

Last Will and Testament of Gordon Leslie Belnap

I, Gordon Leslie Belnap, a resident of Weber County, Utah, revoke any prior wills and codicils made by me and declare this to be my Last Will and Testament (“my Will”). I express my love to all members of my family. I desire that anything they may receive from my estate shall be appreciated. This will reflects the assets of Eden Holding Corporation having been sold and proceeds from said sale having been distributed to me previously.

Article One Family Information

I am married to Sharon F. Belnap. Any reference in my Will to my wife is to Sharon F. Belnap.

I have three children. They are:

Steven A Belnap, deceased;

Brian L. Belnap; and

Brent J. Belnap.

All references to my children in my Will are to these children.

References to my descendants are to my children and their descendants, including descendants of any deceased child.

However, for the purposes of my Will, Steven A Belnap and any claiming to be his descendants will be deemed to have predeceased me.

Article Two

Specific and General Gifts

Section 2.01 Specific Distribution to Sharon F. Belnap

As soon as practicable after my death, I give and bequeath the following property to my wife, Sharon F. Belnap (I have endeavored to place this property into joint tenancy with rights of survivorship with Sharon F. Belnap or otherwise left to her as a designated contract beneficiary, but in the event any interest therein is found to be an asset of my probate estate, it shall be distributed under this paragraph):

1. Residential real property at 1393 E 5500 S, South Ogden, Weber County, Utah;
2. Residential real property at 160 Stanley Cove, Mesquite, Clark County, Utah;
3. All household furnishings, appliances, tools for upkeep, dishes which are located at either of the properties devised above, except to the extent that specific items are devised to others as set forth herein or in a list incorporated by reference herein;
4. The proceeds of Beneficial Life Insurance policy BL0946283.

If Sharon F. Belnap is deceased, my Personal Representative shall distribute this property to Sharon F. Belnap's descendants, per stirpes.

Property passing under this Section passes subject to all liens, security interests, and other encumbrances.

Property passing under this Section passes free of any administrative expenses.

Section 2.02 Specific Distributions to Brian L. Belnap

As soon as practicable after my death, even if my wife survives me, I give and bequeath to Brian L. Belnap as follows:

1. I forgive any balance due on the promissory note from Evergreen Solutions dated about September 2, 2016.
2. I forgive any balance due on the promissory note from Evergreen Solutions dated about May 9, 2019.
3. I give and bequeath to Brian an undivided one-half interest in the \$800,000 promissory note from Evergreen Solutions to Gordon L. Belnap dated about September 29, 2020, when it becomes due by its terms (fifteen years following September 29, 2020), except that interest thereon received following my death shall be administered through the G Belnap Grandkids account as a trust for my grandchildren as set forth herein, to Brian L. Belnap.

4. The Lot at Tres Piedras Estate Unit 6 Block 58 Kit 8 Taos New Mexico.

If Brian L. Belnap is deceased, my Personal Representative shall distribute this property to Brian L. Belnap's descendants, per stirpes.

Property passing under this Section passes free of any administrative expenses.

Section 2.03 Specific Distribution to Brent J. Belnap

As soon as practicable after my death, even if my wife survives me, I give and bequeath an undivided one-half interest in the \$800,000 promissory note from Evergreen Solutions to Gordon L. Belnap dated about September 29, 2020, when it becomes due by its terms (fifteen years following September 29, 2020), except that interest thereon received following my death shall be administered through the G Belnap Grandkids account administered as a trust for my grandchildren as set forth herein, to Brent J. Belnap.

If Brent J. Belnap is deceased, my Personal Representative shall distribute this property to Brent J. Belnap's descendants, per stirpes.

Property passing under this Section passes free of any administrative expenses.

Section 2.04 Specific Distribution to My Grandchildren in Trust

As soon as practicable after my death, even if my wife survives me, I establish and leave in trust to my grandchildren, my G Belnap Grandkids account at Golden West Credit Union, to be administered by my Personal Representative acting as Trustee, as set forth below. Following my death and until maturity or early payoff of the September 29, 2020 \$800,000 promissory note described herein, all interest received on said promissory note shall be deposited to and administered through the said G Belnap Grandkids account for the benefit of my grandchildren. It is anticipated that said interest if paid at promissory note rate shall be \$1,600 per month. Any principal payment on said promissory note shall not be added to the G Belnap Grandkids account but shall instead be distributed equally to Brian L. Belnap (or credited towards his principal obligation on said promissory note) and Brent J. Belnap as set forth above.

The administration of this trust shall be that each year on or near November 14, \$1,000 shall be distributed to each of my grandchildren then living. This is in honor of the birthdays of their grandma Joy M. Belnap (November 11) and their grandpa Gordon L. Belnap (myself, November 17).

In addition, the Personal Representative/Trustee shall have sprinkling power discretion to distribute any funds of the G Belnap Grandkids account (this trust) above what is needed to satisfy the annual distribution of \$1,000 to each grandchild, for the benefit of any one or more of my grandchildren for health, education or maintenance needs as determined by my Personal Representative/Trustee in his sole and absolute discretion. The Personal Representative/Trustee need not make equal distributions to my grandchildren under this discretionary sprinkling power.

