

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref.: _____
Mail tax notice to _____ Address _____

WARRANTY DEED

JEFF R. SODER, grantor
of Park City, County of _____, State of Utah, hereby
CONVEY and WARRANT to CARL V. TIMM, Trustee or his Successors in
trust, under The Carl V. Timm Family Living Trust, dated June 10,
1996

of 1983 View Street, Salt Lake City, Utah 84105, grantee
TEN AND NO/100----- DOLLARS, for the sum of
and other good and valuable considerations
the following described tract of land in Sanpete County,
State of Utah:

SEE EXHIBIT "A"

CENTRAL UTAH TITLE
ORDER NO. 9151

00046287 Bk00384 Pg00855-00856
REED D HATCH-SANPETE COUNTY RECORDER
1996 SEP 04 10:49 AM FEE \$13.00 BY KEH
REQUEST: CENTRAL UTAH TITLE
9-16-96

WITNESS, the hand of said grantor, this 30th day of
August, A. D. 1996

Signed in the Presence of

Jeff R. Soder
JEFF R. SODER

Mark K Anderson

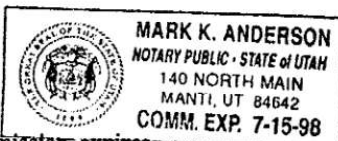
STATE OF UTAH,

County of Sanpete

} ss.

On the 30th day of August, A. D. 19 96
personally appeared before me JEFF R. SODER

the signer of the within instrument, who duly acknowledged to me that he executed the same.



Mark K Anderson
Notary Public.
Manti, Utah

My commission expires _____

Residing in _____

Exhibit "A"

27 34X3

Commencing at a point located North 5880.52 feet and West 1599.65 feet from the West quarter corner of Section 15, Township 16 South, Range 4 East, Salt Lake Base and Meridian, said point also being located North 2395.36 feet, West 1587.82 feet and North 1 deg 35'58" East 775.70 feet from the Southeast corner of Section 9, Township 16 South, Range 4 East, Salt Lake Base and Meridian; thence West 1103.81 feet, thence North 1 deg 26'16" West along the County Road fence 474.22 feet, thence North 1 deg 02'11" West along the County Road fence 298.92 feet, thence North 89 deg 43'54" East along a fence line 801.51 feet, thence South 89 deg 54'01" East along a fence line 176.99 feet, thence South 89 deg 54'39" East along a fence line 163.83 feet, thence South 1 deg 53'58" West 776.42 feet to the point of beginning. Being in Section 9, Township 16 South, Range 4 East, Salt Lake Base and Meridian.

EXCEPTING THEREFROM that part, if any, lying within the North half of the Northeast quarter or the West half of Section 9, Township 16 South, Range 4 East, Salt Lake Base and Meridian.

EXCEPTING all minerals in or under said land including, but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights, and easements rights or other matters relating thereto, whether expressed or implied.

The property conveyed herein is subject to a Preservation Easement which controls the ability of any owner or other possessor of the Property to alter its historic character. This easement is recorded August 25, 1992 as Entry No. 20344 in Book 330 at Pages 539-544 in the office of the Sanpete County Recorder, State of Utah.

TOGETHER WITH 10 shares of Horseshoe Irrigation Co. water stock.

By accepting this conveyance, grantee(s) covenant(s) and agree(s) to pay any rollback tax imposed on the within property under the Farmland Assessment Act (Greenbelt, title 59, chapter 2, part 5 of Utah Code) because of (1) this conveyance or (2) grantee(s) change of use of the property or (3) grantee's omission to promptly apply for continuation of Greenbelt assessment. This conveyance is subject to the lien of any rollback tax imposed on or after the date hereof.

