

**THE  
RESTATED  
GORDON L. BELNAP  
REVOCABLE TRUST  
Dated: January 6, 2004**

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GORDON L. BELNAP  
REVOCABLE TRUST**

ARTICLE I

Transfer in Trust

For good and valuable consideration, the Undersigned, Gordon L. Belnap of South Ogden, Weber County, State of Utah, hereby transfers, conveys and delivers to the Trustee and their successors the property listed in Schedule "A" or supplemental schedules annexed hereto and incorporated herein by reference, to have and to hold the same, and any cash, securities, or other property which the Trustee may, pursuant to any of the provisions hereof, at any time hereafter hold or acquire, all of such property being hereinafter referred to collectively as the "Trust Estate" for the uses and purposes and upon the terms and conditions herein set forth.

ARTICLE II

Disposition Before the Death of the Undersigned

Before the death of the Undersigned, the Trustee shall hold, manage, invest, and re-invest the Trust Estate, and shall collect the income thereof and shall dispose of the net income and principal as follows:

A. The Trustee shall pay to the Undersigned all of the net income of this Trust, in monthly or other convenient installments, but at least annually. The Trustee shall pay or apply for

the benefit of the Undersigned, in addition to the income payments herein provided for, such amounts of the principal of the Trust Estate, up to the whole thereof, as the Undersigned directs.

B. In the event the Undersigned becomes incompetent, incapacitated or disabled, the Trustee shall utilize the net income and principal of the Trust for the undersigned's health, medical, dental, hospital, nursing and invalidism expenses.

### ARTICLE III

#### Disposition on Death of the Undersigned

Upon the death of the Undersigned, the property of the Trust, including any other portions added thereto from the estate of the Undersigned or other sources, with the undistributed income shall be held in trust and shall be administered and disposed of as follows:

A. From the income and principal of the Trust, the Trustee shall pay all of the death taxes, legal expenses, any expenses of the last illness and funeral of the Undersigned.

B. The remaining balance of the Trust shall then be distributed as follows: [1] To each of my living grandchildren, \$5,000; [2] The balance of any cash to be equally divided between *Sharon F. Belnap*, *Brian L. Belnap* and *Brent J. Belnap*. No share or provision is made for the Undersigned's deceased son, *Steven Belnap*; and [3] Stock in Eden Holding Corporation to be equally divided between *Brian L. Belnap* and *Brent J. Belnap*.

C. In the event a named beneficiary predeceases the Undersigned or dies prior to full distribution of his share, the Trustees shall divide the deceased beneficiary's share into as many equal parts as may be necessary to provide one part, or share, for each of the deceased beneficiary's children. As divided, each said share or part shall be held as a separate trust for the benefit of the

person or persons for whom it was set aside and shall be held, administered, and distributed as follows:

1. The Trustees may use and expend or apply so much or all of first, the income, and second, the principal of the trust hereby created for the benefit of a beneficiary hereof, and said amounts shall be used as the Trustees determine necessary or advisable and in such reasonable manner as the Trustees see fit, to provide for the health, reasonable comfort, education, support, and maintenance of the beneficiary for whom such trust shall have been created. Provided, however, that in determining said amounts the Trustees shall first take into account the needs, assets, and other available sources of income and support of a beneficiary thereof. Provided, further, however, the said powers of encroachments upon a beneficiary's share shall be limited to the respective shares held for the respective beneficiary.

2. As and when a beneficiary shall attain the age of eighteen (18) years, the Trustee shall distribute to said respective beneficiary an amount equal to that necessary to attain a higher education, vocational training or for use in fulfilling a mission for The Church of Jesus Christ of Latter Day Saints. Upon the respective beneficiary attaining the age of twenty-five (25) years, the Trustees shall distribute to said respective beneficiary the balance of the share created from the Trust Estate for him or her, free and clear of trust.