Following payoff of the \$800,000 promissory note as described hereinabove, or at any time when my Personal Representative/Trustee shall determine that the expense or burden of continued administration of this trust in accordance herewith is not economically prudent, my Personal Representative/Trustee may choose to distribute the balance to my then living grandchildren equally; provided that upon any early payoff of said promissory note and payout to living grandchildren as set forth herein, an additional amount from the balance of Brian L. Belnap's portion of the principal of said note as inherited pursuant to Section 2.02 (or in other words from his own pocket) shall be paid to each living grandchild so that they will have received a minimum of \$10,000 total from this annual gift (whether received during my lifetime or following my death pursuant hereto; at the date of this will each has already received one installment of the annual gift of \$1,000 in November 2020).

I intend that the G Belnap Grandkids account be a probate asset administered as set forth herein and therefore I intend to remove any other person's signing authority and to remove any and all designated death beneficiaries therefrom prior to my death. However, to the extent that I am not successful in doing so prior to my death then I request that the designated beneficiaries or inheriting joint owners or other persons with signing authority, if any, shall make qualified disclaimer so that said account may pass through my probate estate to be distributed in accordance herewith. Should any other devisee hereunder be named as a designated beneficiary, joint owner or other person with signing authority fail to so disclaim, instead receiving the account or any portion thereof directly to themselves, then I direct that an amount equal to what they refused to disclaim be withheld and deducted from any devise they may be otherwise entitled to under this will (a reduction of the devise), and be distributed instead to the satisfaction of the devisees of this section.

Property passing under this Section passes free of any administrative expenses.

Section 2.05 Note Regarding \$800,000 Promissory Note from Brian L. Belnap

The September 29, 2020 \$800,000 promissory note from Brian L. Belnap to me referenced multiple times herein represents money I loaned to Brian L. Belnap from the proceeds of my sale of Eden Holding Corporation. It has a maturity date of fifteen years. Its terms require minimum of interest only payments at 2% per month (\$1,600 per month). While I have the right during my lifetime to demand payment of all principal and interest in full, following my death such demand cannot be made by my estate prior to ten years, or September 29, 2030, and if not so demanded the balance is not due by the terms of the note until fifteen years following September 29, 2020. Nothing herein shall prohibit Brian L. Belnap from paying off the note early and terminating the Section 2.04 Grandchildren Trust should he choose to do so. However, in such case, as set forth above an additional amount from Brian L. Belnap's share of the principal of this note (or from his own pocket) shall go to each then-living grandchild a total of \$10,000 less previously received installments of the Section 2.04 annual gift (whether during life following the first \$1,000 apiece installment which was given in November 2020, or following my death pursuant hereto; each living grandchild gets a minimum of \$10,000 total from these annual \$1,000 gifts).

Section 2.06 Specific Distribution to Belnap Family Organization

As soon as practicable after my death, even if my wife survives me, I give and bequeath any and all proceeds (including accumulated cash value and insurance payout) of MetLife Insurance Policy Numbers 627183698 A and 744408352 A to the Belnap Family Organization, which is a registered dba of the Gilbert Belnap Families Genealogical Association. I intend to designate a change of beneficiaries on such policies to designate said recipient. However, to the extent that I am not successful in doing so then I request that the designated beneficiaries (other than the Belnap Family Organization), if any, shall make qualified disclaimers so that proceeds may pass through my probate estate to be distributed to this said devisee. Should any other devisee hereunder be named as a designated beneficiary thereof and fail to disclaim, instead receiving the assets directly to themselves, then I direct that an amount equal to what they refused to disclaim be withheld and deducted from any devise they may be otherwise entitled to under this will (a reduction of the devise) and be distributed instead to said intended devisee in this Section.

Property passing under this Section passes free of any administrative expenses.

Section 2.07 Specific Distribution to Ryan Lee Belnap

As soon as practicable after my death, even if my wife survives me, I give and bequeath to my grandson, Ryan Lee Belnap, my entire interest in the following stocks and securities, which at the time of this will are managed under a computershare.com account:

1. International Paper (“IP”, account No. C0000022209);
2. KeyCorp (“KEY”, account No. C000058874);
3. MetLife, Inc. (“MET”, account No. C0003571220); and
4. Veritiv Corp. (“VRTV”, account No. C000018828).

I intend and direct the foregoing notwithstanding any contrary joint ownership or designated death beneficiary regarding any of the foregoing stocks and securities. I intend to designate a change of beneficiaries or joint owners on each such stock or security in order that it transfer to Ryan Lee Belnap as a direct nonprobate transfer upon my death. However, to the extent that I am not successful in doing so prior to my death then I request that the designated beneficiaries or inheriting joint owners (other than Ryan Lee Belnap), if any, shall make qualified disclaimer so that said stocks and securities may pass through my probate estate to be distributed to Ryan Lee Belnap. Should any other devisee hereunder be named as a designated beneficiary thereof and fail to disclaim, instead receiving the assets directly to themselves, then I direct that an amount equal to what they refused to disclaim be withheld and deducted from any devise they may be otherwise entitled to under this will (a reduction of the devise) and be distributed instead to said intended devisee in this Section, Ryan Lee Belnap.

