CERTIFICATE OF TRUST "The Frank L. VanderSloot Trust"

The undersigned, acting as the duly appointed and authorized trustee of "THE FRANK L. VANDERSLOOT TRUST" (hereafter the "Trust") and having prepared this Certificate of Trust (hereafter the "Certificate") in compliance with Title 68-114 and 68-115 of the Idaho Code, hereby certifies as follows:

- 1. The Trust was created by a Declaration of Trust dated the 17th day of August, 2001, as last Amended and Restated in its entirety on the 17th day of August, 2010, and is currently in full force and effect.
 - 2. The Settlor of the Trust is Frank L. VanderSloot.
- 3. The name of the currently serving trustee is Frank L. VanderSloot and such trustee's current mailing address is Frank VanderSloot c/o Jim Dalton, Riverbend Ranch, 2880 North 55th West, Idaho Falls, Idaho 83402.
- 4. The terms of the Trust grant certain powers to the Trustee. If the identification or description of any of such powers are pertinent to a third party request for this Certificate, then the relevant portions of the trust instrument enumerating such trustee powers are attached hereto. In addition to the foregoing, a true and exact copy of the Trust's first page, signature and notary pages, and successor trustee provisions may be attached hereto.
- 5. Under the terms of the trust instrument, the Settlor may revoke, amend, or modify the Trust at any time prior to the Settlor's death or incapacity.
- 6. If the trust instrument has provided for the administration of the Trust by co-trustees, then the provisions of the Trust provide that if two co-trustees are then serving, both must agree and sign any required documentation in order to properly exercise any enumerated trustee powers, and if more than two co-trustees are then serving, a majority of the then serving co-trustees must agree and sign any required documentation in order to properly exercise any enumerated trustee powers.
- 7. In the event property is to be held in the name of the Trust, the owner of said property should be reflected as "Frank L. VanderSloot, or his successor, as Trustee of "The Frank L. VanderSloot Trust" under an Amended and Restated Declaration of Trust dated August 17, 2010".
 - 8. The Tax Identification Number for the Trust is the Settlor's Social Security Number.
- 9. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained hereinabove to be incorrect.

Dated the 17 day of October, 2010.

Frank L. VanderSloot, Trustee

DECLARATION OF TRUST

("The Frank L. VanderSloot Trust")

| THIS DECLARATION OF TRUST is made and executed this day of NOVEMBER 2011, by FRANK L. VANDERSLOOT, a resident of Bonneville County, Idaho who is referred to hereafter as "Frank" when making reference to the Settlor of the trust created hereunder, and as "Trustee" when making reference to the initial trustee of the trust created hereunder. | | |
|---|--|--|
| WHEREAS, Frank desires by this trust instrument to establish a revocable trust upon the conditions and for the uses and purposes hereinafter set forth, to make provision for the care and management of a portion of his present properties and for the ultimate distribution of the properties in the trust created hereunder. | | |
| NOW, THEREFORE, Frank hereby gives, transfers and delivers unto himself, as Trustee, either now or in the future, some or all of his assets to have and to hold the same, in trust, and to manage, invest and reinvest the same, and any additions that may from time to time be made thereto, subject to the terms, conditions, powers and agreements hereinafter set forth. | | |
| | | |
| | | |
| REDACTED | | |
| | | |
| | | |
| | | |

AMENDED AND RESTATED DECLARATION OF TRUST

("The Frank L. VanderSloot Trust")

THIS AMENDED AND RESTATED DECLARATION OF TRUST is made and executed this day of NOIFMBEL, 2011 by FRANK L. VANDERSLOOT, a resident of Bonneville County, Idaho who is referred to hereafter as "Frank" when making reference to the Settlor of the trust created hereunder, and as "Trustee" when making reference to the initial trustee of the trust created hereunder.

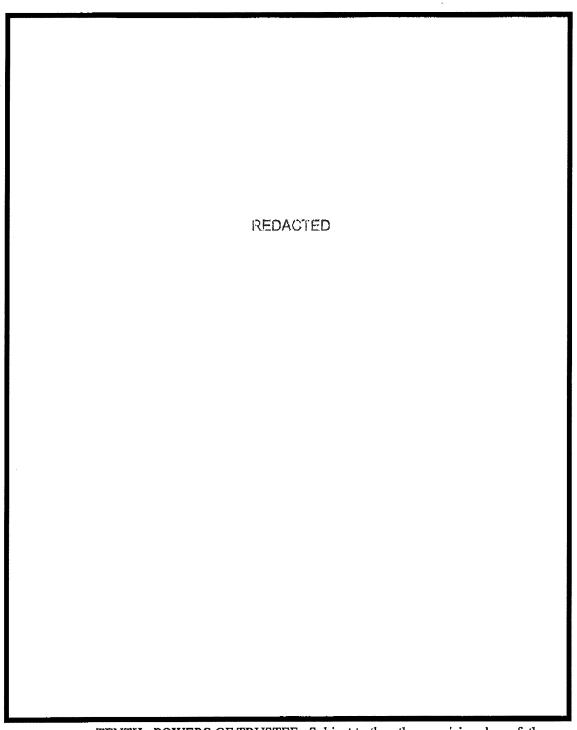
WHEREAS, Frank, as both Settlor and Trustee, executed a Declaration of Trust dated August 17, 2001 creating "The Frank L. VanderSloot Trust" (hereafter the "Trust"); and

