take charge of my businesses, if any, and to do everything necessary to carry on and continue such businesses, including but not limited to the hiring and discharging of employees, payment of employees, and provision of employee benefits; purchase of goods, services, and materials; acceptance of orders; acceptance of payments; execution and acceptance of title documents; issuance of checks, notes, and title documents; retention of legal, accounting, financial, and other advisors, execution and filing of tax returns and other government forms required of the business; and sale, liquidation, or other termination of such business at such time and on such terms as my attorney in fact considers appropriate under the circumstances.

r. **Purchase and Maintain Insurance.** To purchase and maintain insurance on my life and property or the life and property of any third person in whom I have an insurable interest, pay all insurance premiums from my assets, and borrow money on my behalf in order to pay for insurance. My attorney in fact may pursue insurance claims on my behalf, and may decrease coverage under any insurance policy, or cancel any policy and receive on my behalf any cash proceeds on termination. My attorney in fact may also borrow against policies on my life and repay loans against such policies as my attorney in fact considers in my best interest.

s. **Employ Professionals.** To employ any custodian, attorney, accountant, corporate fiduciary, investment counselor, attorney in fact, real estate agent or any other agents or employees as my attorney in fact deems necessary (including, but not limited to, an attorney in fact appointed under a general or special power of attorney to handle real estate transactions) to assist my attorney in fact in the administration of assets. Reasonable compensation for all services performed by these agents and employees shall be paid from my assets out of either income or principal as my attorney in fact, in his discretion, shall determine, and shall not decrease the compensation, if any, to which my attorney in fact is entitled. The attorney in fact shall also be authorized to appoint an attorney in fact under a special power of attorney to act as a co-signatory on any bank accounts held in my name.

t. **Disclaim, Release or Renounce:** To exercise on my behalf a disclaimer, release or renunciation, either partially or in full, with relation to any benefit, power or right which I have or to which I may become entitled.

5. **Restrictions on Powers.** Notwithstanding the foregoing provisions of this document, my attorney in fact (a) shall have no incidents of ownership over any life insurance policy in which I may own an interest and which insures my attorney in fact's life, (b) is prohibited from appointing, gifting, assigning, or disclaiming any of my assets, interests, or rights to himself/herself for his/her direct benefit (except insofar as set forth in

the paragraph above entitled "Do Public Benefits Planning"), or to his/her estate, or to his/her creditors or the creditors of his/her estate, or from using my assets to discharge any of his/her legal obligations, including any obligation of support which he/she may owe to others (excluding me and those whom I am legally obligated to support), unless any such act is taken with the consent of a successor attorney in fact who is independent within the meaning set forth in Utah Code or any successor statute, (c) shall not hold or exercise any powers which I may have over assets he/she has given to me or over assets held in an irrevocable trust of which he/she is grantor, and (d) shall not have the right to make, amend, or revoke any Will in my name (except as stated previously herein).

6. **Intention to Remain in and Return to My Home/Authority to Provide for My Personal Care and Related Matters:** It is my desire to continue to live in my own residence as long as I am physically able and my attorney in fact deems it is practicable, and I authorize my attorney in fact to take such steps as are necessary to honor my desire as expressed herein. Accordingly, my attorney in fact shall have the power to do all things and enter into all transactions necessary to provide for my personal care, to maintain my customary standard of living, to provide suitable living quarters for me, and to hire, compensate, and discharge household, nursing, and other employees as my attorney in fact considers advisable for my well-being. The above shall specifically include, but not be limited to, the authority to pay for clothing, transportation, recreation, travel, medicine, medical care, food and other needs; to make arrangements and enter into contracts on behalf of myself with hospitals, hospices, nursing homes, convalescent homes and similar organizations; to modify my principal residence; to obtain such equipment as might assist in homecare; and to take such other measures as my attorney in fact considers advisable under the circumstances. Notwithstanding the foregoing, should it be necessary for my attorney in fact to authorize care outside of my home, such as in a skilled nursing facility, it is my desire to return home to my principal residence even though it may be necessary to obtain such services in a skilled nursing facility on a temporary basis. No matter what the length of my confinement in a skilled nursing facility, it will always be my intent to return to my principal residence. Notwithstanding the foregoing, I authorize my attorney in fact, in his or her sole and reasonable discretion, to change my residence for whatever purposes he or she deems pertinent, and to take such steps as are necessary to effectuate such result. Because it is my desire that my attorney in fact be adequately compensated for such services, my attorney in fact is expressly authorized to execute a contract on my behalf, for the personal care services referenced herein, with payment of reasonable compensation to my attorney in fact for the performance and/or coordination of these services.

7. **Enabling Powers.** With respect to any of the foregoing acts, to do and perform all, any and/or every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, including (without limitation) authority to enter into oral and/or written agreements and to execute, acknowledge, and deliver any stock power, deed and/or other written instrument of any kind. The power and authority hereby conferred upon said attorney shall be effective as to all property, whether now owned or hereafter acquired by me in whatever capacity, whether as an individual, joint tenant, tenant in common, partner,

joint venturer, stockholder, trustee or otherwise, or any community property interest, and wherever situated.

8. **Ratification**. I hereby ratify and confirm all that said attorney in fact shall do or cause to be done by virtue hereof and all documents of any kind (without limitation) executed and/or delivered by said attorney shall bind me and my heirs, distributees, legal representatives, successors, and assigns.

9. **Inducement**. For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent, and/or other party to act in accordance with the powers granted in this power of attorney, I hereby represent, warrant, and agree that, if this power of attorney is terminated for any reason whatsoever, I and my heirs, distributees, legal representatives, successors, and assigns will save such party or parties harmless from any loss suffered or liability incurred by such party or parties in acting in accordance with this power of attorney prior to such party's (or parties') receipt of written notice of any such termination.

10. **Reliance by Third Parties**: The attorney in fact's signature under the authority granted in this power of attorney may be accepted by any third party or organization with the same force and effect as if I was personally present and acting on my behalf. No person or organization that relies on the attorney in fact's authority shall incur any liability to me, my estate, heirs, successors, or assigns, because of reliance on this instrument. My estate, heirs, successors, and assigns shall be bound by the attorney in fact's acts under this power of attorney. Any third party from whom the attorney in fact under this power of attorney may request information, records, or other documents regarding my personal affairs may release and deliver all such information, records, or documents to the attorney in fact without liability to me, my estate, heirs, successors, or assigns for release or delivery of such information, records, or other documents to the attorney in fact. I hereby waive any privilege which may apply to release of such information, records, or other documents.

11. **Exculpation**. Under no circumstances shall any attorney in fact named herein incur any liability to me for acting or refraining from acting hereunder, except for such attorney's own willful misconduct or gross negligence.

12. **Nomination of Conservator Ad Litem**. If at any time it becomes necessary to appoint a conservator of my estate, I hereby nominate the person named as my attorney in fact as such conservator. If for any reason it becomes necessary to appoint a successor conservator, then I nominate the successor attorney in fact named in this document as alternate conservator. I grant to my conservator all of the powers specified in the Utah Probate Code. My conservator shall serve in such capacity without bond, or, if a bond be required, I request that such bond be set as low as possible. I hereby revoke all prior conservatorship nominations that I have made regarding my estate.

13. **Determination of Incapacity and Capacity**. For the purpose of this document, a person (myself, my attorney in fact and my successor attorney in fact) shall be

deemed incapacitated or incompetent when that person's physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, makes it impracticable for such person to give prompt, rational and prudent consideration to financial matters and, if said person is my attorney in fact (including an appointed attorney in fact who has yet to act), (i) a conservator of said person or estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists. If said person is my attorney in fact (including an appointed attorney in fact who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting attorney (or successor attorney) in fact, the original attorney in fact (including an appointed attorney in fact who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as attorney in fact. Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings. In addition to any "Authorization to Release Medical Information" executed by me, I hereby voluntarily waive any physician-patient privilege or psychiatrist-patient privilege and authorize physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of to act hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No attorney in fact shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the attorney in fact does so, the expense of any such inquiry may be paid from my assets.

It is my desire that, to the extent possible, a named attorney in fact be able to act expeditiously, without the necessity to obtain a court determination of my incapacity or the incapacity of a preceding appointed attorney in fact (including if that preceding appointed attorney in fact has not yet acted). Therefore, if an Authorization to Release Medical Information executed by me, or an appointed attorney in fact (even if not yet acting), or by a "personal representative" or "authorized representative" on my behalf or on behalf of such an appointed attorney in fact, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this paragraph, then the Trust Protector named under my Living Trust (if any), or if there is no such Trust Protector provided under my Living Trust then the next appointed succeeding Trustee (even if not yet acting) who is independent from me or such appointed succeeding attorney in fact within the meaning of Utah Code, may declare in writing I or such appointed attorney in fact to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making

such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

14. **Revocation and Amendment.** I revoke all prior Powers of Attorney pertaining to asset management that I may have executed, and I retain the right to revoke or amend this document and to substitute other attorneys in fact. Amendments to this document shall be made in writing by me personally (not by my attorney in fact), and they shall be attached to the original of this document and recorded in the same county or counties as the original, if the original is recorded.