Section 2.08 Specific Distributions to Other Specific Individuals

As soon as practicable after my death, even if my wife survives me, from my Wells Fargo checking account, Golden West Credit Union Primary Share Account, Golden West Credit Union 24-month and 12-month Certificates of Deposit, I leave the following amounts to the following individuals who survive me as indicated below. Should there be insufficient funds in those accounts and certificates of deposit to distribute the full devises, they shall be reduced pro rata to whatever amount is available in those accounts and certificates of deposit. Any remaining money in those accounts and certificates of deposit after satisfying these bequests shall become part of the residue of my estate. The devisees are:

1. Janet Gee: \$2,500
2. Ellen Anson: \$2,500
3. Susan Schmidt: \$2,500
4. Nancy Jensen: \$2,500
5. Dave Pine: \$2,500
6. Nolan and Debbie Barraclough jointly, or the survivor of them if only one survives me: \$2,500, expressing my appreciation for their support and help.
7. Bob Gruhler and Annette Heilesen jointly, or the survivor of them if only one survives me: \$2,500, expressing my appreciation for their support and help.
8. Broadstone, Ron: \$2,500, expressing my appreciation for his support and help.

I intend and direct the foregoing notwithstanding any contrary joint ownership or designated death beneficiary regarding any of the accounts or certificates of deposit identified in this section. I intend to effectuate a removal of any joint owners, persons with signing authority or designated beneficiaries on any and all of these accounts and certificates of deposit in order that they may transfer pursuant to this my will as part of my probate devises. However, to the extent that I am not successful in doing so prior to my death then I request that the designated beneficiaries or inheriting joint owners or other persons with signing authority, if any, shall make qualified disclaimer so that said accounts and certificates of deposit may pass through my probate estate to be distributed in accordance herewith. Should any other devisee hereunder be named as a designated beneficiary, joint owner or other person with signing authority fail to so disclaim, instead receiving the assets directly to themselves, then I direct that an amount equal to what they refused to disclaim be withheld and deducted from any devise they may be otherwise entitled to under this will (a reduction of the devise), and be distributed instead to the satisfaction of the devises of this section and to the residuary devisees as set forth herein.

Section 2.09 Disposition of Tangible Personal Property

I give and bequeath all my remaining tangible personal property, together with any insurance policies covering the property and any claims under those policies in accordance

with a “Memorandum for Distribution of Personal Property” or other similar writing directing the disposition of the property. Any writing prepared according to this provision must be dated and signed by me.

My “Memorandum for Distribution of Personal Property” or other similar writing directs how I give and bequeath all my remaining Tangible Personal Property and any insurance policies covering the property and any claims under those policies.

If I leave multiple written memoranda that conflict as to the disposition of any item of tangible personal property, the memorandum with the most recent date will control as to those items that are in conflict.

I intend that the writing qualify to distribute my tangible personal property under applicable state law.

Some of the items listed in the Memorandum for Distribution of Personal Property may have already been physically transferred to the recipient or may already be owned by the recipient and me in joint tenancy with rights of survivorship.

The Personal Representative and my family should carefully review my Memorandum for Distribution of Personal Property, in that some items are specifically intended to be transferred to the ultimate recipient (or his or her descendants, per stirpes in the event of their death prior to distribution) only after the death of my wife, Sharon F. Belnap.

Section 2.10 Contingent Distribution of Tangible Personal Property

I give and bequeath any remaining tangible personal property not disposed of by a written memorandum as my Personal Representative may appoint, in his sole and absolute discretion. He shall distribute my temple garments to my surviving spouse for proper disposal or, if my wife does not survive me, shall dispose of them properly himself. My Personal Representative shall distribute to my surviving spouse any tools necessary for upkeep of the houses where they are located. My personal representative may donate or distribute to some or any of my family members all other items as he sees fit, but shall administer the proceeds of any items he sells as part of the residue of my estate.

Section 2.11 Definition of Tangible Personal Property

For purposes of this Article, the term “tangible personal property” includes but is not limited to my household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, personal wearing apparel and jewelry, books, sporting goods, and hobby paraphernalia. The term does not include any tangible property that my Personal Representative, in its sole and absolute discretion, determines to be part of any business or business interest that I own at my death.

Section 2.12 Ademption

If property to be distributed under this Article becomes part of my probate estate in any manner after my death, then the gift will not adeem simply because it was not a part of my probate estate at my death. My Personal Representative will distribute the property as a specific gift in accordance with this Article. But if property to be distributed under this Article is not part of my probate estate at my death and does not subsequently become part of my probate estate, then except as otherwise specified herein the specific gift made in this Article is null and void, without any legal or binding effect.