RECORDING REQUESTED BY:)
PEARSON BUTLER)
)
SEND TAX NOTICE TO:)
Benjamin I. Timm and John H. Michie)
6073 Intrigue Drive)
Herriman, UT 84096)

AFFIDAVIT OF SUCCESSOR TRUSTEE

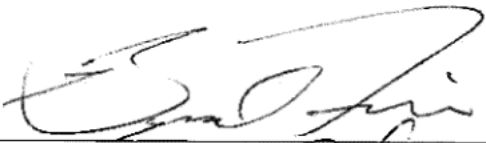
STATE OF UTAH)
) :ss
COUNTY OF SALT LAKE)

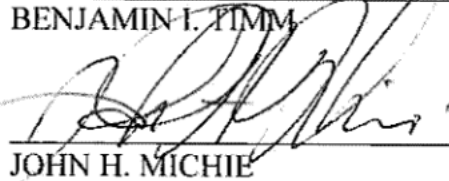
We, Benjamin I. Timm and John H. Michie, being of legal age and being duly sworn, state as follows:

1. We are the acting Trustees under The Carl V. Timm Family Living Trust dated June 10, 1996, ("Trust"). We are presently eligible to act as Trustees of the Trust due to the death Carl V. Timm.
2. Carl V. Timm is personally known to us. He is Benjamin I. Timm's biological father. He is John H. Michie's step-father. He was also known to us as Carl Vernon Timm. Carl Vernon Timm is the same Carl V. Timm as named in the attached Utah Certificate of Death, State File Number 2021006714, incorporated herein and made a part hereof. (Attached as "Exhibit "A").
4. This Affidavit is consistent with the Successor Trustees provisions contained in the Trust. A true and genuine copy of the sections of the Trust pertaining to Trustee Succession are attached hereto as Exhibit "B".
5. In our positions of Successor Trustees of the Trust, we have the powers set forth in the Powers of Trustees provisions contained in the Trust, a true and genuine copy of which is attached hereto as Exhibit "C", which includes the powers provided under Utah Code Anno. § 75-7-801, *et seq.*
6. Carl v. Timm, Trustee or his Successors in trust, under The Carl V. Timm Family Living Trust dated June 10, 1996, are the Grantees in that particular Warranty Deed dated August 30th, 1996 and recorded on September 4th 1996, as Entry Number 00046287 at Book Number 384, Page 855-856 in the office of the Recorder for Sanpete County, State of Utah, conveying the property described in Exhibit "D", attached hereto, which property is more particularly described in Exhibit "E".
7. We, Benjamin I. Timm and John H. Michie, are the Successors in Trust and hereby request that title to the property, upon recording of this document, be transferred to and be titled in the

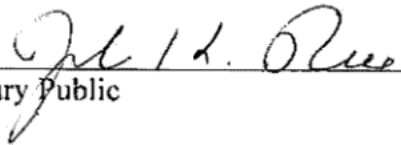
name of Benjamin I. Timm and John H. Michie, Successor Trustees of The Carl V. Timm Family Living Trust dated June 10, 1996.

Dated: April 2, 2022.


BENJAMIN I. TIMM


JOHN H. MICHIE

Subscribed to and sworn before me this 2nd day of April, 2022, by Benjamin I. Timm and John H. Michie, Successor Trustees of The Carl V. Timm Family Living Trust dated June 10, 1996.


Notary Public

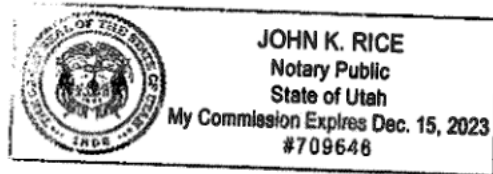


EXHIBIT A

STATE OF UTAH
CERTIFICATION OF VITAL RECORD

CERTIFICATE OF DEATH

State File Number: 2021006714

Carl Vernon Timm

DECEDENT INFORMATION

Date of Death:	April 20, 2021	Time of Death:	01:35
City of Death:	Provo	County of Death:	Utah
Age:	78	Date of Birth:	October 19, 1942
Place of Birth:	Newark, New Jersey	Sex:	Male
Armed Services:	No	Marital Status:	Married
Spouse's Name:	Norma Jean Haselman	Usual Occupation:	Antique Furniture Restoration
Industry/Business:	Own Business	Education:	Some College but No Degree
Residence:	Spring City, Utah	Father's Name:	Karl Timm
Mother's Name:	Helena Otten	Facility Type:	Hospital Inpatient
Facility or Address:	Utah Valley Regional Medical Center		