WHEREAS, Frank subsequently amended and restated the Trust on April 11, 2002, on February 12, 2003, again on May 4, 2008; and most recently on August 17, 2010;

WHEREAS, under paragraph TWELFTH of the most recent restated trust instrument, Frank retained the right to amend the Trust in whole or in part at any time prior to his death; and

WHEREAS, Frank now desires to amend and restate the Trust in its entirety.

NOW THEREFORE, Frank acknowledges and directs that said Trust be and the same is hereby amended and restated in its entirety to read as follows, and that the assets, if any, presently held by the Trustee shall continue to be managed, invested and reinvested, together with any additions that may from time to time be made thereto, subject to the terms, conditions, powers and agreements hereinafter set forth.



TENTH: POWERS OF TRUSTEE. Subject to the other provisions hereof, the Trustee is authorized and empowered in the management and operation of any trust created hereunder, in addition to those now or hereafter conferred by law, as follows:

- A. <u>Investments.</u> To invest the trust funds in any property, real, personal or mixed, in which any individual may invest his own funds. In making investments, the Trustee shall exercise the judgment and care in the purchase or acquisition thereof which men of prudence, discretion and intelligence exercise, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. The Trustee shall not commingle trust funds with the Trustee's own funds; nevertheless, a corporate Trustee may commingle the assets of any trust created hereunder with common trust funds managed and administered by the Trustee.
- B. <u>Asset Management.</u> To manage, control, sell, convey, exchange, partition, divide, subdivide, improve, repair; to grant options and to sell upon deferred payments; to lease for terms within or extending beyond the duration of this trust for any purpose, including exploration for and removal of gas, oil and other minerals; to enter into community oil leases, pooling and unitization agreements; to create restrictions, easements and other servitudes; to compromise, arbitrate or otherwise adjust claims in favor of or against any trust created hereunder; to institute, compromise and defend actions and proceedings.
- C. <u>Receive and Collect Benefits</u>. To receive and collect all proceeds, rents, income and accruals of every kind inuring to the benefit of any trust created hereunder.
- D. <u>Execute Contracts.</u> To execute or enter into contracts, deeds, agreements or any other documents of any nature whatsoever which the Trustee may deem necessary or desirable to carry out the provisions and purposes of any trust created hereunder.
- E. Receive Additions to Trust. To receive properties or interests therein from Frank or others, including shares of any corporate Trustee's own stock, as additions to any trust created hereunder and to retain, hold, manage or sell the same as the Trustee may deem advisable; it being intended that as to properties or interests contributed to any trust created hereunder, notwithstanding anything to the contrary contained herein, the Trustee shall be under no fixed duty or investment rule, such as the so-called "prudent man" or other rules, to sell, diversify or liquidate such property or interests, but the Trustee may retain or sell the same as the Trustee may deem advisable, and the Trustee shall not be liable for decisions made hereunder if exercised in good faith.
- F. Stocks and Securities. To have respecting securities all the rights, powers and privileges of an owner, including the power to pay assessments and other sums deemed by the Trustee necessary for the protection of the estate of any trust created hereunder; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and, in connection therewith, to deposit securities with and transfer title to any protective or other committee under such

terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to accept and retain as an investment any securities or other property received through the exercise of any of the foregoing powers, regardless of any limitations elsewhere in this instrument relative to investments by the Trustee; and to register any securities held by any trust created hereunder in the name of a nominee without disclosing the fiduciary relationship.