Section 2.13 Incidental Expenses and Encumbrances

Until property distributed in accordance with this Article is delivered to the appropriate beneficiary or to the beneficiary's legal representative, my Personal Representative will pay the reasonable expenses of securing, storing, insuring, packing, transporting, and otherwise caring for the property as an administration expense. Except as otherwise provided in my Will, my Personal Representative will distribute property under this Article subject to all liens, security interests, and other encumbrances on the property.

Article Three My Residuary Estate

Section 3.01 Definition of My Residuary Estate

All the remainder of my estate, including property referred to above that is not effectively disposed of, will be referred to in my Will as my "residuary estate." I intend that my residuary estate include among other things all of the residue of my accounts and certificates of deposit identified in Section 2.09 after making the specific gifts therefrom as set forth therein and my Individual Retirement Account (collectively "Residue Assets"). I intend that these be administered as the residue of my estate notwithstanding any contrary joint ownership, authorized signers or designated death beneficiary regarding any of the Residue Assets identified in this section. I intend to effectuate a removal of any joint owners, persons with signing authority or designated beneficiaries on any and all of these Residue Assets in order that they may be administered as the residue of my estate pursuant to this my will. However, to the extent that I am not successful in doing so prior to my death then I request that the designated beneficiaries or inheriting joint owners or other persons with signing authority, if any, shall make qualified disclaimer so that said Residue Assets may pass through my probate estate to be distributed in accordance herewith. Should any other devisee hereunder be named as a designated beneficiary, joint owner or other person with signing authority fail to so disclaim, instead receiving the Residue Assets directly to themselves, then I direct that an amount equal to what they refused to disclaim be withheld and deducted from any devise they may be otherwise entitled to under this will

(a reduction of the devise), and be distributed instead to the satisfaction of these residuary devises set forth in this section.

Section 3.02 Disposition of My Residuary Estate

I give my residuary estate outright per capita to those of my children and grandchildren who shall survive me.

Article Four Designation of Personal Representative

Section 4.01 Personal Representative

I name Brian L. Belnap as my Personal Representative. If Brian L. Belnap fails or ceases to act as my Personal Representative, I name Brent J. Belnap as my Personal Representative.

Article Five General Administrative Provisions

The provisions of this Article apply to my probate estate.

Section 5.01 No Bond

No Fiduciary is required to furnish any bond for the faithful performance of the Fiduciary's duties, unless required by a court of competent jurisdiction and only if the court finds that a bond is needed to protect the interests of the beneficiaries. No surety is required on any bond required by any law or rule of court, unless the court specifies that a surety is necessary.

Section 5.02 Self-Dealing

If my wife or a descendant of mine is serving as my Fiduciary, he or she may engage in acts of self-dealing, even though state law restricts acts of self-dealing. Unless expressly prohibited by another provision of my Will, my wife or a descendant of mine who is serving as my Fiduciary may enter into transactions on behalf of my estate in which my Fiduciary is personally interested so long as the terms of such transaction are fair to my estate. For example, my wife or a descendant of mine who is serving as my Fiduciary may purchase property from my estate at its fair market value without court approval.

Section 5.03 Distributions to Incapacitated Persons and Persons Under Twenty-One Years of Age

If my Personal Representative is directed to distribute any share of my probate estate to any beneficiary who is under the age of 21 years or is in the opinion of my Personal Representative, under any form of incapacity that renders such beneficiary unable to administer distributions properly when the distribution is to be made, my Personal Representative may, as Trustee, in my Personal Representative's discretion, continue to hold such beneficiary's share as a separate trust until the beneficiary reaches the age of 21 or overcomes the incapacity. My Personal Representative shall then distribute such beneficiary's trust to him or her.

While any trust is being held under this Section, my Independent Trustee may pay to the beneficiary for whom the trust is held such amounts of the net income and principal as the Trustee determines to be necessary or advisable for any purpose. If there is no Independent Trustee, my Trustee shall pay to the beneficiary for whom the trust is held such amounts of the net income and principal as the fiduciary determines to be necessary or advisable for the beneficiary's health, education, and maintenance.

Upon the death of the beneficiary, my Trustee shall distribute any remaining property in the trust, including any accrued and undistributed income, to such persons as such beneficiary appoints by his or her Will. This power may be exercised in favor of persons or entities, the beneficiary's estate, the beneficiary's creditors, or the creditors of the beneficiary's estate. To the extent this power of appointment is not exercised, on the death of the beneficiary, the trust property is to be distributed to the beneficiary's then living descendants, *per stirpes*, or, if none, *per stirpes* to the living descendants of the beneficiary's nearest lineal ancestor who was a descendant of mine, or if no such descendant is then living, to my then living descendants, *per stirpes*. If I have no then living descendants the property is to be distributed under the provisions of **Error! Reference source not found.** entitled "Remote Contingent Distribution."