15. **Durability.** THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY MY SUBSEQUENT DISABILITY OR INCAPACITY.

16. **Reimbursement of Costs Incurred in Implementing This Document:** My attorney in fact shall be entitled to payment or reimbursement for all reasonable costs and expenses actually authorized, incurred or paid by my attorney in fact on my behalf under the authority granted in this document and my attorney in fact shall be entitled to reasonable compensation for services rendered hereunder. If I have executed a revocable Living Trust, my attorney in fact shall render bills for all such costs and expenses to the Trustee of my revocable Living Trust.

17. **Governing Law.** This power of attorney shall be governed by the laws of the State of Utah in all respects, including its validity, construction, interpretation, and termination.

18. **Severability.** If any provision of this document is not enforceable or is not valid, the remaining provisions shall remain effective.

DATED: February 12, 2008.

  
Von Elias Adams

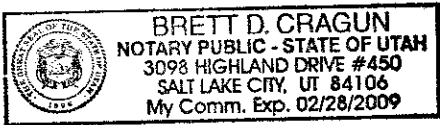



## ACKNOWLEDGEMENT

STATE OF UTAH )  
COUNTY OF WEBER ) ss.

On February 12, 2008 before me, Brett D. Cogan, Notary Public, personally appeared Von Elias Adams, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
\_\_\_\_\_  
Notary Public in and for said  
County and said State

(Seal)

# **GENERAL AND ABLE POWER OF ATTORNEY FOR ESTATE AND PERSONAL PLANNING USES**

**ALSO KNOWN AS A DURABLE POWER OF ATTORNEY FOR PROPERTY AND  
INCLUDING AUTHORITY TO RELEASE MEDICAL INFORMATION IN COMPLIANCE  
WITH THE UTAH CODE**

## **NOTICE TO PERSON EXECUTING THIS DOCUMENT:**

**THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE  
POWER OF ATTORNEY. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD  
KNOW THESE IMPORTANT FACTS.**

**1. THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS  
YOUR ATTORNEY IN FACT TO ACT UPON YOUR INCAPACITY WITH BROAD  
POWERS TO MANAGE, DISPOSE OF, SELL, CONVEY, AND ENCUMBER YOUR  
REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY  
IF YOUR ATTORNEY IN FACT BORROWS MONEY ON YOUR BEHALF.**

**2. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE  
MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU, BUT IT DOES  
AUTHORIZE THE RELEASE OF MEDICAL INFORMATION SO THAT YOUR  
ATTORNEY IN FACT MAY IN THE FUTURE DETERMINE IF YOU ARE  
INCAPACITATED AND MAY THEN ACT FOR YOU.**

**3. THESE POWERS WILL EXIST FOR AN INDEFINITE PERIOD OF TIME  
UNLESS YOU LIMIT THEIR DURATION IN THIS DOCUMENT. THESE POWERS WILL  
CONTINUE TO EXIST NOTWITHSTANDING YOUR SUBSEQUENT INCAPACITY.**


**4. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE  
POWER OF ATTORNEY AT ANY TIME.**

**5. YOUR DESIGNATED ATTORNEY IN FACT HAS NO DUTY TO ACCEPT  
THE POSITION UNLESS YOU AND YOUR ATTORNEY IN FACT AGREE OTHERWISE  
IN WRITING.**

**1. Initial Attorney in Fact. I, Jo Ann Adams, "principal", a resident of Davis  
County, Utah, hereby appoint Von Elias Adams to act as my attorney in fact to manage my  
assets and financial affairs. By this document, I intend to create a Durable Power of  
Attorney under Utah Code.**

The primary responsibility of my attorney in fact is to manage my assets and  
financial affairs on my behalf and in my best interests, and I hereby give my attorney in fact

full power to perform all acts necessary to fulfill this responsibility. **THIS GRANT OF POWER BECOMES EFFECTIVE IMMEDIATELY.**

2. **Successor Attorney In Fact.** If my attorney in fact resigns, dies, becomes incapacitated as defined in this document, or fails to act for any other reason, then I appoint Brandon Adams as successor attorney in fact, with all the same powers granted to my attorney in fact. If Brandon Adams resigns, dies, becomes incapacitated as defined in this document, or fails to act for any other reason, then I appoint Ashley Gray as successor attorney in fact, with all the same powers granted to my attorney in fact. The last named attorney in fact to act shall have the right to designate by written instrument a successor attorney in fact. 

3. **Attorney In Fact Required to Provide An Authorization to Release Medical Information:** Each attorney in fact (or co-attorney in fact) shall be required to execute and deliver to the co-attorney in fact (if any) or next successor attorney (or co-attorney) in fact an "Authorization for Release of Medical Information", pursuant to the Utah Code and any other similarly applicable federal and state laws, authorizing the release of said attorney in fact's protected health and medical information to said attorney in fact's Co-attorney in fact, (if any) and to all alternate successor attorneys (or Co-attorneys) in fact named under this power of attorney, to be used only for the purpose of determining in the future whether said attorney in fact has become incapacitated (as defined in this power of attorney). If said attorney in fact is already acting in the capacity of attorney (or Co-attorney) in fact and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred that triggers the successor attorney in fact's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of this power of attorney, said attorney in fact shall be deemed incapacitated. "Actual notice" shall occur when a written notice, signed by the Co-attorney in fact (if any) or next successor attorney in fact (even if not yet acting as attorney in fact), informing said attorney in fact of the need to timely execute and deliver an authorization as set forth above (and, in the case where a successor attorney in fact has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said attorney in fact known to the Co-attorney in fact or next successor attorney in fact or (ii) hand delivered to said attorney in fact, provided such delivery is witnessed by a third party independent from the Co-attorney in fact or next successor attorney in fact within the meaning of Utah Code and said witness signs a statement that he or she has witnessed such delivery.

My attorney or Co-attorney in fact's resignation, or the declination of any of the named successor attorneys or Co-attorneys, if any, shall be made in writing and shall be attached to the original of this document and recorded in the same county or counties as the original, if the original is recorded.

4. **Authorization to act in my behalf.** Said attorney in fact is hereby authorized and empowered for and in my name, place, and stead:

a. **Obtain the Release of Medical Information.** To request, receive and review any information, verbal or written, regarding my physical or mental health, including, but not limited to, medical and hospital records and consenting to their release or disclosure. I HAVE SEPARATELY SIGNED ON THIS SAME DATE AN "AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION", IN COMPLIANCE WITH UTAH CODE, IMMEDIATELY AUTHORIZING THE RELEASE OF ANY AND ALL HEALTH AND MEDICAL INFORMATION TO MY APPOINTED ATTORNEY IN FACT (EVEN IF NOT YET ACTING AS ATTORNEY IN FACT), SO DECISIONS MAY BE MADE BY MY ATTORNEY IN FACT EXPEDITIOUSLY AND WITHOUT THE NEED TO FIRST PROVE MY INCAPACITY. IN THE EVENT SAID AUTHORIZATION CANNOT BE LOCATED, IS BY ITS OWN TERMS NO LONGER IN FORCE OR IS OTHERWISE DEEMED INVALID OR NOT ACCEPTED IN WHOLE OR IN PART, I HEREBY GRANT MY APPOINTED ATTORNEY IN FACT (EVEN IF NOT YET ACTING AS ATTORNEY IN FACT) THE POWER AND AUTHORITY, AS MY LEGAL REPRESENTATIVE, TO EXECUTE A NEW AUTHORIZATION ON MY BEHALF, IMMEDIATELY AUTHORIZING THE RELEASE OF ANY AND ALL HEALTH AND MEDICAL INFORMATION FOR THE PURPOSE OF DETERMINING MY INCAPACITY (AND FOR THE PURPOSE OF CARRYING OUT ANY OF MY APPOINTED AGENT'S POWERS, RIGHTS, DUTIES AND OBLIGATIONS UNDER THIS DOCUMENT), NAMING MY APPOINTED ATTORNEY IN FACT (EVEN IF NOT YET ACTING AS ATTORNEY IN FACT) AS MY "PERSONAL REPRESENTATIVE", "AUTHORIZED REPRESENTATIVE" AND "AUTHORIZED RECIPIENT" UNDER UTAH CODE.