INFORMANT INFORMATION

Name:	Norma Jean Timm	Relationship:	Spouse
Mailing Address:	P.O. Box 452, Spring City, Utah 84662		

DISPOSITION INFORMATION

Method of Disposition:	Cremation
Place of Disposition:	Walker Sanderson Funeral Home, Provo, Utah
Date of Disposition:	April 21, 2021

FUNERAL HOME INFORMATION

Funeral Home:	Walker Sanderson Funeral Home-Orem
Address:	646 East 800 North, , Orem, Utah 84097
Funeral Director:	Wade Walker

MEDICAL CERTIFICATION

Certifying Physician: Matthew Sperry MD, Utah Valley Pulmonary, 1055 North 300 West Suite 501, Provo, Utah 84604

CAUSE OF DEATH

Acute Embolic Stroke
Due to (or as a consequence of): Acute Stroke of the Left Vertebral and Basilar Artery
Due to (or as a consequence of): Worsening Severe Cerebral Edema and Expansion of Stroke
Due to (or as a consequence of): Acute Stroke
Tobacco Use: Unknown
Medical Examiner Contacted: Yes Autopsy Performed: No Manner of Death: Natural

Date Registered: April 21, 2021
Date Issued: April 21, 2021

This is an exact reproduction of the facts registered in the Utah State Office of Vital Records and Statistics.
Security features of this official document include: High Resolution Border, V & R images in top cycloids, and microtext.
This document displays the date, seal, and signature of the Utah State Registrar of Vital Records and Statistics.



Linda S. Winger
Linda S. Winger LCSW
State Registrar
Rev. 4/19



066582990

Ralph Clegg
Ralph Clegg, EHS, MPA
Executive Director
Utah County Health
Department



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

STATE OF UTAH - DEPARTMENT OF HEALTH - OFFICE OF VITAL RECORDS AND STATISTICS

AFFIDAVIT TO AMEND A RECORD

Corrections to a vital record may be made by affidavit but an item on a birth record may be corrected by affidavit only once. A court order is required for gender or subsequent changes. This form is not used with a court order. A court order is necessary to make any corrections to a Delayed Birth Certificate or Death Certificate. This affidavit cannot be used to correct medical information. Many changes, including marital status, require more information; please visit our website or contact our office. Please return any copies of the certificate with this completed affidavit and all supporting documentation. If corrected certificates are reissued within 90 days of issuance, the new certificate fee will be waived but affidavit fees may still apply. This affidavit may be mailed with the correct fees and proof of ID.

Mailing Address: Office of Vital Records and Statistics PO Box 141012 Salt Lake City, UT 84114-1012
Physical Address: Office of Vital Records and Statistics 288 North 1460 West Salt Lake City, UT 84116
Contact Info: <https://VitalRecords.utah.gov> 801-538-6105 vrequest@utah.gov



Affidavit Instructions: Please print or type. Items 1-6: Enter the facts as reported on the current vital record. Item 7: Enter the item number from items 1-6 that will be changed, if applicable. Item 8a: Enter the information as stated on the original record. Item 8b: Enter the correct information as it should be stated. Item 9: Enter the reason the change is necessary. Item 10: Enter the proofs used to support the change. The proofs must match the asserted fact(s) exactly. Proofs must be submitted with the affidavit. Items 11-22: Enter witness information.

Witnesses for Birth Certificate: If the person listed on the record is under 18 years of age, both parents of record **MUST** sign the affidavit. If only one parent is listed, the second witness **MUST** be an immediate family member of the listed parent. If the person listed on the record is 18 years of age or older, he/she **MUST** sign as one of the witnesses. The second witness **MUST** be their immediate family member.

Witnesses for Death Certificate: The informant must sign as a witness along with an immediate member of the decedent's family. If adding a spouse, the spouse must sign as a witness. If no immediate family, a person who is knowledgeable of the facts may sign.