Notwithstanding any other provision of my Will if any part of trust property becomes distributable outright, or if a distribution is required to be made, to a person when that person is receiving or applying for needs-based government benefits, my Trustee shall distribute or retain the trust property as described in Section 5.04.

Section 5.04 Supplemental Needs Trust

If under any provision of this Will my Personal Representative is directed to distribute to or for the benefit of any beneficiary when that person is receiving or applying for needs-based government benefits, or could qualify for same, my Personal Representative shall retain and administer the trust property as follows:

(a) Distributions for Supplemental Needs

In its sole, absolute, and unreviewable discretion, my Trustee may distribute discretionary amounts of net income and principal for supplemental needs

of the beneficiary not otherwise provided by governmental financial assistance and benefits, or by the providers of services.

Supplemental needs refers to the basic requirements for maintaining the good health, safety, and welfare when, in the discretion of my Trustee, these basic requirements are not being provided by any public agency, office, or department of any state or of the United States.

Supplemental needs will also include medical and dental expenses; annual independent checkups; clothing and equipment; programs of training, education, treatment, and rehabilitation; private residential care; transportation, including vehicle purchases; maintenance; insurance; and essential dietary needs. *Supplemental needs* may include spending money; additional food; clothing; electronic equipment such as radio, recording and playback, television and computer equipment; camping; vacations; athletic contests; movies; trips; and money to purchase appropriate gifts for relatives and friends.

My Trustee will have no obligation to expend trust assets for these needs. But if my Trustee, in its sole, absolute and unreviewable discretion, decides to expend trust assets, under no circumstances should any amounts be paid to or reimbursed to the federal government, any state, or any governmental agency for any purpose, including for the care, support, and maintenance of the beneficiary.

(b) Objective to Promote Independence of the Beneficiary

While actions are in my Trustee's sole, absolute, and unreviewable discretion, all parties to this trust should be mindful that my wish is that the beneficiary live as independently, productively, and happily as possible.

(c) Trust Assets Not to be Considered Available Resource to the Beneficiary

The purpose of the provisions of this Section 5.04 is to supplement any benefits received, or for which the beneficiary may be eligible, from various governmental assistance programs, and not to supplant any benefits of this kind. All actions of my Trustee shall be directed toward carrying out this intent, and my Trustee's discretion granted under this instrument to carry out this intent is sole, absolute, and unreviewable.

For purposes of determining the beneficiary's eligibility for any of these benefits, no part of the trust estate's principal or undistributed income will be considered available to the beneficiary for public benefit purposes. The beneficiary must not be considered to have access to the trust's principal or income, or to have ownership, right, authority, or power to convert any asset into cash for his or her own use.

My Trustee shall hold, administer, and distribute all property allocated to this trust for the exclusive benefit of the beneficiary during his or her lifetime. All distributions from this trust share are in the sole, absolute, and unreviewable discretion of my Trustee, and the beneficiary is legally restricted from demanding trust assets for his or her support and maintenance.

In the event my Trustee is requested to release principal or income of the trust to or on behalf of the beneficiary to pay for equipment, medication, or services that any government agency is authorized to provide, or to petition a court or any other administrative agency for the release of trust principal or income for this purpose, my Trustee is authorized to deny this request and to take whatever administrative or judicial steps are necessary to continue the beneficiary's eligibility for benefits. This includes obtaining legal advice about the beneficiary's specific entitlement to public benefits and obtaining instructions from a court of competent jurisdiction ruling that neither the trust corpus nor the trust income is available to the beneficiary for eligibility purposes. Any expenses incurred by my Trustee in this regard, including reasonable attorney fees, will be a proper charge to the trust estate.

(d) Distribution Guidelines

My Trustee shall be responsible for determining what discretionary distributions will be made from this trust. My Trustee may distribute discretionary amounts of income and principal to or for the benefit of the beneficiary for those supplemental needs not otherwise provided by governmental financial assistance and benefits, or by the providers of services. Any undistributed income will be added to principal. In making distributions, my Trustee must:

- consider any other known income or resources of the beneficiary that are reasonably available;

- consider all entitlement benefits from any government agency, including Social Security disability payments, Medicare, Medicaid (or any state Medicaid program equivalent), Supplemental Security Income (SSI), In-Home Support Service (IHSS), and any other supplemental purpose benefits for which the beneficiary is eligible;

- consider resource and income limitations of any assistance program;

- make expenditures so that the beneficiary's standard of living will be comfortable and enjoyable;

- not be obligated or compelled to make specific payments;

not pay or reimburse any amounts to any governmental agency or department, unless proper demand is made by this governmental agency or reimbursement is required by the state; and

not be liable for any loss of benefits.

(e) No Seeking of Order to Distribute

For purposes of determining the beneficiary's state Medicaid program equivalent eligibility, no part of the trust estate's principal or undistributed income may be considered available to the beneficiary. My Trustee shall deny any request by the beneficiary to:

release trust principal or income to or on behalf of the beneficiary to pay for equipment, medication, or services that the state Medicaid program equivalent would provide if the trust did not exist; or

petition a court or any other administrative agency for the release of trust principal or income for this purpose.