b. **Collect or Settle Claims and Debts and Litigate.** To ask, demand, sue for, recover, collect and receive each and every sum of money, debt, account, legacy, bequest, interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable) belonging to or claimed by me, and to use and take any lawful means for the recovery thereof by legal process or otherwise, and to execute and deliver a satisfaction or release therefor, together with the right and power to compromise or compound any claim or demand; to compound, compromise, adjust, settle and satisfy any obligation, secured or unsecured, owing by or to me and to give or accept any property and/or money whether or not equal to or less in value than the amount owing in payment, settlement or satisfaction thereof; and to commence or defend, at the expense of my estate, such litigation with respect to any property of my estate as my attorney in fact considers advisable, and to compromise, submit to arbitration, or otherwise adjust any claims or litigation against or in favor of my estate.

c. **Exercise Powers Over Real Property.** To exercise any or all of the following powers as to real property, any interest therein and/or any building thereon: To contract for, purchase, receive and take the same for any term or purpose, including leases for business, residence, and oil and/or mineral development; to sell, exchange, grant or convey the same with or without warranty; to transfer the same to any trust wherein I am or may be a trustor or a beneficiary; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement.

d. **Exercise Powers Regarding Community Property.** To convert and transfer the form of title to ownership of any property, real, personal or mixed as follows: from joint tenancy (with my spouse) to community property; and from community property to one-half the separate property of mine and one-half the separate property of my spouse; and, to the extent permitted by any Property Agreement between me and my spouse, upon my spouse's death, to divide individual items of our community property on a non pro rata basis, so long as the aggregate value of the community property allocated to my spouse's estate (whether passing by probate, or through a revocable living trust or otherwise) and to me (through probate, a revocable living trust or otherwise) is as equal as possible.

e. **Exercise Powers Over Personal Property.** To exercise any or all of the following powers as to all kinds of personal property and goods, wares and merchandise, choses in action and other property in possession or in action: To contract for, buy, sell, exchange, transfer and in any legal manner deal in and with the same; to transfer the same (specifically including any policies of life insurance) to any trust wherein I am or may be a trustor or a beneficiary; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement.

f. **Borrow and Loan.** To borrow money and to execute and deliver negotiable or non-negotiable notes therefor with or without security; and to loan money and receive negotiable or non-negotiable notes therefor with such security as said attorney shall deem proper.

g. **Do Estate Planning.** To create, amend, supplement, and transfer assets to any revocable trust established for my primary benefit (and my spouse's, if any) during my lifetime or established for the purpose of acting as a death beneficiary of my IRAs, retirement plans and accounts, and/or other tax qualified employee benefit plans (and to make, amend, or revoke any Will only insofar as necessary to conform to and carry out the purposes of such trust), provided that my attorney in fact, to the extent practicable, is consistent with my dispositive wishes as may have been expressed in my last unrevoked Will and/or revocable Living Trust; and to instruct and advise the trustee of any trust wherein I am or may be a trustor or a beneficiary.

h. **Transact Business.** To transact business of any kind or class and to sign, execute, acknowledge, and deliver any deed, lease, mortgage, deed of trust, covenant, indenture, indemnity, agreement, beneficial interest under deed of trust, extension or renewal of any obligation, subordination or waiver of priority, hypothecation, bottomry, charter-party, bill of lading, bill of sale, bill, bond, note, whether negotiable or non-negotiable, receipt, evidence of debt, full or partial release or satisfaction of mortgage, judgment and other debt, request for partial or full reconveyance of deed of trust and such other instruments in writing of any kind or class as may be necessary or proper in the premises.

i. **Establish or Close Bank Accounts.** To establish, continue have access to, modify, transfer and close any accounts, checking or savings, personal or commercial, and safe deposit boxes, at any federally or state chartered bank or savings and loan, thrift or credit union and to make additions thereto or withdrawals therefrom.

j. **Invest and Deal With Financial Institutions.** It is my express desire and intention that the attorney in fact shall have full power to invest and reinvest the funds without being restricted to forms and investments that the attorney in fact may otherwise be permitted to make by law; and the investments need not be diversified; provided, however, that the aggregate return of all investments shall from time to time be reasonable in light of then existing circumstances. The attorney in fact is empowered to invest and reinvest all or any part of my estate in such property as the attorney in fact in his sole and absolute discretion may select including but not limited to bank accounts, money market funds, certificates of deposit, government bonds, annuity contracts, common or preferred stocks, shares of investment trusts and investment companies, corporate bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, put and call options, commodities, commodities futures contracts and currency trading, and when selecting investments shall act with the care and diligence under the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of my estate and its beneficiaries, that a prudent person acting in a like capacity would use. My attorney in fact may deal with financial institutions on my behalf, including the power to establish, continue have access to, modify, transfer and terminate an account or other arrangement made with a trust company, brokerage firm, or other financial institution. In dealing with securities owned by me, the attorney in fact shall have the authority to direct the purchase, sale, investment, reinvestment, or exchange of all stocks, bonds, mutual funds, debentures, warrants, partnership interests, rights and all other types of securities and financial instruments owned by me and to invest and reinvest the funds in every kind of property, real, personal or mixed, and every kind of investment. The attorney in fact shall also have the authority to represent and vote stock, exercise stock rights and stock options, accept and deal with any dividend, distribution or bonus, join in any corporation formation, financing, reorganization, merger, liquidation, consolidation or other action and the extension, compromise, conversion, adjustment, enforcement or foreclosure, singly or in conjunction with others, of any corporate stock, bond, note, debenture or other security and to enter into voting trusts on my behalf.

k. **Purchase and Negotiate Bonds.** To purchase (for my sole account) United States of America treasury bonds of the kind which are redeemable at par in payment of federal estate taxes, to borrow money and obtain credit in my name from any source for such purpose and in connection therewith, to make, execute, endorse, and deliver any and all necessary or desirable promissory notes, bills of exchange, drafts, agreements, and/or other obligations and, as security therefor, to pledge, mortgage, and assign any stock, bonds, insurance values, securities, and/or other properties (real, personal, and/or mixed which I may own or in which I may have an interest), and to arrange for the safekeeping and custody of any such treasury bonds.

l. **File Tax Returns and Deal With Tax Authorities.** To make, verify, and file federal, state, and/or local income, gift, and/or other tax returns of all kinds, claims for refund, request for extensions of time, petitions to the tax court or other courts regarding tax matters, and/or any and all other tax related documents, including receipts, offers, waivers, disclaimers, consents, powers of attorney, closing agreements, and other documents of all kinds without limit, to pay any such taxes due and generally to act on my behalf in all tax matters of all kinds and for all kinds and for all periods before all officers of the Internal Revenue Service and/or any other taxing authority.

m. **Make Gifts.** Subject to "Restrictions on Powers" below, to make gifts in cash or in kind for such purposes, and to such relatives (including my spouse) and such other friends, entities, charities and/or other objects of my bounty as would be likely beneficiaries of gifts made by me, or to trusts created on their behalf (including irrevocable trusts established by the attorney in fact pursuant to and hereby authorized by this subparagraph "Make Gifts"), provided that my attorney in fact is directed but not required, to the extent practicable, to be consistent with my dispositive wishes as may have been expressed in my last unrevoked Will and/or revocable Living Trust and provided that my attorney in fact keep in mind my reasonably anticipated health, support and maintenance needs for the remainder of my lifetime. For such purposes, the attorney in fact may remove assets from any revocable trust of which I am a grantor. I hereby waive all conflicts of interest my attorney in fact may have in making gifts and any such gifts made in good faith shall not be considered a breach of my attorney in fact's fiduciary obligations. I encourage my attorney in fact to make gifts on my behalf where such gifts will potentially reduce taxes or enhance my or my beneficiaries' (whether contingent or otherwise) ability to receive public benefits.

n. **Do Public Benefits Planning.** To apply for and make any elections required to maximize and maintain any and all public benefits, governmental programs, insurance benefits, and retirement benefits to which I may be entitled or may in the future become entitled. Such public benefits shall expressly include, but not be limited to, Veteran's benefits, Social Security (SSA), Social Security Disability Insurance (SSDI), Medicare, Medicaid, In-Home Supportive Services (IHSS), and Supplemental Security Income (SSI). My attorney in fact is authorized to take any of the following actions, which are illustrative and not exhaustive, provided that my attorney in fact, to the extent practicable, is consistent with my dispositive wishes as may have been expressed in my last unrevoked Will and/or revocable Living Trust.

i. Pay off partly or in full the encumbrance, if any, on my family residence; purchase a family residence, if I do not own one; make improvements and/or additions on my family residence; or purchase a more expensive family residence.

ii. Encumber my interest in any rental or other real property.

iii. Effect a transfer of my principal residence, or interest therein, to my spouse, if I am married, or other permissible transferees as expressed in my last unrevoked Will and/or revocable Living Trust, under applicable laws and regulations then in

effect, including agreeing to a transmutation of such residence to the separate property of my spouse.

iv. Execute an occupancy agreement on my behalf concurrently with making a gift of any real property or interest therein.

