

STATE OF HAWAII                     )  
COUNTY OF MAUI                     )

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TRUST 1/7

**AFFIDAVIT**

We, Robert M. Kruse and Tammi J. Kruse, Trustees of the Robert M. and Tammi J. Kruse Trust, certify and affirm that the attached Memorandum of Trust is a true and certified copy of the original document, and that there have been no amendments to the original Declaration of Trust dated May 8, 2018.

DONE this 19<sup>TH</sup> day of March, 2019.

RM Kruse, TEE  
ROBERT M. KRUSE, Trustee

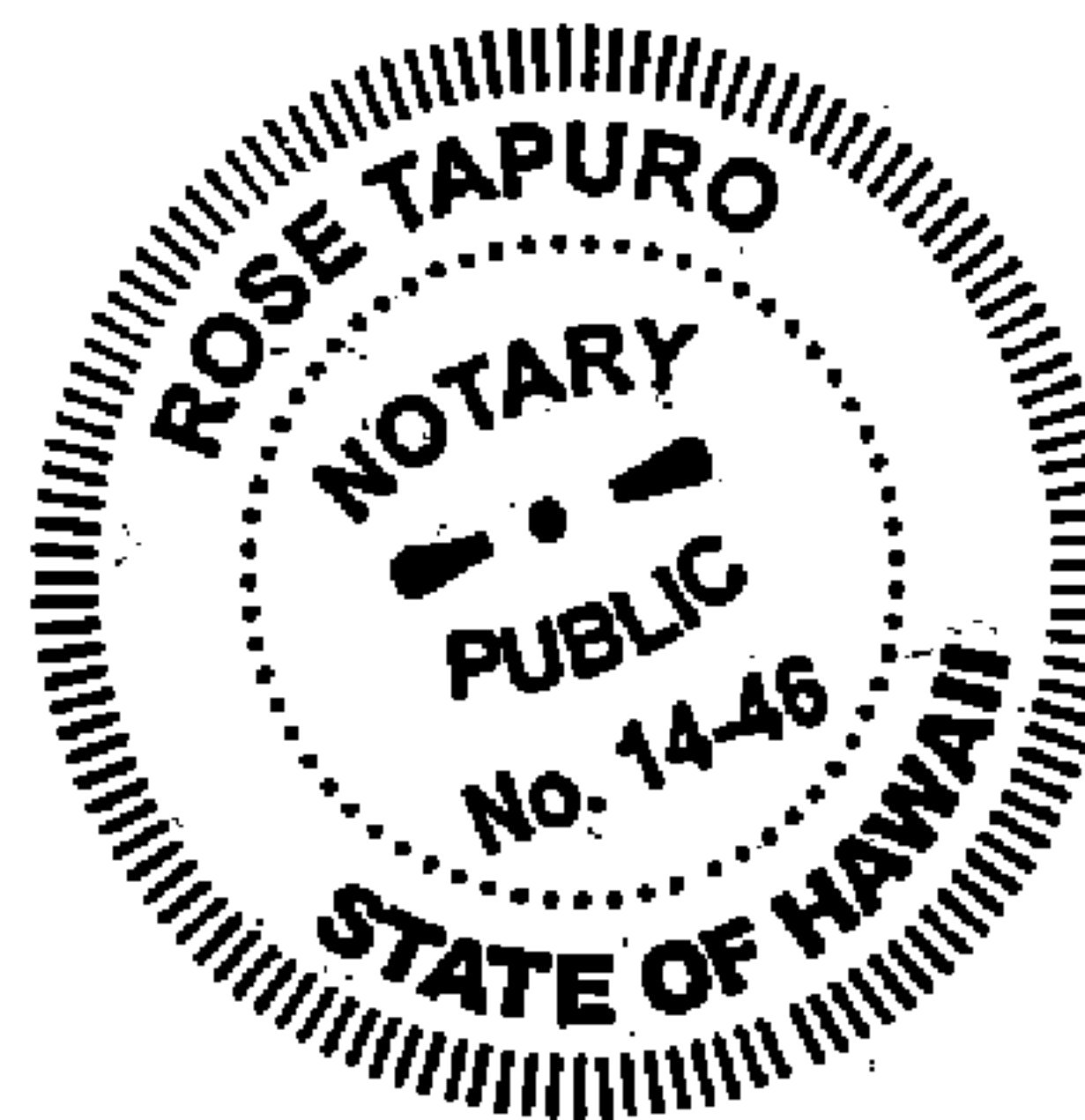
Tammi J. Kruse TEE  
TAMMI J. KRUSE, Trustee

Sworn to and subscribed before me on this 19<sup>TH</sup> day of March, 2019.