BIRTH
 DEATH
 STILLBIRTH
 STATE FILE NUMBER: _____

INFORMATION AS REPORTED ON RECORD	1a. FIRST NAME		1b. MIDDLE NAME		1c. LAST NAME	
	2. SEX	3. DATE OF EVENT		4. PLACE OF OCCURRENCE (City and County)		
	5. NAME OF PARENT 1 (Maiden name if applicable)			6. NAME OF PARENT 2 (Maiden name if applicable)		
STATEMENT OF AMENDMENTS	7. ITEM NO.	8a. FACTS EXACTLY AS ON ORIGINAL RECORD		8b. CORRECT INFORMATION		
WHY IS CHANGE NEEDED?	9. _____					
DOCUMENTS USED	10. _____					
OATH OF FIRST WITNESS (MUST BE 18 OR OLDER)	I hereby certify under penalty of perjury that I have personal knowledge of the above facts and that the information given is true and correct.					Subscribed to and Sworn to before me this ____ day of ____ 20__
	11a. SIGNATURE OF WITNESS (Must sign in front of Notary)			11b. PRINTED NAME OF WITNESS		STATE _____ COUNTY _____
	12. DATE SIGNED	13. AGE OF WITNESS	14. DAYTIME TELEPHONE		15. RELATIONSHIP TO 1a	
	16. ADDRESS OF WITNESS					NOTARY SIGNATURE _____
	S E A L					
OATH OF SECOND WITNESS (MUST BE 18 OR OLDER)	I hereby certify under penalty of perjury that I have personal knowledge of the above facts and that the information given is true and correct.					Subscribed to and Sworn to before me this ____ day of ____ 20__
	17a. SIGNATURE OF WITNESS (Must sign in front of Notary)			17b. PRINTED NAME OF WITNESS		STATE _____ COUNTY _____
	18. DATE SIGNED	19. AGE OF WITNESS	20. DAYTIME TELEPHONE		21. RELATIONSHIP TO 1a	
	22. ADDRESS OF WITNESS					NOTARY SIGNATURE _____
	S E A L					

EXHIBIT B

This
FAMILY LIVING TRUST

prepared for

CARL V. TIMM

June 10, 1996

by

WILLIAM L. PRATER

SUITTER AXLAND & HANSON
175 South West Temple, Suite 700
Salt Lake City, Utah 84101-1480
Telephone: (801) 532-7300

ARTICLE IX

TRUSTEE

Section 9.1 No Bond or Other Security

No bond or other security shall be required of the original Trustee or any successor Trustee.

Section 9.2 Court Supervision Not Required

All trusts created under this Agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by my Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

Section 9.3 Utilization of Substitute Trustee

If any Trustee is unwilling or unable to act as to any Trust property, my Trustee shall designate, in writing, an individual, bank trust department or trust company to act as a substitute Trustee with regard to such property.

The property being administered by the substitute Trustee, as well as the income therefrom, shall be distributed or remitted as directed by the delegating Trustee consistent with the terms of this Agreement.

Each substitute Trustee shall exercise all of the fiduciary powers granted by this Agreement unless expressly limited by the delegating Trustee in the instrument appointing such substitute Trustee, or by any provision within this Section.

Section 9.4 Compensation

Except as otherwise provided in this Agreement, my Trustee shall be entitled to receive compensation for services rendered according to the then prevailing rates charged by corporate trustees in the same general geographic area for similar services to trusts of a similar nature and size.

Such compensation may be collected annually by my Trustee and may be paid in a year subsequent to the year in which it is earned. Such compensation shall be shown in my Trustee's annual accounting.

Section 9.5 Liabilities

My Trustee shall be liable for my Trustee's improper exercise of powers and for my Trustee's acts and omissions in accordance with the laws of the State of Utah.

Section 9.6 Trustee Resignation

If I am serving as a Trustee, I may resign at any time by written instrument dated and signed by me.

Any other Trustee may resign at any time by giving 30 days' written notice to me, or, after my death, to all of the then current income beneficiaries of the trusts created pursuant to this Agreement; provided, however, if any then current income beneficiary is then under the age of 18 years, such notice shall be given to the parent, guardian or conservator of such beneficiary.

Section 9.7 Removal of Trustee

My Trustee may be removed without cause by me during my lifetime, or, after my death, by a majority of the then current income beneficiaries of the trusts created pursuant to this Agreement; provided, however, that the vote of any current income beneficiary who is then under the age of 18 years shall be cast by the parent, guardian or conservator (in such order of priority) of such beneficiary.