v. Make gifts of my property, even to the extent such gifts may be in excess of the annual gift tax exclusion amount, to my spouse, if I am married, and to other permissible transferees as expressed in my last unrevoked Will and/or revocable Living Trust.

vi. Transfer and transmute ownership in any of my assets to my spouse, if I am married, as my spouse's separate property, in order to, among and including other reasons, fund the Community Spouse Resource Allowance (CSRA) fully.

vii. Apply any or all of my income to or transfer any or all of my income to my spouse, if I am married, to ensure his/her receipt of the maximum income allowed to my spouse on a monthly basis by state and federal law if I am ever eligible for the Medicaid program or any other form of public benefits. I further authorize the Transfer of my assets to my spouse, if I am married, so as to allow him/her additional income (from interest, dividends, etc.) to ensure his/her receipt of the maximum monthly income allowed by federal and state law to a "community spouse".

viii. Purchase or otherwise convert my property into exempt or unavailable assets under then-current Medicaid law, or any such successor programs.

ix. Purchase annuities for planning purposes consistent with current Medicaid law, and/or exercise elections or options regarding existing annuity contracts, including, but not limited to, annuitizing the contract or electing settlement options, and, if I am married, changing the ownership and/or annuitant designations to the name of my spouse.

x. Consent to a change in beneficiary designations and/or, when appropriate, to a change in ownership, on my behalf as to all insurance policies, retirement plans, pension plans, and the like.

xi. Consent on my behalf to support orders sought and obtained by my spouse for my spouse's proper support and to avoid my spouse's impoverishment.

xii. Direct the Trustee of a revocable trust of which I am Trustor, to remove assets from such trust, to the extent that it is necessary to effect any of the above-described transfers of assets, or for general eligibility purposes.

xiii. Take possession of all such public benefits and to distribute such benefits to or for my benefit.



xiv. If necessary, defend actions taken under these public benefits planning provisions, including but not limited to retaining legal counsel, hiring other professionals, and paying for such legal and professional services from my assets and income.

xv. Take any other action that my attorney in fact in his or her best judgment considers necessary to accomplish the goals set forth herein regarding my qualification for and continuation of public benefits.

All public benefits planning powers granted herein may only be exercised if, in my attorney in fact's reasonable discretion: (1) I am residing in a convalescent facility (nursing home) for long-term care and am likely to remain there for a long period, or, my attorney in fact believes in good faith that my entrance into such a facility is both necessary and imminent; (2) any gifts or transfers authorized above are made in a manner as consistent as is practicable with the dispositive provisions of my last unrevoked Will and/or revocable Living Trust keeping in mind my desire to qualify for any public benefits to which I am entitled, while at the same time preserving as much of my estate as possible for my spouse, if I am married, or for other beneficiaries of my last unrevoked Will and/or revocable Living Trust; (3) they would not interfere with entry to the nursing home which is most appropriate and comfortable for me; and (4) they are exercised in conformance with then-current eligibility rules for the Medicaid program, or any such successor program, as well as any other pertinent federal or state laws or regulations. (My attorney in fact must obtain current information regarding such eligibility rules before exercising these powers, and the cost of obtaining such information from an attorney experienced in public benefits planning may be paid by my attorney in fact as a proper charge against my estate.) If my attorney in fact is my spouse (or other permissible recipient of any gifts or transfers under this Section), my attorney in fact may make gifts to himself or herself, notwithstanding the subparagraph below entitled "Restrictions on Powers", and I hereby waive all conflicts of interest my attorney in fact may have in making such gifts, and any such gifts made in good faith shall not be considered a breach of my attorney in fact's fiduciary obligation.

o. **Exercise Powers of Appointment.** To exercise on my behalf all powers of appointment held by me, including but not limited to any power or right to withdraw or demand payment to myself of the principal and/or income of any trust.

p. **Handle IRAs and Retirement Accounts.** To establish, contribute to, make withdrawals from, manage, invest and administer the assets inside of IRA accounts, retirement plans and accounts and other tax-qualified employee benefit plans on my behalf; to compel the Trustee of any trust of which I am a beneficiary to make withdrawals from any IRA account, retirement plan and account, and tax-qualified employee benefit plan of which said trust is a beneficiary; to select, revoke and/or change payment options and beneficiary designations, including any consent under federal or state law to a beneficiary designation made by my spouse (provided that my attorney in fact, to the extent practicable, is consistent with my dispositive wishes as may have been expressed in my last unrevoked Will and/or revocable Living Trust); to make, exercise, waive or consent to any gift, income, estate or excise tax elections or other elections regarding or under any IRA, retirement plan

or account, or tax-qualified employee benefit plan in which I am a participant; to make "rollovers" of benefits into other IRA accounts, retirement plans and accounts, and other tax-qualified employee benefit plans; and to convert all or a portion of any traditional IRA to a Roth IRA.

q. **Operate Businesses.** To manage, control and take charge of my businesses, if any, and to do everything necessary to carry on and continue such businesses, including but not limited to the hiring and discharging of employees, payment of employees, and provision of employee benefits; purchase of goods, services, and materials; acceptance of orders; acceptance of payments; execution and acceptance of title documents; issuance of checks, notes, and title documents; retention of legal, accounting, financial, and other advisors, execution and filing of tax returns and other government forms required of the business; and sale, liquidation, or other termination of such business at such time and on such terms as my attorney in fact considers appropriate under the circumstances.

r. **Purchase and Maintain Insurance.** To purchase and maintain insurance on my life and property or the life and property of any third person in whom I have an insurable interest, pay all insurance premiums from my assets, and borrow money on my behalf in order to pay for insurance. My attorney in fact may pursue insurance claims on my behalf, and may decrease coverage under any insurance policy, or cancel any policy and receive on my behalf any cash proceeds on termination. My attorney in fact may also borrow against policies on my life and repay loans against such policies as my attorney in fact considers in my best interest.

s. **Employ Professionals.** To employ any custodian, attorney, accountant, corporate fiduciary, investment counselor, attorney in fact, real estate agent or any other agents or employees as my attorney in fact deems necessary (including, but not limited to, an attorney in fact appointed under a general or special power of attorney to handle real estate transactions) to assist my attorney in fact in the administration of assets. Reasonable compensation for all services performed by these agents and employees shall be paid from my assets out of either income or principal as my attorney in fact, in his discretion, shall determine, and shall not decrease the compensation, if any, to which my attorney in fact is entitled. The attorney in fact shall also be authorized to appoint an attorney in fact under a special power of attorney to act as a co-signatory on any bank accounts held in my name.

t. **Disclaim, Release or Renounce:** To exercise on my behalf a disclaimer, release or renunciation, either partially or in full, with relation to any benefit, power or right which I have or to which I may become entitled.

5. **Restrictions on Powers.** Notwithstanding the foregoing provisions of this document, my attorney in fact (a) shall have no incidents of ownership over any life insurance policy in which I may own an interest and which insures my attorney in fact's life, (b) is prohibited from appointing, gifting, assigning, or disclaiming any of my assets, interests, or rights to himself/herself for his/her direct benefit (except insofar as set forth in

the paragraph above entitled "Do Public Benefits Planning"), or to his/her estate, or to his/her creditors or the creditors of his/her estate, or from using my assets to discharge any of his/her legal obligations, including any obligation of support which he/she may owe to others (excluding me and those whom I am legally obligated to support), unless any such act is taken with the consent of a successor attorney in fact who is independent within the meaning set forth in Utah Code or any successor statute, (c) shall not hold or exercise any powers which I may have over assets he/she has given to me or over assets held in an irrevocable trust of which he/she is grantor, and (d) shall not have the right to make, amend, or revoke any Will in my name (except as stated previously herein).

6. **Intention to Remain in and Return to My Home/Authority to Provide for My Personal Care and Related Matters:** It is my desire to continue to live in my own residence as long as I am physically able and my attorney in fact deems it is practicable, and I authorize my attorney in fact to take such steps as are necessary to honor my desire as expressed herein. Accordingly, my attorney in fact shall have the power to do all things and enter into all transactions necessary to provide for my personal care, to maintain my customary standard of living, to provide suitable living quarters for me, and to hire, compensate, and discharge household, nursing, and other employees as my attorney in fact considers advisable for my well-being. The above shall specifically include, but not be limited to, the authority to pay for clothing, transportation, recreation, travel, medicine, medical care, food and other needs; to make arrangements and enter into contracts on behalf of myself with hospitals, hospices, nursing homes, convalescent homes and similar organizations; to modify my principal residence; to obtain such equipment as might assist in homecare; and to take such other measures as my attorney in fact considers advisable under the circumstances. Notwithstanding the foregoing, should it be necessary for my attorney in fact to authorize care outside of my home, such as in a skilled nursing facility, it is my desire to return home to my principal residence even though it may be necessary to obtain such services in a skilled nursing facility on a temporary basis. No matter what the length of my confinement in a skilled nursing facility, it will always be my intent to return to my principal residence. Notwithstanding the foregoing, I authorize my attorney in fact, in his or her sole and reasonable discretion, to change my residence for whatever purposes he or she deems pertinent, and to take such steps as are necessary to effectuate such result. Because it is my desire that my attorney in fact be adequately compensated for such services, my attorney in fact is expressly authorized to execute a contract on my behalf, for the personal care services referenced herein, with payment of reasonable compensation to my attorney in fact for the performance and/or coordination of these services.