- G. <u>Business Operations</u>. To operate, either solely or in conjunction with others, any business operation or enterprise of any nature, whether it be a proprietorship, general or limited partnership or corporation, for so long a time and in such manner as the Trustee deems proper and for the best interests of any trust created hereunder, with full power to organize as a proprietorship, partnership or other form of business entity; to incorporate such business or to execute or join in any plan of refinancing, merger, consolidation or reorganization thereof.
- H. <u>Borrow Money.</u> To borrow money for any trust purposes upon such terms and conditions as the Trustee may deem proper, and to obligate the estate of any trust created hereunder for repayment; to encumber the estate of any trust created hereunder or any of its property by mortgage, deed of trust, pledge or otherwise, using such procedure to consummate the transaction as the Trustee may deem advisable, including the maintenance of a margin account with a stock brokerage firm.
- I. Administration Expenses. To pay the expenses of administering any trust created hereunder such as taxes, insurance, upkeep and any and all items of expense ordinarily necessary to the operation of trusts of this character, including any fees and court costs necessarily incurred in enforcing any of the property rights pertaining to the property of any trust created hereunder; to budget the estimated annual income and expenses of any trust created hereunder in such manner as to equalize, as far as practicable, periodic income payments to beneficiaries.
- J. <u>Insurance.</u> To effect, keep in force and pay premiums on life, fire, rent, title, liability or casualty insurance, or other insurance of any nature, in any form and in any amount, except that no part of the trust corpus or income shall be applied to purchase any life insurance or other type of insurance on the life of Frank, or Frank's spouse.
- K. <u>Employment of Professional Advisors.</u> To employ accountants, agents, attorneys, brokers, investment counsel and others reasonably necessary in the administration of the estate of any trust created hereunder, and to delegate to such persons any discretion which the Trustee may deem proper.
- L. Advance Funds. To advance funds to any trust created hereunder for any trust purpose, such advances, with interest at current rates, to be a first lien on and to be repaid out of principal or income; to be reimbursed from principal or income for

any loss or expense incurred by reason of the Trustee's ownership or holding of any property in any trust created hereunder.

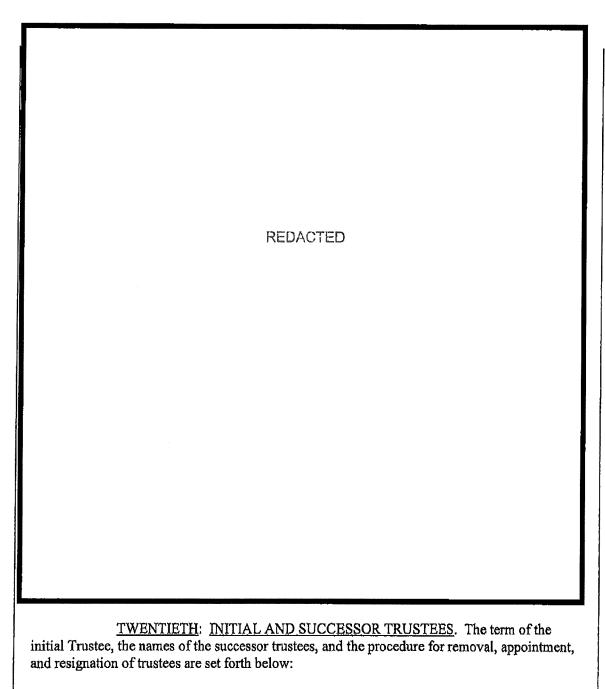
- M. <u>Charges Against Income and Reserves.</u> In the Trustee's discretion, to charge to income all current costs of amortization, obsolescence, depletion and depreciation of any properties of any trust created hereunder and to provide adequate reserves for such amortization, obsolescence, depletion and depreciation.
- N. <u>Distributions in Kind.</u> In any case in which the Trustee is required to divide the principal of the estate of any trust created hereunder into parts or shares, or to distribute the same, the Trustee is authorized and empowered, in the Trustee's sole discretion, to make division or distribution in kind, or partly in kind and partly in money, or by granting, transferring or assigning undivided interests. For the purpose of such division or distribution of the property or security, the judgment of the Trustee concerning valuation shall be binding and conclusive on all interested parties. In the event the Trustee shall determine to distribute to any beneficiary an undivided interest or share in any of said trust property, then such beneficiary shall not have the right, without the Trustee's written consent, to partition, until the termination of any Trust created hereunder for the benefit of said beneficiary.
- O. <u>No Bond Required.</u> The Trustee shall not be required to give bond unless a court of competent jurisdiction, in its discretion, upon the application of an interested party, requires a bond to be given.
- P. <u>Trustee Discretions</u>. Unless specifically limited, all discretions conferred upon the Trustee shall be absolute, and their exercise conclusive on all interested persons. The enumeration of certain powers of the Trustee shall not limit the Trustee's general or implied powers, and the Trustee, subject always to the discharge of the Trustee's fiduciary obligations, is vested with and shall have all rights, powers and privileges which an absolute owner of the same property would have.
- Q. Occupancy of Personal Residence By Surviving Spouse. If the home occupied by Frank as a principal residence is held by the Trustee herein, then the Trustee is authorized and directed to allow Frank's spouse to use and occupy such home as a residence without payment of rent therefor during said spouse's lifetime for so long as said spouse continues to so occupy such home and, during such occupancy, the Trustee may, with the consent of Frank's said spouse, pay from the income or principal of the trust estate, in the Trustee's discretion, any taxes, assessments, fire and casualty insurance premiums, maintenance costs, ordinary repairs and replacements and reasonable improvements for such home. Upon the written request of Frank's spouse during his or her lifetime following Frank's death, the Trustee may sell such home, and upon the written request of said spouse during his or her lifetime after Frank's death, the proceeds of such sale may be used by the Trustee to purchase, acquire or build a substitute residence, taking title in the name of the Trustee and allowing Frank's spouse to occupy such residence on the terms previously set out in this paragraph. If Frank's said spouse

does not request acquisition of a substitute residence, the Trustee shall invest the proceeds of any such sale and shall administer and distribute the income and principal of such funds in accordance with the terms of this Trust Agreement, exclusive of this paragraph.