Rose Tapuro  
NOTARY PUBLIC

Rose Tapuro  
My Commission expires: February 16, 2022

Rose Tapuro  
My Commission expires: February 16, 2022



**MEMORANDUM OF TRUST**

**KNOW THAT**, Robert M. Kruse and Tammi J. Kruse hereby present this Memorandum of Trust, in lieu of providing a copy of the trust instrument, to establish the existence and terms of the trust as set forth below.

1. Purpose of Memorandum of Trust. The purpose of this Memorandum of Trust is (1) to certify the existence of Robert M. and Tammi J. Kruse Trust (the "Trust") and identify the powers of the Trustee, and (2) to summarize some of the more important provisions of the Trust so the Trustee can deal with third parties, such as financial institutions, stock transfer agents, brokerage houses, insurance companies, and others, without disclosing all of the provisions of the Trust, which is a private and confidential document.

2. Creation of the Trust. Robert M. Kruse and Tammi J. Kruse, husband and wife, having an address at Rapid City, South Dakota, as Grantors, created the Trust, known as the Robert M. and Tammi J. Kruse Trust, by executing a Declaration of Trust, dated May 8, 2018 (the "Declaration of Trust"). The Trust continues in existence.

3. Trust Revocable. The Trust is revocable. The Grantors reserved the right to revoke, amend or modify the Declaration of Trust during their lives. The Trust has not been revoked, modified or amended in any manner that would cause the representations contained in this Memorandum of Trust to be incorrect.

4. The Trustee. The Declaration of Trust names Robert M. Kruse and Tammi J. Kruse, having an address as aforesaid, as trustees (collectively referred to as the "Trustee"). The Declaration of Trust names Alexis M. Kruse, Brandon M. Kruse, Kerri L. Kautzman, then Kyle R. Kruse, then Holly A. Jessop, as successor trustees (each being referred to as a "successor Trustee").

5. Powers of the Trustee. The Declaration of Trust provides that the Trustee, in addition to and without limitation of the powers provided by law, shall have the following powers:

(a) To retain such property for any period, whether or not the same is of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such retention may have upon the diversity of investments;

(b) To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, such property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as the Trustee may deem advisable;

(c) To invest and reinvest in common or preferred stocks, securities, limited liability companies, investment trusts, mutual funds, regulated investment companies, bonds and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment may have upon the diversity of investments;

(d) To render liquid the trust estate or any trust created hereunder in whole or in part, at any time and from time to time, and to hold unproductive property, cash or readily marketable securities of little or no yield for such period as the Trustee may deem advisable;

(e) To lease any such property beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust created hereunder;

(f) To join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same to principal, and to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges;

(g) To form one or more corporations or limited liability companies, alone or with any person, in any jurisdiction, and to transfer assets to any new or existing corporation or limited liability company in exchange for stock or membership interests; to form one or more partnerships with any person in any jurisdiction, to have any trust or a nominee be a general or limited partner, and to transfer assets to any new or existing partnership as a capital contribution; to enter into one or more joint ventures or associations with any person in any jurisdiction, and to commit assets to the purposes of those ventures or associations; and to retain as an investment for any period any securities, partnership interests or other assets resulting from any such actions;

(h) To vote in person at meetings of stock or security holders and adjournments thereof, and to vote by general or limited proxy with respect to any stock or securities;

(i) To hold stock and securities in the name of a nominee without indicating the trust character of such holding, or unregistered or in such form as will pass by delivery, or to use a central depository and to permit registration in the name of a nominee;

(j) To initiate or defend, at the expense of the trust estate, any litigation relating to this Agreement or any property of the trust estate which the Trustee considers

advisable, and to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust estate or any trust created hereunder against others or of others against the same as the Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of notes, bonds and mortgages, and to make any payments in connection therewith which the Trustee may deem advisable;

(k) To borrow money for any purpose from any source, including any trustee at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property;

(l) To possess, manage, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage thereof; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefor, and advance any income of the trust for the amortization of any mortgage on property held in the trust;

(m) To purchase from the legal representatives of the estate of either of the Grantors or from the trustees of any trust established by either of the Grantors any property constituting a part of such estate or trust at its fair market value and to make loans for adequate consideration to such legal representatives or trustees, upon such terms and conditions as the Trustee may determine in the absolute discretion of the Trustee;

(n) To carry insurance of the kinds and in the amounts which the Trustee considers advisable, at the expense of the trust estate, to protect the trust estate and the Trustee personally against any hazard;

(o) To make distribution of the trust estate or of the principal of any trust created hereunder in cash or in kind, or partly in kind, and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution, and to determine the fair valuation of the property so allocated, with or without regard to the tax basis; to hold the principal of separate trusts in a consolidated fund and to invest the same as a single fund; to split trusts for purposes of allocating GST exemptions (within the meaning of