In its sole, absolute, and unreviewable discretion, my Trustee may take necessary administrative or legal steps to protect the beneficiary's state Medicaid program equivalent eligibility. This includes obtaining a ruling from a court of competent jurisdiction that the trust principal is not available to the beneficiary for purposes of determining state Medicaid program equivalent eligibility. Expenses for this action, including reasonable attorney fees, will be a proper charge to the trust estate.

(f) Indemnification of Trustee When Acting in Good Faith

My Trustee will be indemnified from the trust property for any loss or reduction of public benefits sustained by the beneficiary as a result of my Trustee exercising the authority granted to my Trustee under this Section in good faith.

(g) Termination and Distribution of the Supplemental Needs Trust

If my Trustee, in its sole, absolute, and unreviewable discretion, determines that the beneficiary is no longer dependent on others and is able to independently support himself or herself, my Trustee shall distribute or retain the remaining property according to the other provisions of this trust as though the provisions of this Section 5.04 had not been effective.

If the other provisions of this trust do not provide for the remaining property's distribution or retention, then my Trustee shall distribute the remaining property to the beneficiary outright and free of trust.

Independently support is satisfied when the beneficiary has been gainfully employed for 33 months of the 36-month period immediately preceding the decision to terminate the trust share.

The terms *gainful employment* and *gainfully employed* mean the full-time employment that produces sufficient net income to enable the beneficiary to contribute not less than 100% of the funds (exclusive of other revenue sources) that are necessary to provide for the beneficiary's independent care, support, maintenance, and education. In its sole, absolute, and unreviewable discretion, my Trustee shall determine whether or not the beneficiary has satisfied the condition of gainful employment.

(h) Distribution upon the Death of the Beneficiary

Upon the beneficiary's death, my Trustee shall distribute or retain the remaining property according to the other provisions of this trust as though the provisions of this Section 5.04 had not been effective. If the other provisions of this trust provide for the beneficiary's share to be held in trust, then those provisions will be interpreted as though the beneficiary died after the establishment of that trust.

If the other provisions of this trust do not provide for the distribution or retention of the remaining property, then the beneficiary will have the testamentary limited power to appoint all or any portion of the principal and undistributed income remaining in the beneficiary's trust at his or her death among one or more persons or entities. But the beneficiary may not exercise this limited power of appointment to appoint to himself or herself, his or her estate, his or her creditors or the creditors of his or her estate.

I intend to create a limited power of appointment and not a general power of appointment as defined in Internal Revenue Code Section 2041.

If any part of the beneficiary's trust is not effectively appointed, my Trustee shall distribute the remaining unappointed balance *per stirpes* to the beneficiary's descendants. If the beneficiary has no then-living descendants, my Trustee shall distribute the unappointed balance *per stirpes* to the then-living descendants of the beneficiary's nearest lineal ancestor who was a descendant of mine or, if there is no then-living descendant, *per stirpes* to my descendants.

If I have no then-living descendants, my Trustee shall distribute the balance of the trust property as provided in **Error! Reference source not found.**

Section 5.05 Maximum Term for Trusts

Notwithstanding any contrary provisions or unless terminated earlier under other provisions of this trust, each trust created under this trust document will terminate 1,000 years after the death of the last to die of the descendants of my paternal and maternal grandparents who are living at the time of my death.

At that time, the remaining trust property will vest in and be distributed to the persons entitled to receive mandatory distributions of the trust's net income, in the same proportions. If no beneficiary is entitled to mandatory distributions of net income, the remaining trust property will vest in and be distributed to the beneficiaries entitled to receive discretionary distributions of the trust's net income, in equal shares per stirpes.

Section 5.06 Representative of a Beneficiary

The guardian of the person of a beneficiary may act for such beneficiary for all purposes under my Will or may receive information on behalf of such beneficiary.

Section 5.07 Ancillary Administration

In the event ancillary administration is required or desired and my domiciliary Personal Representative is unable or unwilling to act as an ancillary fiduciary, my domiciliary Personal Representative will have the power to designate, compensate, and remove the ancillary fiduciary. The ancillary fiduciary may be either a natural person or a corporation. My domiciliary Personal Representative may delegate to such ancillary fiduciary such powers granted to my original Personal Representative as my Personal Representative may deem proper, including the right to serve without bond or surety on bond. The net proceeds of the ancillary estate are to be paid over to the domiciliary Personal Representative.

Section 5.08 Delegation of Authority; Power of Attorney

Any Fiduciary may, by an instrument in writing, delegate to any other Fiduciary the right to exercise any power, including a discretionary power, granted the Fiduciary in my Will. During the time a delegation under this Section is in effect, the Fiduciary to whom the delegation was made may exercise the power to the same extent as if the delegating Fiduciary had personally joined in the exercise of the power. The delegating Fiduciary may revoke the delegation at any time by giving written notice to the Fiduciary to whom the power was delegated.