In addition, upon my death, the then serving Trustee shall be deemed to have been removed and the successor Trustee named in Section 9.8(b) shall be appointed.

Section 9.8 Successor Trustee

Upon the resignation, death, incapacity, bankruptcy, dissolution or removal of any individual or entity named or identified herein as a Trustee under this Agreement, the successor Trustee shall be selected as follows:

(a) Selection by Trustmaker

If I am then living and am not incapacitated, I shall have the right to select the successor Trustee.

(b) After My Death or Incapacity

If I am not then living or if I am then incapacitated, the successor Trustee shall be selected as follows:

(1) During My Incapacity

During any period in which I am incapacitated, my initial Trustee or the then serving successor Trustee shall be replaced by the following incapacity Trustee, in the order listed:

- (A) NORMA JEAN MICHIE-TIMM; or
- (B) BENJAMIN I. TIMM and JOHN H. MICHIE, or the survivor of them.

(2) After My Death

After my death, my initial Trustee or the then serving incapacity Trustee shall be replaced by the following death Trustees:

(A) Marital Trust

If the Marital Trust is created pursuant to Section 6.2(a), the Trustee of the Marital Trust shall be one of the following persons:

NORMA JEAN MICHIE-TIMM,
BENJAMIN I. TIMM and
JOHN H. MICHIE,
or the survivor(s) of them.

(B) Trusts for Other Beneficiaries

After the death of the survivor of myself and my spouse, the Trustee for each trust created

for any beneficiary described in Article VIII shall be the following persons:

BENJAMIN I. TIMM and JOHN H. MICHIE,
or the survivor of them.

(c) Filling Vacancies

If none of the persons named as Trustee(s) for a particular trust under Section 9.8(b) are willing and able to serve, the vacancy shall be filled as follows:

(1) Selection by My Spouse

If my spouse is then living and is not incapacitated, a successor Trustee shall be appointed by my spouse.

(2) Selection by Beneficiaries

If my spouse is not then living or is incapacitated, a successor Trustee shall be selected by majority vote of the then current income beneficiaries of the trusts created pursuant to this Agreement (with the vote of any income beneficiary who is then under the age of 18 years being cast by the parent, guardian or conservator of such beneficiary).

If no successor Trustee is appointed within 30 days of the resignation, death, incapacity, bankruptcy, dissolution or removal of the predecessor Trustee, a Court of competent jurisdiction may appoint a successor corporate Trustee upon the application of any interested party.

Section 9.9 Majority of Trustees to Control

When more than two Trustees are acting, the concurrence and joinder of a majority of my Trustees shall control in all matters pertaining to the administration of any trust created under this Agreement.

If only two Trustees are acting, the concurrence and joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the

records of the Trust; and the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section 9.10 Delegation Among Trustees

When two or more Trustees are acting, any Trustee may delegate to any other Trustee the power to exercise any or all powers granted to my Trustee in this Agreement, including those which are discretionary, if allowed by law.


My delegating Trustee may subsequently revoke any such delegation at will.

The delegation of any such power, as well as the revocation of any such delegation, shall be evidenced by an instrument in writing executed by the delegating Trustee.

So long as any such delegation is in effect, any of the delegated powers may be exercised by the Trustee receiving such delegation with the same force and effect as if the delegating Trustee had personally joined in the exercise of such power.

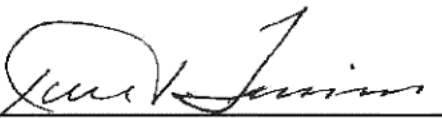
SIGNED on the date first above mentioned.

TRUSTMAKER:



Carl V. Timm

TRUSTEE:



Carl V. Timm

TIMM.TR1

EXHIBIT C

This
FAMILY LIVING TRUST

prepared for

CARL V. TIMM

June 10, 1996

by

WILLIAM L. PRATER

SUITTER AXLAND & HANSON
175 South West Temple, Suite 700
Salt Lake City, Utah 84101-1480
Telephone: (801) 532-7300

ARTICLE X

ADMINISTRATIVE AND INVESTMENT POWERS OF TRUSTEE

Section 10.1 Introduction to Trustee's Powers

Except as otherwise provided in this Agreement, my Trustee shall have both the administrative and investment powers enumerated under this Article X and any other powers granted by law with respect to the various trusts created by this Agreement.