7. **Enabling Powers.** With respect to any of the foregoing acts, to do and perform all, any and/or every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, including (without limitation) authority to enter into oral and/or written agreements and to execute, acknowledge, and deliver any stock power, deed and/or other written instrument of any kind. The power and authority hereby conferred upon said attorney shall be effective as to all property, whether now owned or hereafter acquired by me in whatever capacity, whether as an individual, joint tenant, tenant in common, partner,

joint venturer, stockholder, trustee or otherwise, or any community property interest, and wherever situated.

8. **Ratification**. I hereby ratify and confirm all that said attorney in fact shall do or cause to be done by virtue hereof and all documents of any kind (without limitation) executed and/or delivered by said attorney shall bind me and my heirs, distributees, legal representatives, successors, and assigns.

9. **Inducement**. For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent, and/or other party to act in accordance with the powers granted in this power of attorney, I hereby represent, warrant, and agree that, if this power of attorney is terminated for any reason whatsoever, I and my heirs, distributees, legal representatives, successors, and assigns will save such party or parties harmless from any loss suffered or liability incurred by such party or parties in acting in accordance with this power of attorney prior to such party's (or parties') receipt of written notice of any such termination.

10. **Reliance by Third Parties**: The attorney in fact's signature under the authority granted in this power of attorney may be accepted by any third party or organization with the same force and effect as if I was personally present and acting on my behalf. No person or organization that relies on the attorney in fact's authority shall incur any liability to me, my estate, heirs, successors, or assigns, because of reliance on this instrument. My estate, heirs, successors, and assigns shall be bound by the attorney in fact's acts under this power of attorney. Any third party from whom the attorney in fact under this power of attorney may request information, records, or other documents regarding my personal affairs may release and deliver all such information, records, or documents to the attorney in fact without liability to me, my estate, heirs, successors, or assigns for release or delivery of such information, records, or other documents to the attorney in fact. I hereby waive any privilege which may apply to release of such information, records, or other documents.

11. **Exculpation**. Under no circumstances shall any attorney in fact named herein incur any liability to me for acting or refraining from acting hereunder, except for such attorney's own willful misconduct or gross negligence.

12. **Nomination of Conservator Ad Litem**. If at any time it becomes necessary to appoint a conservator of my estate, I hereby nominate the person named as my attorney in fact as such conservator. If for any reason it becomes necessary to appoint a successor conservator, then I nominate the successor attorney in fact named in this document as alternate conservator. I grant to my conservator all of the powers specified in the Utah Probate Code. My conservator shall serve in such capacity without bond, or, if a bond be required, I request that such bond be set as low as possible. I hereby revoke all prior conservatorship nominations that I have made regarding my estate.

13. **Determination of Incapacity and Capacity**. For the purpose of this document, a person (myself, my attorney in fact and my successor attorney in fact) shall be

deemed incapacitated or incompetent when that person's physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, makes it impracticable for such person to give prompt, rational and prudent consideration to financial matters and, if said person is my attorney in fact (including an appointed attorney in fact who has yet to act), (i) a conservator of said person or estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists. If said person is my attorney in fact (including an appointed attorney in fact who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting attorney (or successor attorney) in fact, the original attorney in fact (including an appointed attorney in fact who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as attorney in fact. Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings. In addition to any "Authorization to Release Medical Information" executed by me, I hereby voluntarily waive any physician-patient privilege or psychiatrist-patient privilege and authorize physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of to act hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No attorney in fact shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the attorney in fact does so, the expense of any such inquiry may be paid from my assets.

It is my desire that, to the extent possible, a named attorney in fact be able to act expeditiously, without the necessity to obtain a court determination of my incapacity or the incapacity of a preceding appointed attorney in fact (including if that preceding appointed attorney in fact has not yet acted). Therefore, if an Authorization to Release Medical Information executed by me, or an appointed attorney in fact (even if not yet acting), or by a "personal representative" or "authorized representative" on my behalf or on behalf of such an appointed attorney in fact, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this paragraph, then the Trust Protector named under my Living Trust (if any), or if there is no such Trust Protector provided under my Living Trust then the next appointed succeeding Trustee (even if not yet acting) who is independent from me or such appointed succeeding attorney in fact within the meaning of Utah Code, may declare in writing I or such appointed attorney in fact to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making

such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

14. **Revocation and Amendment.** I revoke all prior Powers of Attorney pertaining to asset management that I may have executed, and I retain the right to revoke or amend this document and to substitute other attorneys in fact. Amendments to this document shall be made in writing by me personally (not by my attorney in fact), and they shall be attached to the original of this document and recorded in the same county or counties as the original, if the original is recorded.


15. **Durability.** THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY MY SUBSEQUENT DISABILITY OR INCAPACITY.

16. **Reimbursement of Costs Incurred in Implementing This Document:** My attorney in fact shall be entitled to payment or reimbursement for all reasonable costs and expenses actually authorized, incurred or paid by my attorney in fact on my behalf under the authority granted in this document and my attorney in fact shall be entitled to reasonable compensation for services rendered hereunder. If I have executed a revocable Living Trust, my attorney in fact shall render bills for all such costs and expenses to the Trustee of my revocable Living Trust.

17. **Governing Law.** This power of attorney shall be governed by the laws of the State of Utah in all respects, including its validity, construction, interpretation, and termination.

18. **Severability.** If any provision of this document is not enforceable or is not valid, the remaining provisions shall remain effective.

DATED: February 12, 2008.

  
\_\_\_\_\_  
Jo Ann Adams

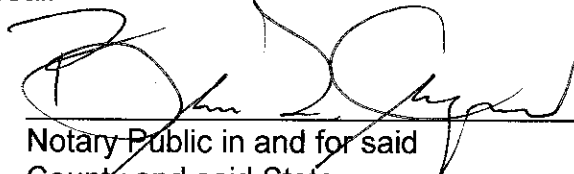
# ACKNOWLEDGEMENT

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF WEBER

On February 12, 2008 before me, February 12, 2008, Notary Public, personally appeared Jo Ann Adams, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
Notary Public in and for said  
County and said State

## Utah Advance Health Care Directive

(Pursuant to Utah Code Section 75-2a-1116)

Part I: Allows you to name another person to make health care decisions for you when you cannot make decisions or speak for yourself.

Part II: Allows you to record your wishes about health care in writing.

Part III: Tells you how to revoke the form.

Part IV: Makes your directive legal.

### My Personal Information

Name:

VON ELIAS ADAMS

Address:



303 Aircraft Ave, Layton, Utah

Telephone: (801) 544-4469

Cell:

Birth date:

05 / 08 / 1931

### Part I: My Agent

A. No Agent

WITNESSES:

*Jandsey Gregson*

FOR IDENTIFICATION:



\_\_\_\_\_ I do not want to choose an agent. Initial this paragraph if you do not want to name an agent, then go to Part II. Do not name an agent below. No individual, organization, family member, health care provider, lawyer, or insurer should force you to name an agent.

B. My Agent

Agent's Name:

JO ANN ADAMS

Address:

303 Aircraft Ave, Layton, Utah

Home	(801) 544-4469	Cell	Work
Phone:	_____	Phone:	_____

C. Alternate Agent

Alternate Agent's Name:

BRANDON ADAMS

Address:

Home	Cell	Work
Phone:	_____	Phone:

D. Agent's Authority

WITNESSES:

Lindsey Grogan

FOR IDENTIFICATION:

\_\_\_\_\_

If I cannot make decisions or speak for myself, my agent can make any health care decision I could have made such as:

1. Consent to, refuse, or withdraw any health care. This may include care to prolong my life such as food and fluids by tube, use of antibiotics, CPR (cardiopulmonary resuscitation), and dialysis, and mental health care, such as convulsive therapy and psychoactive medications. This authority is subject to any limits in paragraph F of this section or in Part II of this directive.
2. Hire and fire health care providers.
3. Ask questions and get answers from health care providers.
4. Consent to admission or transfer to a health care provider or health care facility, including a mental health facility, subject to any limits in paragraphs E or F of this section.
5. Get copies of my medical records.
6. Ask for consultations or second opinions.