The Fiduciary may execute and deliver a revocable or irrevocable power of attorney appointing any individual or corporation to transact any and all business on behalf of the trust. The power of attorney may grant to the attorney-in-fact all of the rights, powers, and discretion that the Fiduciary could have exercised.

Section 5.09 Merger of Corporate Fiduciary

If any corporate fiduciary acting as my Fiduciary under my Will is merged with or transfers substantially all of its trust assets to another corporation or if a corporate fiduciary changes its name, the successor shall automatically succeed to the position of my Fiduciary as if originally named my Fiduciary. No document of acceptance of the position of my Fiduciary shall be required.

Article Six Powers of My Fiduciaries

Section 6.01 Grant of Powers

My Fiduciaries may perform every act reasonably necessary to administer my estate and any trust established under my Will. Specifically, my Fiduciaries may exercise the following powers:

(a) Real and Personal Property

My Fiduciaries may hold, retain, invest, reinvest, and manage real or personal property—including interests in any form of business entity such as limited partnerships and limited liability companies and policies of life, health, and disability insurance—without diversification as to kind, amount, or risk of nonproductivity and without limitation by statute or rule of law.

(b) Assets, Contracts, and Distributions

My Fiduciaries may:

partition, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, or abandon assets;

borrow, loan, and enter into other contracts; and

make cash, in-kind, or combination distributions at fair market value on the date of distribution, without requiring *pro rata* distribution of specific assets and without requiring *pro rata* allocation of the tax bases of the assets.

(c) Business Operations

My Fiduciaries may hold in nominee form, continue businesses, carry out agreements, and deal with themselves, other Fiduciaries, and business organizations in which my Fiduciaries may have an interest.

(d) Reserves, Powers, and Claims

My Fiduciaries may establish reserves; release powers; and abandon, settle or, contest claims.

(e) Professionals, Agents, and Assistants

My Fiduciaries may employ attorneys, accountants, custodians of the trust assets, and other agents or assistants as they determine advisable. Further, my Fiduciaries may employ these professionals, agents, and assistants to act with or without discretionary powers and compensate them and pay their expenses from income, from principal, or from both income and principal.

Section 6.02 Fiduciaries' Powers Act

In addition to all of the above powers, my Fiduciaries may, without prior authority from any court, exercise all powers conferred by my Will or by common law or by Utah Uniform Probate Code or other statute of the State of Utah or any other jurisdiction whose law applies to my Will. My Fiduciary has absolute discretion in exercising these powers. Except as specifically limited by my Will, these powers extend to all property held by my fiduciaries until the actual distribution of the property.

Section 6.03 Alternative Distribution Methods

My Fiduciary may make any payment provided for under my Will as follows:

Directly to the beneficiary;

In any form allowed by applicable state law for gifts or transfers to minors or persons under a disability;

To the beneficiary's guardian, conservator, agent under a durable power of attorney or caregiver for the benefit of the beneficiary; or

By direct payment of the beneficiary's expenses, made in a manner consistent with the proper exercise of the fiduciary's duties hereunder. A receipt by the recipient for any such distribution fully discharges my Fiduciary.

Article Seven

Provisions for Payment of Debts, Expenses and Taxes

Section 7.01 Payment of Debts and Expenses

I direct that all my legally enforceable debts, secured and unsecured, including taxes, be paid as soon as practicable after my death.

Article Eight

Definitions and General Provisions

Section 8.01 Burial instructions

I wish that my remains be buried in accordance with any known instructions left by me, whether in writing or orally given to any family member. If I have failed to leave instructions regarding the burial of my remains, I wish that my remains be buried as my Personal Representative sees fit.

Section 8.02 Definitions

For purposes of my Will and for the purposes of any trust established under my Will, the following definitions apply:

(a) Adopted and Afterborn Persons

A legally adopted person in any generation and his or her descendants, including adopted descendants, will have the same rights and will be treated in the same manner under my Will as natural children of the adopting parent, provided the person is legally adopted before attaining the age of 18 years. A person will be deemed to be legally adopted if the adoption was legal in the jurisdiction in which it occurred at the time that it occurred.

A fetus *in utero* that is later born alive will be considered a person in being during the period of gestation.

(b) Descendants

The term “descendants” means any one or more person who follows in direct descent (as opposed to collateral descent) from a person, such as a person’s children, grandchildren, or other descended individuals of any generation.

(c) Fiduciary

“Fiduciary” or “Fiduciaries” refer to my Personal Representative. My “Personal Representative” includes any executor, ancillary executor, administrator, or ancillary administrator, whether local or foreign, and whether of all or part of my estate, multiple Personal Representatives, and their successors.

Except as otherwise provided in this Last Will and Testament, a fiduciary has no liability to any party for action (or inaction) taken in good faith.

(d) Good Faith

For the purposes of this Last Will and Testament, a fiduciary has acted in good faith if (i) its action or inaction is not a result of intentional wrongdoing, (ii) the fiduciary did not make the decision with reckless indifference to the interests of the beneficiaries, and (iii) its action or inaction does not result in an improper personal pecuniary benefit to the fiduciary.