Section 10.2 Powers to be Exercised in the Best Interests of Beneficiaries

My Trustee shall exercise the following administrative and investment powers without the order of any court, as my Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything in this Agreement to the contrary, my Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the Trust property in accordance with the general principles of the law of trusts.

Section 10.3 Administrative and Investment Powers

My Trustee is hereby granted the following administrative and investment powers:

(a) Business Powers

My Trustee may retain and continue any business in which I have or had an interest as a shareholder, partner, member, sole proprietor or as a participant in a joint venture, even though that interest may constitute all or a substantial portion of the Trust property.

My Trustee may directly participate in the conduct of any such business or employ others to do so on behalf of the beneficiaries.

My Trustee may execute partnership agreements, agreements relating to limited liability companies, buy-sell agreements and any amendments to them.

My Trustee may participate in the incorporation of any trust property, any corporate reorganization, merger, consolidation, recapitalization, liquidation, dissolution or any stock redemption or cross purchase buy-sell agreement.

My Trustee may hold the stock of any corporation as Trust property, and may elect or employ directors, officers, employees and agents, and compensate them for their services.

My Trustee may sell or liquidate any business interest that is part of the Trust property.

My Trustee may carry out the provisions of any agreement entered into by me for the sale of any business interest or the stock thereof.

My Trustee may exercise all of the business powers granted in this Agreement regardless of whether my Trustee is personally interested or an involved party with respect to any business enterprise forming a part of the Trust property.

(b) Compensation Powers

My Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this Agreement.

My Trustee shall pay to my Trustee reasonable compensation for its services as fiduciary as provided in this Agreement, and shall reasonably compensate those persons employed by my Trustee, including agents, auditors, accountants and attorneys.

(c) Distribution Powers

My Trustee is specifically authorized to make divisions and distributions of the Trust property either in cash or in kind, or partly in cash and partly in kind, or in any proportion it deems advisable.

My Trustee shall be under no obligation or responsibility to make pro rata divisions and distributions in kind.

My Trustee may allocate specific property to any beneficiary or share although the property may differ in kind from the property allocated to any other beneficiary or share.

The foregoing powers may be exercised regardless of the income tax basis of any of the property.

(d) Farming and Ranching Powers

My Trustee may retain, acquire and continue any farm or ranching operation whether as a sole proprietorship, partnership, limited liability company or corporation.

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

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

My Trustee may purchase or rent machinery, equipment, livestock, poultry, feed and seed, and land (public or private).

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

My Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this Agreement.

(e) Funeral and Burial Expenses

My Trustee may in its sole discretion pay the funeral and burial expenses, expenses of the last illness and valid claims and expenses of a deceased income beneficiary of any trust created under this Agreement.

Funeral and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as my Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes.

The payments shall be paid from the assets of the trust(s) from which the beneficiary was receiving income at the time of death.

(f) Investment Powers in General

My Trustee may invest and reinvest in such classes of stocks, bonds, securities or other property, real or personal, as it shall determine.

My Trustee may invest in investment trusts as well as in common trust funds.

My Trustee may purchase life, annuity, accident, sickness and medical insurance on the behalf of and for the benefit of any trust beneficiary.

(g) Life Insurance Powers

My Trustee shall have the powers with regard to life insurance as set forth in this Section 10.3(g), except as otherwise provided in this Agreement.

My Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on my life, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

My Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

My Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

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

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

My Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

Upon termination of any trust created under this Agreement, my Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

(h) Loan, Borrowing, and Encumbrance Power

My Trustee may loan money to any person, including a beneficiary, with or without interest, on any term or on demand, with or without collateral, as it deems in the best interests of the trust beneficiaries.

My Trustee may borrow money upon such terms and conditions as it shall deem advisable, including in the case of a corporate fiduciary, the power to borrow from its own banking or commercial department.