- R. Loans or Advancements to Frank's Estate. To make loans or advancements to Frank's estate and to the estate of Frank's spouse, upon such terms and conditions as the Trustee deems appropriate.
- S. <u>Consolidation of Trusts.</u> In the event that there shall be another trust in existence created by Frank or Frank's spouse under which the Trustee hereof shall be the then acting trustee, the terms of which are substantially similar to the terms hereof, and the beneficiaries of which are the same as the beneficiaries hereof, the Trustee shall be authorized and empowered, in the Trustee's sole discretion, to consolidate any trust created hereunder with such other trust and to administer said trusts as one, unless such consolidation shall be contrary to law or inconsistent with the terms of any instrument supplemental hereto.

ELEVENTH: LIMITATION OF TRUST POWERS. Administrative control and all other powers relating to any trust created hereunder shall be exercised by the Trustee in a fiduciary capacity and solely for the benefit of the beneficiaries thereof. No one shall be permitted to purchase, exchange, reacquire or otherwise deal with or dispose of the principal of any trust created hereunder or the income therefrom for less than an adequate and full consideration in money or money's worth, nor shall any person borrow the principal or income of the estate of any trust created hereunder, directly or indirectly, without adequate interest or without adequate security therefor.

TWELFTH: REVOCATION, MODIFICATION, ALTERATION AND AMENDMENT. Any and all trusts created hereunder are hereby declared to be revocable and may at any time be modified, altered or amended; provided, however, such power to revoke, modify, alter or amend is exercisable solely by Frank, prior to Frank's death, by a writing duly acknowledged with the same formalities as are required for the valid execution and acknowledgment of deeds transferring real property, which writing shall then be effective to bring about such revocation, modification, alteration or amendment when delivered to the Trustee. In the event that Frank is incapacitated, or Frank is otherwise unable to manage Frank's property and affairs effectively for reasons including, but not limited to, mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, detention by a foreign power or disappearance, the trust shall continue to be revocable; provided, however, that upon such incapacity or other inability to effectively manage property and affairs, the power to revoke, alter or amend shall be suspended. Upon the death of Frank, all trusts created hereunder shall be administered according to their terms and shall be irrevocable and not capable of modification, alteration or amendment by any person. Frank, prior to Frank's death, shall have the further power, by a writing as above described, to relinquish any and all such powers and interests held, retained or acquired in any trust created hereunder by Frank.



A. <u>Term of Initial Trustee</u>. The initial Trustee named herein shall serve as Trustee of all trusts created hereunder until said Trustee dies, resigns, is disqualified, or is incapacitated. For purposes of this paragraph TWENTIETH, the term "incapacitated" shall mean that, in the opinion and sole discretion of the Trustee's personal physician, or if the Trustee has no personal physician, then in the sole discretion and unanimous decision of two (2) physicians selected by BELINDA B.

VANDERSLOOT, the initial Trustee is unable to effectively exercise his rights

hereunder for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age or other related condition.

B. <u>Successor Trustees</u>. The following successor trustees shall be appointed of the trusts created hereunder upon the happening of the following events:

1. <u>Incapacity, Resignation or Disqualification of Initial</u>
<u>Trustee.</u> Upon the resignation, incapacity or disqualification of the initial Trustee named herein, JAMES R. DALTON, MICHAEL D. BATT, and KENT J. OKESON, jointly or the survivor, shall serve as successor Co-Trustees of all trusts created hereunder.

REDACTED

| | REDACTED | |
|--|----------|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| IN WITNESS WHEREOF, Frank L. VanderSloot, as both Settlor and Trustee, | | |
| has hereunto set his hand the day and year first above written. | | |

SETTLOR:

| TRUSTEE: | Frank L. VanderSloot |
|--|---|
| STATE OF IDAHO) : ss. | |
| COUNTY OF BONNEVILLE) | |
| On the 2/5 day of 100 VANDERSLOOT, the signer of the foregoin a notary public in and for said State, and ack | ng trust instrument, personally appeared before me, |
| THE TANK OF THE PARTY OF THE PA | NOTARY PUBLIC |