Section 2642(a) of the Internal Revenue Code); and to merge any trusts which have substantially identical terms and beneficiaries, and to hold them as a single trust;

(p) To employ and pay the compensation of accountants, attorneys, experts, investment counselors, banks, lending institutions, custodians, agents and other persons or firms providing services or advice, irrespective of whether the Trustee may be associated therewith; to delegate discretionary powers to such persons or firms; and to rely upon information or advice furnished thereby or to ignore the same, as the Trustee in its discretion may determine;

(q) To change the situs and/or governing law of any trust hereunder to any state the Trustee from time to time may deem desirable, and to take such further actions, including without limitation the amendment to the terms of the trust, as may be necessary or advisable to effectuate such change;

(r) To execute and deliver any and all instruments or writings which it may deem advisable to carry out any of the foregoing powers; and

(s) To exercise all such rights and powers and to do all such acts and enter into all such agreements as persons owning similar property in their own right might lawfully exercise, do or enter into.

The Declaration of Trust provides that no person who deals with any Trustee hereunder shall be bound to see to the application of any asset delivered to such Trustee or to inquire into the authority for, or propriety of, any action taken or not taken by such Trustee.


6. Signature Authority. The Trustee may sign all documents exercising the powers of the Trustee. Under the Declaration of Trust no other person is required or needed to sign such documents for them to be effective as to the Trust.


7. Reliance by Third Parties. This Memorandum of Trust is executed as evidence of the existence of the foregoing Declaration of Trust. Any person may rely upon this Memorandum of Trust as evidence of the existence of said Declaration of Trust, and is relieved of any obligation to verify that any transaction entered into by a Trustee or successor Trustee thereunder is consistent with the terms and conditions of said Declaration of Trust. The Trust has not been revoked, modified or amended in any manner that would cause the representations contained in this Memorandum of Trust to be incorrect. This Memorandum of Trust contains a true and correct representation of terms of the Trust. All persons dealing with the Trustee may rely on this Memorandum of Trust as a true statement of the provisions of the Declaration of Trust as of the date this Memorandum of Trust is presented to such person (regardless of the date of execution of this Memorandum of Trust) unless such person has actual knowledge that the representations contained in this Memorandum of Trust are incorrect. A person who acts in reliance upon this Memorandum of Trust without actual knowledge that the representations contained herein are incorrect shall not be liable to any other person for so acting.



8. Short Name of the Trust. The Trust and the Declaration of Trust may be referred to by the name: "Robert M. and Tammi J. Kruse Trust". Any transfers to the Declaration of Trust or any trust thereunder may refer to the aforesaid name or to "Robert M. Kruse and Tammi J. Kruse as Trustees under Robert M. and Tammi J. Kruse Trust", with or without specifying any change in Trustee or any amendment to the Declaration of Trust.