3. In the event a beneficiary is for any reason unable or unwilling to take any portion of his share of the Trust Estate pursuant to the above paragraphs of this Article, then such portion shall be distributed to his or her living descendants equally they taking, per stirpes. If there be no such descendant, then such funds shall be divided equally between such beneficiary's then-living brothers and sisters, and if there be no brother or sister then living, then such funds shall be

divided equally between the descendants of such beneficiary's brothers and sisters, said descendants they taking, per stirpes, and if there be no descendants of such beneficiary's brothers or sisters then living, then the Trustees portion of the property of that beneficiary to the other portions of the other living beneficiaries, and if there are no other living beneficiaries, then: One-half to the living heirs at law of the last of the Undersigned to die; provided, further, that said heirs at law of each of the Undersigned shall take the Trust property in the same priority and in the same distributive order as listed in the Utah law of intestate succession, as in force on the date of the signing of this Trust Agreement; provided, further, if one of the Undersigned has no living heirs at law, then his or her one-half share shall pass to the living heirs at law of the other Undersigned. Notwithstanding anything contained to the contrary in this paragraph, if, under the provisions of this Article, any person under age of twenty-five (25) shall become entitled to a share of the Trust Estate, such share shall not be distributed to such beneficiary, but shall be retained in trust for said beneficiary's benefit, and shall be held, administered, and disposed of according to the above.

4. If under the terms of this Article, upon the death of any beneficiary, any other person for whom a share or portion is being held in trust shall become entitled to an additional share or portion, such additional share or portion shall not be delivered free of trust, but shall be added to the principal of the share or portion held in trust for such person and shall go as and with the same.

D. At the death of the Undersigned, the Trustees shall distribute all of the Undersigned's personal effects, including any contents of the Undersigned's residence, to the persons named in one or more Gift of Memorandum, dated and signed by the Undersigned and located among the Undersigned's important papers at the time of his death. In the event that the Undersigned has

inadvertently named two or more persons to take a particular item, then the most recently-dated Gift of Memorandum shall prevail.

E. In the event the value of the Trust Estate assets reach a level where, in the sole judgment of the Trustee, the cost of administering such assets becomes uneconomical or where it is determined that it would best serve the beneficiaries for the Trust Estate to be liquidated, the Trustee shall have full authority to liquidate the assets and make the disbursements as set forth herein.

F. If any person, be he or she an heir, devisee, beneficiary, or their successors in interest, or any other person who, if I died intestate, would or may be entitled to any part of my Estate, shall either directly or indirectly, singly or in conjunction with other persons, seek to set aside this Trust or attack, oppose, or seek to set aside this Trust, or to impair, invalidate, or set aside its provisions, or shall consent to, acquiesce in, or fail to contest such proceeding, then in any or all of the above-mentioned instances and events, I hereby give, bequeath or distribute to such person or persons, the sum of \$1.00 and no more, in lieu of any other share or interest in my Trust Estate.

G. I have in mind all persons who are natural objects of my bounty. Except as expressly provided in this Trust, I have intentionally omitted to provide for any person claiming to be an heir of mine.

H. Whenever, used herein, the terms "issue", "child", "children", and "descendants": include adopted issue, adopted child, adopted children and adopted descendants, as well as natural issue, natural child, natural children, and natural descendants, and include descendants of adopted issue, adopted child, adopted children, and adopted descendants. Provided, however, adopted issue who are also natural issue shall take their share of the Trust Estate only in one capacity, such capacity

being the one which grants to such issue the larger share. Where applicable, the masculine includes the feminine, and vice versa, and the neuter includes the masculine or feminine, and vice versa. Where applicable, the singular includes the plural and vice versa.

#### ARTICLE IV

##### Invalid Provisions

If any of the provisions of the Trust are held to be invalid, none of the other provisions shall thereby be rendered invalid or inoperative as long as the remaining Trust Agreement does not frustrate the intent of the Undersigned, but tends to accomplish his over-all objectives.

#### ARTICLE V

##### Trustees

A. The following people will act as Trustees in the following order of succession:

FIRST: The Undersigned, Gordon L. Belnap.

SECOND: Upon the death of the Undersigned, Kenlon W. Reeve.

THIRD: Upon the death or inability to act of Kenlon W. Reeve, a Trustee selected by Kenlon W. Reeve. If such selection is not made, then a Trustee chosen by a majority of the beneficiaries; provided, however, that the issue of any deceased child shall have collectively only one vote and shall not be either Brian L. Belnap or Brent J. Belnap or their spouses.

B. Before the death of the Undersigned, the Undersigned may act independently of Kenlon W. Reeve in distributing the net income and principal of the Trust.

C. No Trustee named above need give bond in any jurisdiction. If a fiduciary's bond may not be dispensed with, the Undersigned requests that the bond be accepted without surety and in the lowest possible amount. In the absence of breach of trust, no Trustee shall ever be required to qualify before, be appointed by, or account to any court, or obtain the order or approval of any court in the exercise of any power or discretion herein given.