E. Other Authority

My agent has the powers below ONLY IF I place a check next to "yes" in the statement. I authorize my agent to:

Yes yes No \_\_\_\_\_ Get copies of my medical records at any time, even when I can speak for myself.

Yes \_\_\_\_\_ No yes Admit me to a licensed health care facility, such as a hospital, nursing home, assisted living, or other congregate facility for long-term placement other than convalescent or recuperative care, unless I agree to be admitted at that time.

F. I wish to limit or expand the powers of my healthcare agent as follows:

\_\_\_\_\_  
\_\_\_\_\_

G. Nomination of Guardian

WITNESSES:

Kindrey Gregson

FOR IDENTIFICATION:

\_\_\_\_\_

Yes VEA No \_\_\_\_\_ By appointing an agent in this document, I intend to avoid guardianship. If I must have a guardian, I want my agent to be my guardian.

H. Consent to Participate in Medical Research

Yes \_\_\_\_\_ No VEA I authorize my agent to consent to my participation in medical research or clinical trials, even if I may not benefit from the results.

I. Consent to Organ Donation

Yes \_\_\_\_\_ No VEA If I have not otherwise agreed to organ donation, my agent may consent to the donation of my organs for the purpose of organ transplantation.

J. Agent's Authority to Override Expressed Wishes

Yes \_\_\_\_\_ No \_\_\_\_\_ My agent may make decisions about health care that are different from the instructions in Part II of this form.

**Part II: My Health Care Wishes (Living Will)**

I want my health care providers to follow the instructions I give them when I am being treated, so long as I can make health care decisions, even if the instructions appear to conflict with these or other advance directives. My health care providers should always provide comfort measures and health care to keep me as comfortable and functional as possible.

Choose one of the following by placing your initials before the numbered statement that reflects your wishes.

1. \_\_\_\_\_ I choose to let my agent decide. I have chosen my agent carefully. I have talked with my agent about my health care wishes. I trust my agent to make the health care decisions for me that I would make under the circumstances. My agent may stop care that is prolonging my life only after the conditions checked "yes" below are met.

Yes \_\_\_\_\_ No \_\_\_\_\_ I have a progressive illness that will cause death.

Yes \_\_\_\_\_ No \_\_\_\_\_ I am close to death and am unlikely to recover.

Yes \_\_\_\_\_ No \_\_\_\_\_ I cannot communicate and it is unlikely that my condition will improve.

WITNESSES:

Andrey Gogson

FOR IDENTIFICATION:

\_\_\_\_\_

Yes \_\_\_\_\_ No \_\_\_\_\_ I do not recognize my friends or family and it is unlikely that my condition will improve.

Yes \_\_\_\_\_ No \_\_\_\_\_ I am in a persistent vegetative state.

2. \_\_\_\_\_ I want to prolong life. Regardless of my condition or prognosis, I want my health care providers to try to keep me alive as long as possible, within the limits of generally accepted health care standards.

3. 2EA I choose NOT to receive care for the purpose of prolonging life, including food and fluids by tube, antibiotics, CPR, or dialysis used to prolong my life. I always want comfort care and routine medical care that will keep me as comfortable and functional as possible, even if that care may prolong my life. My health care provider may stop care that is prolonging my life only after the conditions checked "yes" below are met. If I check "no" to all the conditions, my health care provider should not provide care to prolong my life.

Yes \_\_\_\_\_ No 2EA I have a progressive illness that will cause death.

Yes \_\_\_\_\_ No 2EA I am close to death and am unlikely to recover.

Yes \_\_\_\_\_ No 2EA I cannot communicate and it is unlikely that my condition will improve.

Yes \_\_\_\_\_ No 2EA I do not recognize my friends or family and it is unlikely that my condition will improve.

Yes \_\_\_\_\_ No 2EA I am in a persistent vegetative state.

4. \_\_\_\_\_ I choose not to provide instructions about end-of-life care in this directive.  
Additional or Other Instructions:

\_\_\_\_\_  
\_\_\_\_\_

### Part III: Revoking My Directive

I may revoke this directive by:

WITNESSES:

Yandsey Gregson

FOR IDENTIFICATION:

\_\_\_\_\_

1. Writing "void" across the form, or burning, tearing, or otherwise destroying or defacing the document or asking another person to do the same on my behalf;
2. Signing or directing another person to sign a written revocation on my behalf;
3. Stating that I wish to revoke the directive in the presence of a witness who meets the requirements of the witness in Part IV, below, and who will not be appointed as agent or become a default surrogate when the directive is revoked; or
4. Signing a new directive. (If you sign more than one Advance Health Care Directive, the most recent one applies.)

#### **Part IV: Making My Directive Legal**

I sign this voluntarily. I understand the choices I have made. I declare that I am emotionally and mentally able to make this directive.

Date:

February 12, 2008

Signature:

Von E Adams

I have witnessed the signing of this directive, I am 18 years of age or older, and I am not:

1. related to the declarant by blood or marriage;
2. entitled to any portion of the declarant's estate according to the laws of intestate succession of Utah or under any will or codicil of the declarant;
3. directly financially responsible for the declarant's medical care;

WITNESSES:

Kimberly Grogan

FOR IDENTIFICATION:

\_\_\_\_\_

4. a health care provider who is providing care to the declarant or an administrator at a health care facility in which the declarant is receiving care; or

5. the appointed agent or alternate agent.

Signature of Witness:

Kimberly Gregson

If the witness is signing to confirm an oral directive, describe below the circumstances under which the directive was made.

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## Utah Advance Health Care Directive

(Pursuant to Utah Code Section 75-2a-1116)

Part I: Allows you to name another person to make health care decisions for you when you cannot make decisions or speak for yourself.

Part II: Allows you to record your wishes about health care in writing.

Part III: Tells you how to revoke the form.

Part IV: Makes your directive legal.

### My Personal Information

Name:

JO ANN ADAMS

Address:

303 Aircraft Ave, Layton, Utah

Telephone: (801) 544-4469

Cell:

Birth date:

12 / 29 / 1934

### Part I: My Agent

A. No Agent

WITNESSES:

FOR IDENTIFICATION:

\_\_\_\_\_ I do not want to choose an agent. Initial this paragraph if you do not want to name an agent, then go to Part II. Do not name an agent below. No individual, organization, family member, health care provider, lawyer, or insurer should force you to name an agent.

B. My Agent

Agent's Name:

VON ELIAS ADAMS

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Address:

303 Aircraft Ave, Layton, Utah

---

Home	(801) 544-4469	Cell	Work
Phone:	_____	Phone:	_____

C. Alternate Agent

Alternate Agent's Name:

BRANDON ADAMS

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Address:

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Home	Cell	Work
Phone:	Phone:	Phone:

D. Agent's Authority

WITNESSES:

FOR IDENTIFICATION:

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If I cannot make decisions or speak for myself, my agent can make any health care decision I could have made such as:

1. Consent to, refuse, or withdraw any health care. This may include care to prolong my life such as food and fluids by tube, use of antibiotics, CPR (cardiopulmonary resuscitation), and dialysis, and mental health care, such as convulsive therapy and psychoactive medications. This authority is subject to any limits in paragraph F of this section or in Part II of this directive.
2. Hire and fire health care providers.
3. Ask questions and get answers from health care providers.
4. Consent to admission or transfer to a health care provider or health care facility, including a mental health facility, subject to any limits in paragraphs E or F of this section.
5. Get copies of my medical records.
6. Ask for consultations or second opinions.

E. Other Authority

My agent has the powers below ONLY IF I place a check next to "yes" in the statement. I authorize my agent to:

Yes ☒ No ☐ Get copies of my medical records at any time, even when I can speak for myself.

Yes ☐ No ☒ Admit me to a licensed health care facility, such as a hospital, nursing home, assisted living, or other congregate facility for long-term placement other than convalescent or recuperative care, unless I agree to be admitted at that time.

F. I wish to limit or expand the powers of my healthcare agent as follows:

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G. Nomination of Guardian

WITNESSES:

FOR IDENTIFICATION:

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Yes JA No \_\_\_\_\_ By appointing an agent in this document, I intend to avoid guardianship. If I must have a guardian, I want my agent to be my guardian.

H. Consent to Participate in Medical Research

Yes \_\_\_\_\_ No JA I authorize my agent to consent to my participation in medical research or clinical trials, even if I may not benefit from the results.

I. Consent to Organ Donation

Yes JA No \_\_\_\_\_ If I have not otherwise agreed to organ donation, my agent may consent to the donation of my organs for the purpose of organ transplantation.

J. Agent's Authority to Override Expressed Wishes

Yes \_\_\_\_\_ No \_\_\_\_\_ My agent may make decisions about health care that are different from the instructions in Part II of this form.

**Part II: My Health Care Wishes (Living Will)**

I want my health care providers to follow the instructions I give them when I am being treated, so long as I can make health care decisions, even if the instructions appear to conflict with these or other advance directives. My health care providers should always provide comfort measures and health care to keep me as comfortable and functional as possible.