(e) Incapacity

Except as otherwise provided in my Will, a person is deemed to be incapacitated in any of the following circumstances.

(1) The Opinion of Two Licensed Physicians

An individual is deemed to be incapacitated whenever, in the opinion of two licensed physicians, the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause. If an individual whose capacity is in question refuses to provide necessary documentation or otherwise submit to examination by licensed physicians, that individual will be considered incapacitated.

An individual is deemed to be restored to capacity whenever the individual’s personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

(2) Court Determination

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

(3) Detention, Disappearance or Absence

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

An individual's disappearance, absence or detention under duress may be established by an affidavit of any fiduciary. The affidavit must describe the circumstances of an individual's detention under duress, disappearance, or absence and may be relied upon by any third party dealing in good faith with my fiduciary in reliance upon the affidavit.

An individual's disappearance, absence, or detention under duress may be established by an affidavit of my Personal Representative.

(f) Legal Representative

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

(g) Per Stirpes

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

(h) Primary Beneficiary

The Primary Beneficiary of a trust created under this Will is the oldest Income Beneficiary of that trust unless some other individual is specifically designated as the Primary Beneficiary of that separate trust.

(i) Shall and May

Unless otherwise specifically provided in my Will or by the context in which used, I use the word "shall" in my Will to command, direct or require, and the word "may" to allow or permit, but not require. In the context of my Trustee, when I use the word "may" I intend that my Trustee may act in its sole and absolute discretion unless otherwise stated in my Will.

(j) Other Definitions

Except as otherwise provided in my Will, terms shall be as defined in the Utah Uniform Probate Code as amended after the date of my Will and after my death.

Section 8.03 Contest Provision

If any person directly or indirectly attempts to contest or oppose the validity of my Will, (including any codicil to my Will), or commences, continues or prosecutes any legal proceedings to set my Will aside, then that person will forfeit his or her share, cease to have any right or interest in my estate, and will, for purposes of my Will, be deemed to have predeceased me.

Section 8.04 Survivorship Presumption

If my wife and I die under circumstances in which the order of our deaths cannot be established, I will be deemed to have survived my wife.

If any other beneficiary is living at my death, but dies within 3 days thereafter, then the beneficiary will be deemed to have predeceased me for all purposes of my Will.

Section 8.05 Anti-Lapse Statutes

No “anti-lapse” statute of Utah or any other jurisdiction, whether existing now or enacted later, will be applied in construing any provision of my Will.

Section 8.06 General Provisions

The following general provisions and rules of construction apply to my Will:

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word “or” when used in a list of more than two items may function as both a conjunction and a disjunction as the context requires or permits.

(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and subsections used within my Will are included solely for the convenience and reference of the reader. They have no significance in the interpretation or construction of my Will.

(c) Governing State Law

My Will shall be governed, construed and administered according to the laws of Utah as from time to time amended. Questions of administration of any trust established under my Will are to be determined by the laws of the situs of administration of that trust.

(d) Notices


Unless otherwise stated, whenever my Will calls for notice, the notice will be in writing and will be personally delivered with proof of delivery, or mailed postage prepaid by certified mail, return receipt requested, to the last known address of the party requiring notice. Notice will be effective on the date personally delivered or on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice will be effective on the date it would normally have been received via certified mail. If notice is required to be given to a minor or incapacitated individual, notice will be given to the parent or legal representative of the minor or incapacitated individual.

(e) Severability

The invalidity or unenforceability of any provision of my Will does not affect the validity or enforceability of any other provision of my Will. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of my Will are to be interpreted and construed as if any invalid provision had never been included in my Will.

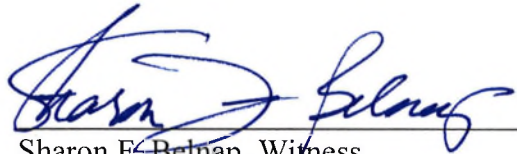
(Remainder of page intentionally left blank.)

I, Gordon Leslie Belnap, the testator, sign my name to this instrument this 22nd day of April, 2021, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and testament and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am 18 years of age or older, of sound mind, and under no constraint or undue influence.


Gordon Leslie Belnap, Testator

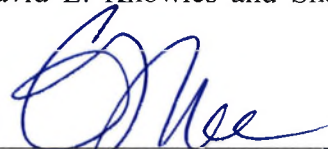
We, David L. Knowles and Sharon F. Belnap, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testator signs and executes this instrument as his last will and testament and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the testator, hereby signs this will as witness to the testator's signing, and that to the best of our knowledge the testator is 18 years of age or older, of sound mind, and under no constraint or undue influence.


David L. Knowles, Witness


Sharon F. Belnap, Witness

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

Subscribed, sworn to, and acknowledged before me by Gordon Leslie Belnap, the testator, and subscribed and sworn to before me by David L. Knowles and Sharon F. Belnap, witnesses, on this 22nd day of April, 2021.


Notary Public
My commission expires: 12/17/2021