My Trustee shall have the power to obligate the trust property for the repayment of any sums borrowed where the best interests of the beneficiaries have been taken into consideration.

My Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage, deed of trust, security agreement, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in this Agreement.

(i) Margin and Brokerage Account Powers

My Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales and on margin. My Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by my Trustee with such brokers as securities for loans and advances made to my Trustee.

(j) Mortgage Powers

My Trustee shall have the power to enter into any mortgage, deed of trust or security agreement, whether as a mortgagee or mortgagor, trustor or beneficiary, or assignor or secured party, to purchase mortgages or other security arrangements on the open market and to otherwise buy, sell, or trade in first or subordinate mortgages or other security arrangements.

My Trustee may reduce the interest rate on any mortgage or deed of trust and consent to the modification or release of any guaranty of any mortgage or deed of trust.

My Trustee may continue mortgages, deeds of trust or security agreements upon and after maturity with or without renewal or extension, and may foreclose any mortgage, deed of trust or security agreement. My Trustee may purchase the mortgaged property or acquire it by deed from the mortgagor without foreclosure.

(k) Nominee Powers

My Trustee may hold any trust property in the names of my Trustee, or in the name of a nominee, and may enter into agreements to facilitate holding such property. My Trustee may accomplish such with or without disclosing its fiduciary capacity.

(l) Non-Productive Property

Subject to the right of my spouse to cause the disposition of non-income producing property as expressly provided in this Agreement, my Trustee may hold property which is non-income producing or is otherwise nonproductive if the holding of such property is, in the sole and absolute discretion of my Trustee, in the best interests of the beneficiaries.

(m) Oil, Gas, Coal, and Other Mineral Powers

My Trustee may do all things necessary to maintain in full force and effect any oil, gas, coal, or other mineral interests comprising part of all of the Trust property.

My Trustee may purchase additional oil, gas, coal, and other mineral interests when necessary or desirable to effect a reasonable plan of operation or development with regard to the Trust property.

My Trustee may buy or sell undivided interests in oil, gas, coal, and other mineral interests, and may exchange any of such interests for interests in other properties or for services.

My Trustee may execute oil, gas, coal, and other mineral leases on such terms as my Trustee may deem proper, and may enter into pooling, unitization, repressurization, and other types of agreements relating to the development, operation, and conservation of mineral properties.

Any lease or other agreement may have a duration that my Trustee deems reasonable, even though extending beyond the duration of any trust created in this Agreement.

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

My Trustee may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships,

limited liability companies, joint ventures, co-owners' groups, syndicates, corporations and any other business form, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

My Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any oil, gas, coal or other mineral interest, and may pay the cost of such services from the principal or income of the Trust property.

My Trustee may use the general assets of the trusts created under this Agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interest.

(n) Powers of Attorney

My Trustee may execute, deliver, and grant to any person a revocable or irrevocable power of attorney to transact any and all business on behalf of the various trusts created in this Agreement.

The powers of attorney may grant to the attorney-in-fact all of the rights, powers, and discretion that my Trustee could have exercised.

(o) Powers to Merge Similar Trusts

My Trustee may merge and consolidate any trust created in this Agreement with any other trust created by me, or any other person at any other time, if the other trust contains substantially the same terms for the same beneficiaries, and has at least one Trustee in common with the trust or trusts created in this Agreement.

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

(p) Powers of an Interested Trustee

Notwithstanding the general powers conferred upon my Trustee, or anything to the contrary contained in this Agreement, no individual Trustee (other than me) shall exercise or participate in the exercise of discretion with respect to the distribution of trust income or principal to or for the benefit of such

Trustee (other than me) where that Trustee is a beneficiary of a trust created under this Agreement.

The above paragraph shall apply unless any such distribution is limited by an ascertainable standard relating to the education, health, maintenance, and support of such individual Trustee.

No individual Trustee (other than me) shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such individual is legally obligated to support, as to that support obligation.

(q) Powers of an Insured Trustee

Any individual Trustee under this Agreement, other than me, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the Trust property.

If my Trustee holds any such policy or policies as a part of the Trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designed pursuant to the provisions of the agreement dealing with the appointment of the substitute Trustee.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership with respect to a life insurance policy, the substitution process shall be implemented by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

(r) Power to Commence or Defend Suits

My Trustee shall have the power to commence or defend suits or legal proceedings in connection with any and all investments, securities or properties or business interests at any time received or held by any trust created pursuant to this Agreement and to represent any such trust in all lawsuits and legal proceedings, all costs and attorneys' fees in connection therewith to be charged against such trust.

(s) Real Estate Powers

My Trustee may make leases and grant options to lease real property for any term, even though the term may extend beyond the termination of any trust created under this Agreement.

My Trustee may manage, maintain, improve, repair, raze, and replace any improvements located on real property.

My Trustee may make, grant, release or vacate easements, plats and other interests with respect to real estate; enter into party wall agreements and boundary adjustments, execute estoppel certificates, and develop and subdivide any real estate.

My Trustee may dedicate for public use parks, streets, and alleys or vacate any street or alley; construct, repair, alter, remodel, demolish or abandon improvements.

My Trustee may elect to insure, as it deems advisable, all property and improvements and all actions contemplated by this subsection.

My Trustee may permit any person having an interest in the income of any trust created pursuant to this Agreement to occupy any real property held by that trust upon such terms as my Trustee deems advisable, whether rent-free or in consideration of the payment of taxes, insurance, maintenance and repairs. In such event, my Trustee shall be released from all responsibility to remaindermen for maintenance of value of such property.

My Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the Trust property or the income therefrom.

(t) S Corporation Stock

If at any time a trust created under this Agreement holds stock in an S corporation and such trust is not a qualified Subchapter S trust, my Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other property in such trust.

In addition, my Trustee may divide a trust created under this Agreement into separate trusts for each of the beneficiaries, with each newly created trust holding that beneficiary's pro rata share of the S corporation stock. Each newly created trust shall require mandatory distributions of income received

by the trust. In all other respects the newly created trusts shall be as consistent as possible with the original trusts and shall qualify as Subchapter S trusts.

My Trustee may take any action necessary with regard to an S corporation, including making any elections required to qualify stock as S corporation stock, and may sign all necessary tax returns and forms.

(u) Sale, Lease and Other Dispositive Powers

My Trustee may sell, lease, transfer, exchange, grant options with respect to, or otherwise dispose of the Trust property.

My Trustee may deal with the Trust property at such time or times, for such purposes, for such considerations and upon such terms, credits, and conditions, and for such periods of time, whether ending before or after the term of any trust created under this Agreement, as it deems advisable.

My Trustee may make such contracts, deeds, leases, and any other instruments it deems proper under the immediate circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

(v) Securities Powers

In addition to those other securities powers granted throughout this Article, my Trustee may retain, exercise, or sell rights of conversion or substitution with respect to any securities held as part of the Trust property.

My Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitution.

(w) Settlement Powers

My Trustee may compromise, adjust, arbitrate, alter the terms of, or abandon any claim in favor of or against any trust created under this Agreement, and may take deeds in lieu of foreclosure.

(x) Trust Addition and Retention Powers

My Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from me or any other person.

Upon receipt of any additional property, my Trustee shall administer and distribute the same as part of the Trust property.

My Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the Trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds, or may result in inadequate diversification of the Trust property.

(y) Additional Powers


My Trustee may perform all other acts necessary or appropriate to effectuate the purposes of the trusts created pursuant to this Agreement and to carry out the powers mentioned above.

Section 10.4 Continuation of Powers

The powers and discretions granted to my Trustee by law or by this Agreement shall continue undiminished after the termination of all trusts created pursuant to this Agreement until final distributions have been made, all reports, returns, accountings and other documentation have been filed and accepted, and all applicable statutes of limitation with respect to actions by the Trustee have expired.

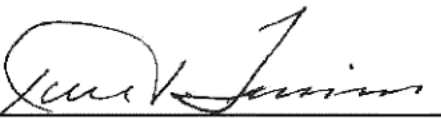
SIGNED on the date first above mentioned.

TRUSTMAKER:



Carl V. Timm

TRUSTEE:



Carl V. Timm

TIMM.TR1

EXHIBIT D