D. The Trustee, Kenlon W. Reeve, shall be compensated at a minimum rate of \$2,500 per month, to be allocated equally among all trusts created hereunder, plus an additional hourly rate charge, which is normally charged by an attorney in the community performing the same or similar services at the time the services are performed, or that a Bank Trust Department normally charges, whichever is greater. In the event the Trust is liquidated prior to final distribution, Trustee shall be compensated at the rate of ten percent (10%) of the total value of the Trust Estate, which includes the value of all trusts created hereunder. Trustee shall be entitled to additional compensation for services performed for any corporation which is a Trust asset.

## ARTICLE VI

### Powers of the Trustee

A. The Trustee shall have full power to do everything in administering this Trust that they deem to be for the best interests of the beneficiaries (whether or not it be authorized or appropriate for fiduciaries but for this broad grant of authority), including power:

1. To acquire by purchase or otherwise, and to retain so long as they deem advisable, any kind of realty or personal property, or undivided interests therein, including common and preferred stocks, bonds, or other unsecured obligations, options, warrants, interests in investment trusts and discretionary common trust funds, all without diversification as to kind or amount, without being limited to investments authorized by law for the investment of trust funds, and power to hold or take title to property in the name of a nominee.



2. To sell for cash or on credit, at private or public sale, exchange, hypothecate, sell short, or otherwise dispose of real or personal property.

3. To make distributions to themselves as Trustee, in kind or in money or partly in each, even if shares be composed differently; for such purposes, the valuation of the Trustee shall be given effect if reasonably made.

4. If, in the Trustee's discretion, any beneficiary (whether a minor or of legal age) is incapable of making proper disposition of any sum of income or principal that is payable or appointed to said beneficiary under the terms of this Trust Agreement, the Trustee may apply said sum to or on behalf of the beneficiary by any one or more of the following methods: by payments on behalf of the beneficiary to anyone with whom the beneficiary resides, or by payments in discharge of the beneficiary's bills or debts, including bills for premiums on any insurance policies, or by paying an allowance to a beneficiary directly. The foregoing payments shall be made without regard to other resources of the beneficiary, or the duty of any person to support the beneficiary and without the intervention of any guardian or like fiduciary; provided, however, that the Trustee shall insure and see to the application of the funds for the benefit of the beneficiary, so that the funds will not be used by any adult person, or any other person for a purpose other than the direct benefit of the beneficiary, and particularly so that said funds will not be diverted from the purpose of support and education of said beneficiary.

5. To determine whether and to what extent receipts should be deemed income or principal, whether or to what extent expenditures should be charged against principal or income, and what other adjustments should be made between principal and income, provided such adjustments do not conflict with well-settled rules for the determination of principal and income questions.

6. To delegate powers to agents including accountants, investment counsel, appraiser, legal counsel, and other experts, remunerate them and pay their expenses; to employ custodians of the Trust assets, bookkeepers, clerks, and other assistants and pay them out of income or principal.

7. To renew, assign, alter, extend, compromise, release, with or without consideration, or submit to arbitration or litigation, obligations or claims held by or asserted against the Undersigned, the Trustee, or the Trust Assets.

8. To Borrow money, from others or from the Trustee for the payment of taxes, debts, or expenses, or for any other purpose which, in the opinion of the Trustee, will facilitate the administration of these trusts, and pledge or mortgage property as security for any such loans; and, if money is borrowed from any Trustee, individually, to pay interest thereon at the then prevailing rate of interest.

9. To lease, or grant options to lease, for periods to begin presently or in the future, without regard to statutory restrictions or the probable duration of any trust; to erect or alter buildings or otherwise improve and manage property; demolish buildings; make ordinary and extraordinary repairs; grant easements and charges; make partywall contracts; dedicate roads, subdivide; adjust boundary lines; partition and convey property or give money for equity of partition; to be either a general or limited partner.

10. To enter into transactions with any other trust in which the Undersigned or the beneficiaries of this Trust Agreement, or any of them, have beneficial interests, even though any Trustee of such other trust is also a Trustee under this Trust Agreement.

11. To exercise all the foregoing powers alone or in conjunction with others, even though any of the Trustee are personally interested in the property that is involved, notwithstanding any rules of law relating to divided loyalty or self-dealing.

12. The Trustee may engage in the practice of writing options on all recognized exchanges and buy and sell securities (including "short" sales) of every nature, limited partnerships, commodities, on margin or otherwise.