Choose one of the following by placing your initials before the numbered statement that reflects your wishes.

1. \_\_\_\_\_ I choose to let my agent decide. I have chosen my agent carefully. I have talked with my agent about my health care wishes. I trust my agent to make the health care decisions for me that I would make under the circumstances. My agent may stop care that is prolonging my life only after the conditions checked "yes" below are met.

Yes \_\_\_\_\_ No \_\_\_\_\_ I have a progressive illness that will cause death.

Yes \_\_\_\_\_ No \_\_\_\_\_ I am close to death and am unlikely to recover.

Yes \_\_\_\_\_ No \_\_\_\_\_ I cannot communicate and it is unlikely that my condition will improve.

WITNESSES:

FOR IDENTIFICATION:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Yes \_\_\_\_\_ No \_\_\_\_\_ I do not recognize my friends or family and it is unlikely that my condition will improve.

Yes \_\_\_\_\_ No \_\_\_\_\_ I am in a persistent vegetative state.

2. \_\_\_\_\_ I want to prolong life. Regardless of my condition or prognosis, I want my health care providers to try to keep me alive as long as possible, within the limits of generally accepted health care standards.

3.   A   I choose NOT to receive care for the purpose of prolonging life, including food and fluids by tube, antibiotics, CPR, or dialysis used to prolong my life. I always want comfort care and routine medical care that will keep me as comfortable and functional as possible, even if that care may prolong my life. My health care provider may stop care that is prolonging my life only after the conditions checked "yes" below are met. If I check "no" to all the conditions, my health care provider should not provide care to prolong my life.

Yes \_\_\_\_\_ No   A   I have a progressive illness that will cause death.

Yes \_\_\_\_\_ No   A   I am close to death and am unlikely to recover.

Yes \_\_\_\_\_ No   A   I cannot communicate and it is unlikely that my condition will improve.

Yes \_\_\_\_\_ No   A   I do not recognize my friends or family and it is unlikely that my condition will improve.

Yes \_\_\_\_\_ No   A   I am in a persistent vegetative state.

4. \_\_\_\_\_ I choose not to provide instructions about end-of-life care in this directive.  
Additional or Other Instructions:

\_\_\_\_\_  
\_\_\_\_\_

### Part III: Revoking My Directive

I may revoke this directive by:

WITNESSES:

FOR IDENTIFICATION:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

1. Writing "void" across the form, or burning, tearing, or otherwise destroying or defacing the document or asking another person to do the same on my behalf;
2. Signing or directing another person to sign a written revocation on my behalf;
3. Stating that I wish to revoke the directive in the presence of a witness who meets the requirements of the witness in Part IV, below, and who will not be appointed as agent or become a default surrogate when the directive is revoked; or
4. Signing a new directive. (If you sign more than one Advance Health Care Directive, the most recent one applies.)

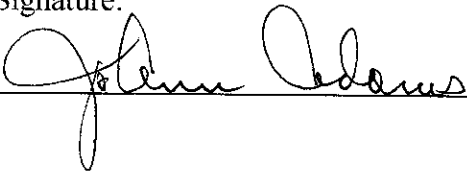
#### **Part IV: Making My Directive Legal**

I sign this voluntarily. I understand the choices I have made. I declare that I am emotionally and mentally able to make this directive.

Date:

February 12, 2008

Signature:



I have witnessed the signing of this directive, I am 18 years of age or older, and I am not:

1. related to the declarant by blood or marriage;
2. entitled to any portion of the declarant's estate according to the laws of intestate succession of Utah or under any will or codicil of the declarant;
3. directly financially responsible for the declarant's medical care;

WITNESSES:

FOR IDENTIFICATION:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

4. a health care provider who is providing care to the declarant or an administrator at a health care facility in which the declarant is receiving care; or

5. the appointed agent or alternate agent.

Signature of Witness:

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If the witness is signing to confirm an oral directive, describe below the circumstances under which the directive was made.

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**Authorization for Release of Medical Information**  
**by Von Elias Adams**  
Pursuant to the  
Utah Code

**Article 1. Grant of Authority to My Personal Representative/Authorized Representative**

By this Authorization for Release of Medical Information ("authorization"), I, **Von Elias Adams**, hereby authorize release of confidential medical information about me to the following individuals or entities:

**Jo Ann Adams, Brandon Adams, and Ashley Gray**

any other individual or entity appointed to act as Trustee or successor Trustee of the The Trust of Von Elias Adams and Jo Ann Adams July 26, 2004, or any other trust created by me, including any subsequent amendments thereto, even if any such individual or entity has not yet acted as Trustee or successor Trustee; and/or

any individual appointed to act as my Agent under my "Advance Health Care Directive" bearing the same date as this authorization, or any subsequently executed Advance Health Care Directive, even if any such individual has not yet acted as my Agent.

The individuals and entities named above are to be deemed my "personal representatives" as that term is defined in the Utah Code and its regulations, and my "authorized representatives" and "authorized recipients" as defined by Utah Code.

## **Article 2. Specific Terms of This Authorization**

### **a. Limited Use of Medical Information**

#### **i. By Trustees, Executors and Agents Under Durable Power of Attorney**

My personal representatives/authorized representatives, other than my Agent under my Advance Health Care Directive, may use the medical information released to them only for the purpose of protecting me in case of my incompetency or incapacity, including, but not limited to:

Determining my ability to manage my personal and/or financial affairs and whether I am competent or have capacity or am incompetent or incapacitated (including any determination made after my death such as for purposes of defending against a contest of my estate plan or defending against or prosecuting any other legal matter);

Determining my ability to continue to remain in my current residence; and

Determining whether to apply moneys for my health, support and maintenance needs.

#### **ii. By Agents Under Advance Health Care Directive**

My personal representatives/authorized representatives, who are my Agents under my Advance Health Care Directive, may use the medical information released to them only for the purpose of assisting in making my healthcare decisions in case I am unable to do so, including, but not limited to:

Determining my ability to make healthcare decisions for myself;

Making medical decisions on my behalf if I am not able to make such decisions;

Determining my ability to continue to remain in my current residence; and

Making end-of-life decisions for me if I am not able to make such decisions.

**b. Types of Medical Information to Be Released**

I authorize the release and disclosure of all my individually identifiable health information and protected health information ("PHI"), without restriction, whether oral or recorded in any form or medium, and whether past, present or future, including but not limited to:

Examination and history records;

Diagnostic and treatment records, including imaging and testing of any kind, such as but not limited to HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse;

Any written opinion related to my capacity or incapacity;

Psychiatric, psychotherapy and/or medical records and notes, such as but not limited to mental health records protected by the Utah Code, regarding any mental health condition;

Identities of health care providers;

Employment records; and

Billing records.



**c. Supersedes Any Prior Agreement**

The authorization given here shall supersede any prior agreement that I may have made with any party (referred to in the paragraph entitled "Who May Release Medical Information") to restrict access to or disclosure of any of the medical information described in the paragraph entitled "Types of Medical Information to Be Released".

**d. Who May Release Medical Information**

This authorization applies to any person or entity that has custody of medical information about me, including, but not limited to physician, dentist, chiropractor, osteopath, psychiatrist, psychologist, therapist, nurse, hospital, ambulance service, assisted living facility, residential care facility, bed and board facility, nursing home, other healthcare professional or provider, healthcare service plan, public health authority, employer, insurance company, school, clinic, laboratory, pharmacy, pharmaceutical company, medical information bureau or clearinghouse, or any contractor to any of them that has access to such medical information.

**e. Re-Disclosure of Information**

I acknowledge that information released or disclosed pursuant to this authorization may be subject to re-release or re-disclosure by my personal representative/authorized representative (for example, but not by way of limitation, in order to accomplish the purposes described in the paragraph entitled "Limited Use of Medical Information"). I understand that once information is re-released or re-disclosed it may no longer be protected by Utah Code privacy rules. My personal representative/authorized representative shall not be required, prior to the release of my medical information, to indemnify any of the parties described in the paragraph entitled "Who May Release Medical Information" for any use, re-release or re-disclosure of information.

### **Article 3. General Matters**

#### **a. Copies**

A copy or facsimile of this authorization has the same power as an original.

It is my intention that any copy of this authorization may be used by the person designated as my personal representative/authorized representative and may be relied upon by any third party and that no inference that I have revoked this authorization may be drawn from the fact that the original is not available or accessible.

#### **b. Duration and Revocation**

This authorization is effective immediately and shall not be affected by, and shall not terminate by, reason of my subsequent disability, incapacity or incompetency.

I may revoke my authorization at any time in a written document signed by me and delivered to any of the persons or entities described in the paragraph entitled "Who May Release Medical Information". Such revocation shall be effective upon actual receipt except to the extent actions have already been taken in reliance upon this authorization.

If I do not revoke this authorization, it expires ten (10) years after the date of its execution.

#### **c. Release of Liability**

I hereby release and hold harmless my personal representative/authorized representative, and any party described in the paragraph entitled "Who May Release Medical Information", who, acting in good faith, attempts to comply with the provisions of this authorization, from any liability that may result from the use, release or disclosure or re-release or re-disclosure of any information under this authorization.

**d. Severability**

I intend that this authorization conform to United States and Utah law. In the event that any provision of this document is invalid, the remaining provisions shall nonetheless remain in full force and effect.

**NOTICE TO THE PERSON SIGNING THIS DOCUMENT:**  
**YOU HAVE THE RIGHT TO RECEIVE A COPY OF THIS AUTHORIZATION. THE PERSONS AND/OR ENTITIES YOU HAVE NAMED (IN ARTICLE 1) MAY IMMEDIATELY HAVE ACCESS TO YOUR MEDICAL INFORMATION FOR THE PURPOSES SET FORTH (IN THE PARAGRAPH ENTITLED "LIMITED USE OF MEDICAL INFORMATION"), UNLESS YOU REVOKE THIS IN WRITING (PURSUANT TO THE PARAGRAPH ENTITLED "DURATION AND REVOCATION").**

Dated: February 12, 2008

  
**Von Elias Adams**

**ACKNOWLEDGEMENT**

STATE OF UTAH )  
 ) ss.  
COUNTY OF WEBER )

On February 12, 2008 before me, Brett D. Cragun, Notary Public, personally appeared **Von Elias Adams**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature. 

(Seal)



**Authorization for Release of Medical Information**  
**by Jo Ann Adams**  
Pursuant to the  
Utah Code

**Article 1. Grant of Authority to My Personal Representative/Authorized Representative**

By this Authorization for Release of Medical Information ("authorization"), I, **Jo Ann Adams**, hereby authorize release of confidential medical information about me to the following individuals or entities:

**Von Elias Adams, Brandon Adams, and Ashley Gray**

any other individual or entity appointed to act as Trustee or successor Trustee of the The Trust of Von Elias Adams and Jo Ann Adams July 26, 2004, or any other trust created by me, including any subsequent amendments thereto, even if any such individual or entity has not yet acted as Trustee or successor Trustee; and/or

any individual appointed to act as my Agent under my "Advance Health Care Directive" bearing the same date as this authorization, or any subsequently executed Advance Health Care Directive, even if any such individual has not yet acted as my Agent.

The individuals and entities named above are to be deemed my "personal representatives" as that term is defined in the Utah Code and its regulations, and my "authorized representatives" and "authorized recipients" as defined by Utah Code.

## **Article 2. Specific Terms of This Authorization**

### **a. Limited Use of Medical Information**

#### **i. By Trustees, Executors and Agents Under Durable Power of Attorney**

My personal representatives/authorized representatives, other than my Agent under my Advance Health Care Directive, may use the medical information released to them only for the purpose of protecting me in case of my incompetency or incapacity, including, but not limited to:

Determining my ability to manage my personal and/or financial affairs and whether I am competent or have capacity or am incompetent or incapacitated (including any determination made after my death such as for purposes of defending against a contest of my estate plan or defending against or prosecuting any other legal matter);

Determining my ability to continue to remain in my current residence; and

Determining whether to apply moneys for my health, support and maintenance needs.

#### **ii. By Agents Under Advance Health Care Directive**

My personal representatives/authorized representatives, who are my Agents under my Advance Health Care Directive, may use the medical information released to them only for the purpose of assisting in making my healthcare decisions in case I am unable to do so, including, but not limited to:

Determining my ability to make healthcare decisions for myself;

Making medical decisions on my behalf if I am not able to make such decisions;

Determining my ability to continue to remain in my current residence; and

Making end-of-life decisions for me if I am not able to make such decisions.

**b. Types of Medical Information to Be Released**

I authorize the release and disclosure of all my individually identifiable health information and protected health information ("PHI"), without restriction, whether oral or recorded in any form or medium, and whether past, present or future, including but not limited to:

Examination and history records;

Diagnostic and treatment records, including imaging and testing of any kind, such as but not limited to HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse;

Any written opinion related to my capacity or incapacity;

Psychiatric, psychotherapy and/or medical records and notes, such as but not limited to mental health records protected by the Utah Code, regarding any mental health condition;

Identities of health care providers;

Employment records; and

Billing records.

**c. Supersedes Any Prior Agreement**

The authorization given here shall supersede any prior agreement that I may have made with any party (referred to in the paragraph entitled "Who May Release Medical Information") to restrict access to or disclosure of any of the medical information described in the paragraph entitled "Types of Medical Information to Be Released".

**d. Who May Release Medical Information**

This authorization applies to any person or entity that has custody of medical information about me, including, but not limited to physician, dentist, chiropractor, osteopath, psychiatrist, psychologist, therapist, nurse, hospital, ambulance service, assisted living facility, residential care facility, bed and board facility, nursing home, other healthcare professional or provider, healthcare service plan, public health authority, employer, insurance company, school, clinic, laboratory, pharmacy, pharmaceutical company, medical information bureau or clearinghouse, or any contractor to any of them that has access to such medical information.

**e. Re-Disclosure of Information**

I acknowledge that information released or disclosed pursuant to this authorization may be subject to re-release or re-disclosure by my personal representative/authorized representative (for example, but not by way of limitation, in order to accomplish the purposes described in the paragraph entitled "Limited Use of Medical Information"). I understand that once information is re-released or re-disclosed it may no longer be protected by Utah Code privacy rules. My personal representative/authorized representative shall not be required, prior to the release of my medical information, to indemnify any of the parties described in the paragraph entitled "Who May Release Medical Information" for any use, re-release or re-disclosure of information.

### **Article 3. General Matters**

#### **a. Copies**

A copy or facsimile of this authorization has the same power as an original.

It is my intention that any copy of this authorization may be used by the person designated as my personal representative/authorized representative and may be relied upon by any third party and that no inference that I have revoked this authorization may be drawn from the fact that the original is not available or accessible.

#### **b. Duration and Revocation**

This authorization is effective immediately and shall not be affected by, and shall not terminate by, reason of my subsequent disability, incapacity or incompetency.

I may revoke my authorization at any time in a written document signed by me and delivered to any of the persons or entities described in the paragraph entitled "Who May Release Medical Information". Such revocation shall be effective upon actual receipt except to the extent actions have already been taken in reliance upon this authorization.

**If I do not revoke this authorization, it expires ten (10) years after the date of its execution.**

#### **c. Release of Liability**

I hereby release and hold harmless my personal representative/authorized representative, and any party described in the paragraph entitled "Who May Release Medical Information", who, acting in good faith, attempts to comply with the provisions of this authorization, from any liability that may result from the use, release or disclosure or re-release or re-disclosure of any information under this authorization.

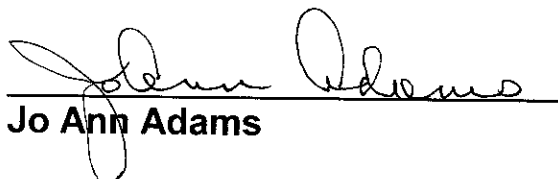


**d. Severability**

I intend that this authorization conform to United States and Utah law. In the event that any provision of this document is invalid, the remaining provisions shall nonetheless remain in full force and effect.

**NOTICE TO THE PERSON SIGNING THIS DOCUMENT:**  
**YOU HAVE THE RIGHT TO RECEIVE A COPY OF THIS**  
**AUTHORIZATION. THE PERSONS AND/OR ENTITIES YOU HAVE**  
**NAMED (IN ARTICLE 1) MAY IMMEDIATELY HAVE ACCESS TO YOUR**  
**MEDICAL INFORMATION FOR THE PURPOSES SET FORTH (IN THE**  
**PARAGRAPH ENTITLED "LIMITED USE OF MEDICAL INFORMATION"),**  
**UNLESS YOU REVOKE THIS IN WRITING (PURSUANT TO THE**  
**PARAGRAPH ENTITLED "DURATION AND REVOCATION").**

Dated: February 12, 2008

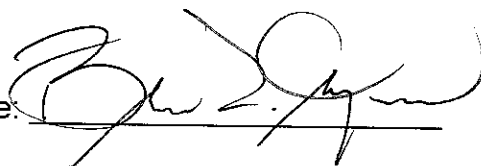
  
Jo Ann Adams

**ACKNOWLEDGEMENT**

STATE OF UTAH )  
 ) ss.  
COUNTY OF WEBER )

On February 12, 2008 before me, Brett D. Cragun, Notary Public, personally appeared **Jo Ann Adams**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 

(Seal)