**IN WITNESS WHEREOF**, the Grantors have executed this Memorandum of Trust as of this 23rd day of May, 2018.

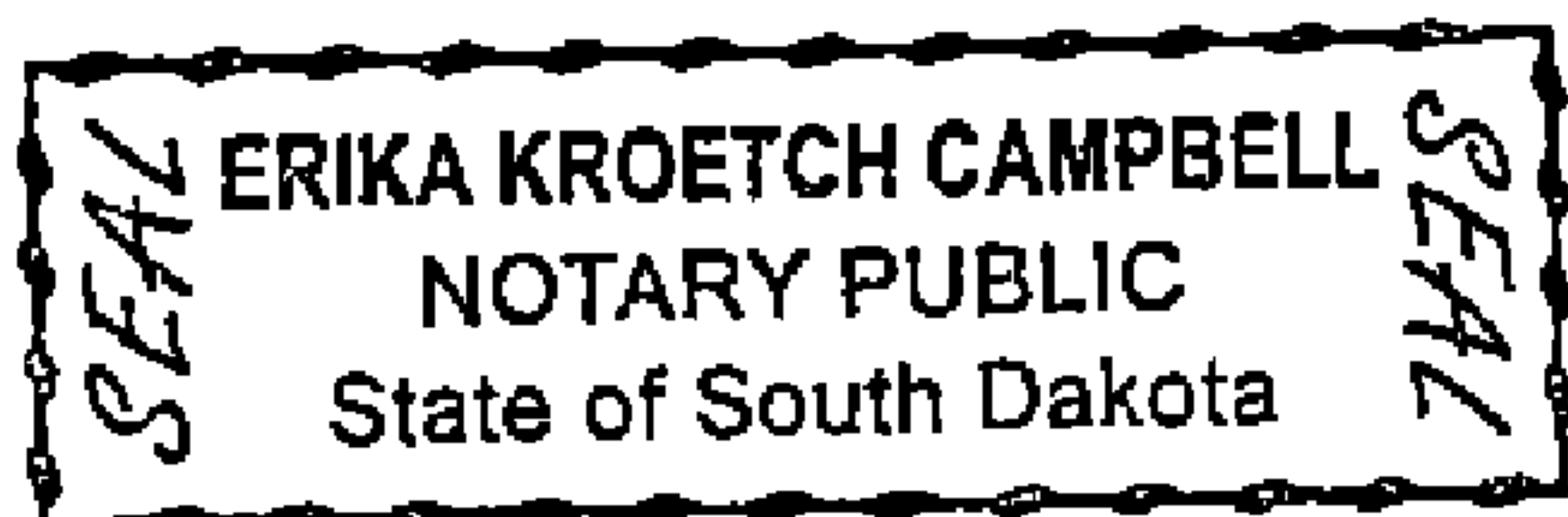
  
Robert M. Kruse  
Grantor


  
Tammi J. Kruse  
Grantor

STATE OF SOUTH DAKOTA, COUNTY OF PENNINGTON, ss.

On this 8 day of May, 2018, before me, the undersigned officer, personally appeared Robert M. Kruse, known to me to be the person whose name is subscribed to the within Memorandum of Trust, and acknowledged that he executed the same for the uses and purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

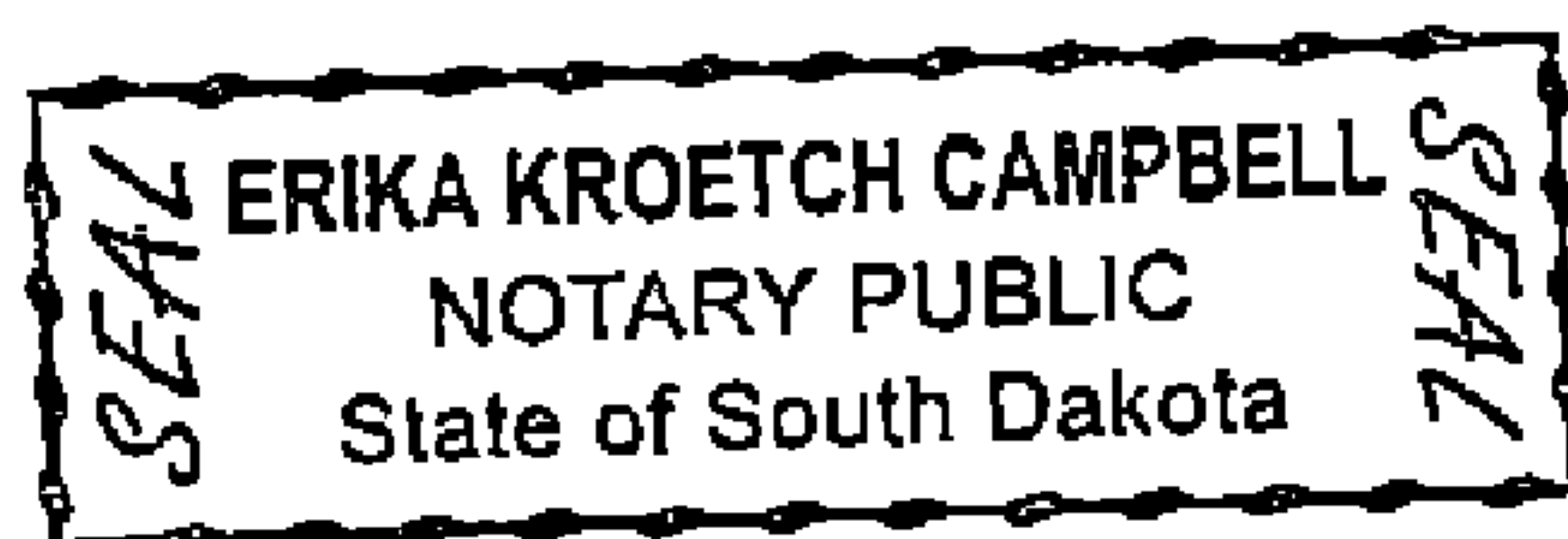



  
Notary Public  
My commission expires on 10/6/2018

STATE OF SOUTH DAKOTA, COUNTY OF PENNINGTON, ss.

On this 8 day of May, 2018, before me, the undersigned officer, personally appeared Tammi J. Kruse, known to me to be the person whose name is subscribed to the within Memorandum of Trust, and acknowledged that she executed the same for the uses and purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



  
Notary Public  
My commission expires on 10/6/2018



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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