13. The Trustee may develop any property owned by the Trust and build additional buildings, purchase additional property, demolish existing structures and build and sell on contract.

14. So long as the Trust has an interest in Eden Holding Corporation, the Trustee has the right to manage the corporation, sell the corporation, develop the corporate assets, hire or fire corporate personnel, or sell the corporate stock or assets of such corporations.

B. Any Trustee may decline to act or may resign as Trustee at any time by delivering a written resignation to the beneficiaries of this Trust then subsisting.

C. From the income of the Trust hereby created or, if that be insufficient, from the principal thereof, the Trustee shall pay and discharge all expenses incurred in the administration of the Trust.

D. No successor Trustee shall be liable for any misfeasance of any prior Trustee.

## ARTICLE VII

### Additions to Trust

It is understood that the Undersigned, or any other person may grant and the Trustee may receive as part of this Trust, additional real and personal property, by assignment, transfer, deed, or other conveyance, or by any other means, testamentary or inter vivos, for inclusion in this Trust. Any such property so received by the Trustee shall become a part of this Trust and shall become subject to the terms of this Agreement.

## ARTICLE VIII

### Delegation of Authority

During physical or mental incapacitation, the Undersigned herein appoints Kenlon W. Reeve to succeed to his place during said period of incapacitation, in any legal capacity, whether appointed, orally or in writing, and to supervise all matters in which the Undersigned had the right to act if he had not become incapacitated. Incapacitation shall be established either by a court of competent jurisdiction or by a written statement filed with the Trustee and signed in good faith by two (2) physicians unrelated to either the Undersigned or the beneficiaries.

## ARTICLE IX

### Parties Dealing with Trustee

No purchaser, and no issuer of any stock, bond, or other instrument evidencing a deposit of money or property, or other person dealing with the Trustee hereunder with respect to any property hereunder as purchaser, lessee, party to a contract or lease, or in any other capacity whatsoever, shall

be under any obligation whatsoever to see to the disbursing of money paid to the Trustee or to the due execution of this Trust, in any particular, but such persons shall be absolutely free in dealing with the Trustee on the same basis as though the Trustee was the absolute owner of the said property, without any conditions, restrictions, or qualifications whatsoever.

## ARTICLE X

### Revocation and Amendment

A. As long the Undersigned is alive and competent, he reserves the right, without the consent or approval of the other Trustee, to amend, modify, revoke, or remove from this Trust any and all property that he has contributed, in whole or in part, including the principal, and the present or past undisbursed income from such principal.

B. While the Undersigned is alive and competent, he shall have full authority, in his discretion, to sell, convey, or mortgage property in his own name, without disclosing his capacity as Trustee of this Trust Agreement; any such sale or conveyance of property in accordance with this provision, shall be considered as, and shall cause, a partial revocation of the Trust with respect to the property so conveyed or sold, and shall be sufficient to remove said property from the Trust.

## ARTICLE XI

### Vested Interest of Beneficiaries

The interest of the beneficiaries is a present vested interest which shall continue until this Trust is revoked or terminated, other than by death.

ARTICLE XII

Governing Law

This Agreement shall be construed and regulated by the laws of the State of Utah.

ARTICLE XIII

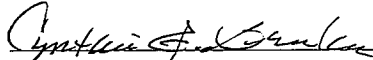
This Trust Agreement has been prepared in duplicate, each copy of which has been executed as an original. One of these executed copies is in the possession of the Undersigned, and the other is deposited for safekeeping with the Undersigned's Attorney, KENLON W. REEVE. Either copy may be used as the original without the other. If only one copy of this Trust Agreement can be found, then it shall be considered as the original, and the missing copy will be presumed inadvertently lost. Any clarifications or instructions concerning this Trust Agreement may be obtained by calling the above-mentioned attorney, who is requested to do everything necessary to implement the provisions of this Trust.

IN WITNESS WHEREOF, the Undersigned, has executed the foregoing Trust Agreement, dated this 16 day of October 2017.

  
GORDON L. BELNAP

STATE OF UTAH                    )  
  : ss.  
COUNTY OF WEBER            )

On this 16<sup>TH</sup> day of October 2017, personally appeared Gordon L. Belnap, personally known to me to be the person whose name is subscribed to on this instrument or who proved to me his identity on the basis of satisfactory evidence to be the person whose name is subscribed to on this instrument and acknowledged that he executed the same.

  
\_\_\_\_\_  
Notary Public

My Commission Number:  
My Commission Expires:

