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BENNETT TUBLLER JOHNSON

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TRUST AGREEMENT
FOR
PHILANTHROPY INTERNATIONAL

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TRUST AGREEMENT
FOR
PHILANTHROPY INTERNATIONAL

THIS TRUST AGREEMENT (this "Trust") made this 16th day of December, 1999, by and between STEVEN W. BENNETT, of Davis County, Utah, as the donor (hereinafter referred to as the "Donor"), and STEVEN W. BENNETT, of Davis County, Utah; MONTE M. DEERE, of Utah County, Utah; and PAUL M. JOHNSON, of Utah County, Utah, as trustees (hereinafter collectively referred to as the "Trustee").

ARTICLE 1: PURPOSE.

This Trust is established to be an organization which is described in Section 501(c)(3) of the Internal Revenue Code of 1986 as amended or corresponding provisions of any subsequent federal tax laws (hereinafter sometimes referred to as the "Code"), which is tax exempt under Section 501(a) of the Code. This Trust is organized, and at all times thereafter will be operated exclusively for charitable, eleemosynary, benevolent, religious, educational, scientific, and literary purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code or any corresponding provision of any subsequent federal tax laws. This Trust will also assist charities and foundations to improve their structure, organization, and operations. No part of the net earnings of this Trust shall inure to the benefit of any individual, and no part of the activities of this Trust shall consist of carrying on propaganda, or otherwise attempting to influence legislation, or of participating in or intervening in (including the publication or distribution of statements) any

political campaign on behalf of any candidate for public office. Notwithstanding any other provision hereof, this Trust shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization which is tax exempt or by an organization donations to which are deductible from taxable income to the extent allowed by the provisions of the Code and other applicable legislation and regulations as they now exist or may hereafter be amended. All of the provisions of this Trust agreement shall be read and interpreted so as to satisfy the purposes of this Trust as above stated.

ARTICLE 2: NAME OF TRUST.

The name of this Trust shall be PHILANTHROPY INTERNATIONAL, and so far as practicable the Trustee shall conduct the activities of this Trust in that name. The Trustee may change the name of the Trust from time to time in its sole discretion.

ARTICLE 3: TRUST FUND.

The Trustee may receive donations and other revenues from the Donor or from any other source in cash and the Trustee may accept donations and other revenues from the Donor or from any other source in property other than cash that is acceptable to the Trustee. All donations so received, together with the income therefrom, herein referred to as the "Trust Fund," shall be held, managed, administered and paid out by the Trustee pursuant to the terms and conditions of this Agreement. The Trustee may accept donations which restrict their uses and purposes, provided such restrictions are within the uses and purposes set forth in Article 1 above, and which limit the time, manner, amount or other terms of distribution but, unless otherwise

specifically required, the Trustee may commingle such restricted donations with other assets of the Trust Fund.

ARTICLE 4: DISTRIBUTIONS AND EXPENDITURES.

4.01 General. Until the termination of this Trust as hereinafter provided, the Trustee shall, from time to time, distribute and expend for operational purposes such amount or amounts of the income and principal of the Trust Fund to further the purposes of the Trust as stated in Article 1.

4.02 Distributions. The Trustee may, in its discretion, distribute the net income and principal of this Trust to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code or any corresponding provision of any subsequent federal tax laws. In order to ensure that this happens, the Board (as defined in ARTICLE 5) may, in its discretion, meet (in person, by mail, or electronically) with the governing body of each donee organization, or a representative thereof, to determine the proper use of such distributions.

ARTICLE 5: BOARD.

5.01 Establishment of the Board. The Board shall be that body that has the authority, power and discretion as described herein. The members of the Board shall have the authority to determine from time to time, by written resolution, (a) the number, tenure, and qualifications of the members of the Board; (b) the procedure for filling vacancies of the Board; (c) procedures under which a member of the Board may resign or is removed; (d) when and where to hold meetings of the Board, procedures for giving notice of such meetings to the members of the Board, and whether to allow participation in such meetings electronically; (e) requirements for

constituting a quorum at a meeting of the Board; (f) guidelines for voting at a meeting of the Board and whether proxy votes will be accepted; (g) procedures for taking action without a meeting of the Board; and (h) procedures for appointing executive and other committees of the Board.

5.02 Compensation, Bond. The members of the Board shall not be required to furnish any bond or surety. Members of the Board may receive such reasonable compensation for their services as may be fixed from time to time by the members of the Board. In addition, the reasonable expenses of the members of the Board of attendance at governing board meetings may be paid or reimbursed by the Trust. Members of the Board also shall not be disqualified to receive reasonable compensation for services rendered to or for the benefit of the Trust in any other capacity.

ARTICLE 6: FINAL DISTRIBUTION.

In the event that the combined income and principal held in the Trust Fund does not exceed Five Thousand dollars (\$5,000.00) or the Trustee determines, in Trustee's sole and complete discretion, that the income and principal held in the Trust Fund is too small to economically administer, then in such event the Trustee shall distribute the Trust Fund in its entirety outright and free to an organization organized and operated exclusively for educational purposes which qualifies as an organization described in Section 501(c)(3) of the Code.

ARTICLE 7: TRUSTEE'S POWERS.

7.01 Discretionary Powers. In addition to all other powers conferred by law or otherwise, the Trustee shall have certain discretionary powers as enumerated in the following

provisions of this Article 7 and authority with respect to any and all property, real or personal, at any time held hereunder, without regard to any legal restrictions otherwise applicable to fiduciaries (whether pertaining to investments, location of property in a particular jurisdiction, or to other matters).

7.02 Investment. (1) To retain any property; (2) to invest and reinvest in any property without regard to the effect any such investment may have upon the diversification of investments held hereunder; (3) to hold any part of the Trust Estate in cash or uninvested for any period which may seem advisable; and (4) at any time and from time to time to join in or consent to or become a party to any agreement, reorganization, readjustment, merger, consolidation or exchange, to deposit any securities or property thereunder, or to exercise rights and options to subscribe to new securities, and to take, receive, and hold any securities or property resulting therefrom. The word "securities" as used in this Article shall include (but without limitation) corporate bonds and stocks of any kind, shares of investment companies, trusts, and discretionary common trust funds, and any and all unsecured obligations, and choses in action. The word "property" shall include (but without limitation) life insurance. In applying laws of trust accounting principal or trust accounting income, trust income shall not include any amount that is ordinary income for federal income tax purposes with respect to a life insurance policy except when and to the extent such amounts are actually distributed to the Trust.

7.03 General Disposition and Management. (1) To convey, sell, exchange, or otherwise dispose of any property at public or private sale, and at such prices, at such time or times, and for such purposes, as may seem advisable; (2) to lease, operate, develop, or exploit any property; (3) to borrow money, from the Trustee or from others, to provide funds for any purpose, without resorting to the sale of any asset, and, for the purpose of securing the payment

thereof, to pledge, mortgage, or otherwise encumber any property; (4) to extend the time of payment of any liens or encumbrances which may at any time be encumbrances upon any property, irrespective of by whom the same were made; (5) to foreclose, reduce the rate of interest on, or consent to the extension of mortgages on real property, or to accept a deed in lieu of foreclosure; (6) to join in a voluntary partition of any property; (7) to demolish or cause to be demolished any structure on any real property if the same seems desirable; (8) to abandon any property deemed to be worthless; and (9) to effectuate any and all of the foregoing on such terms and conditions, and regardless of whether or not the periods thereof extend beyond the statutory period for leases made by fiduciaries or the period of the Trust, as may seem advisable.

7.04 Distribution in Kind. To distribute and to accept in kind, or partly in kind, the property to be allocated, transferred, or distributed hereunder; and to determine the kinds and the values of any property for such purposes.

7.05 Proxies. To vote and give proxies, discretionary or otherwise, in respect of securities.

7.06 Nominees. To cause securities to be registered in the name of a nominee, without the addition of words indicating that the securities are held in a fiduciary capacity.

7.07 Alter Jurisdiction. To remove any property from any jurisdiction and to keep such property in any other jurisdiction for convenience of administration.

7.08 Maintain, Insure, and Pay Taxes on Property. To such extent, if any, as may seem necessary or desirable, to keep and maintain any property in good state of repair and upkeep; to effect insurance upon any property; and to pay the taxes, upkeep, repairs, carrying charges, maintenance, and premiums of insurance.

7.09 Amortization. To make such provision, if any, as may from time to time be deemed appropriate for amortizing any premium or discount at which any securities may have been purchased.

7.10 Principal and Income Allocation. To allocate to income or to principal or partly to each any dividend, of whatever kind or nature, and any other money or property received hereunder, including capital gains, and to determine all questions as to what portion of expenses shall be credited or charged to income and what to principal.

7.11 Natural Resources. With respect to all rights and interests of whatsoever kind or nature in oil, gas, minerals, timber, or other natural resources at any time held hereunder (whether or not severed from the surface ownership), (1) to drill, explore, maintain, develop, and otherwise exploit, either alone or jointly with others, any such property; (2) to pay from or charge to principal or income the costs and expenses thereof together with all delay rentals, bonuses, royalties, taxes, assessments and other charges and burdens in connection therewith; (3) to enter into operation, farm-out, pooling, or unitization agreements; and (4) to extract, remove, process, convert, retain, store, sell, or exchange the products of any such property; all in such manner, to such extent, on such terms, and for such consideration as may seem advisable.

7.12 Fiduciary Delegation. To designate in writing any one Trustee, who, acting alone, may bind the Trust, and a third party shall be entitled to rely upon any action taken by the Trustee so designated.

7.13 Engage Agents. Except when a Corporate Trustee is acting, to employ investment advisory service, accountants, attorneys and bookkeepers, including any firm or corporation with which any Trustee may from time to time be associated; to employ a bank or trust company as

custodian of the securities held hereunder; and to pay the fees for such investment advice, accountant, bookkeeper or custodian as expenses of the Trust.

7.14 General. (1) To operate a charitable school designed to accomplish the objectives set forth in Article 1; (2) To settle, compromise, and adjust any and all claims in favor of or against the Trust, including any claim for taxes; (3) to execute and deliver such instruments as may be necessary to carry out any power hereunder; and (4) generally to have all powers with respect to property as if the Trustee were the absolute owner thereof.

ARTICLE 8. LIABILITY OF THE TRUSTEE.

The Trustee shall not be answerable for loss in investments made in good faith. The Trustee shall not be answerable for any action taken in good faith. The Trustee shall not be liable for the acts or omissions of any accountant, agent, counsel or custodian selected with reasonable care. The Trustee shall be fully protected in acting upon any instrument, certificate or paper, believed by Trustee to be genuine and to be signed or presented by the proper person or persons (specifically including while not being limited to any directions of the Board), and the Trustee shall not be under any duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

ARTICLE 9: ACTING IN OTHER JURISDICTIONS.

If for any reason the Trustee is required or deems it advisable to take any action in any jurisdiction in which it is not permitted under the laws of such jurisdiction to qualify as a trustee,

the Trustee may appoint to act in such other jurisdiction such person or corporation as the Trustee deems advisable.

ARTICLE 10: AMENDMENT.

This Agreement may be amended or modified from time to time by the Trustee with the written approval of the Board whenever, in the Trustee's discretion, such amendment or modification is necessary or advisable, but no such amendment or modification shall alter the purposes of the Trust as expressed in Article 1, above. Furthermore, the Trustee shall have the power to amend the Trust in any manner required for the sole purpose of ensuring that the Trust qualifies and continues to qualify as an organization described in Sections 501(c)(3), 170(c), 170(b)(1)(A), 2055, and 2522 of the Code or corresponding provisions of subsequent federal tax laws. Every amendment or modification of this Agreement shall be made in writing, and in the circumstance where the amendment or modification is made to satisfy the purpose outlined in the first sentence of Article 1 above or to ensure the qualification of this Trust as an organization described in Sections 501(c)(3), 170(c), 170(b)(1)(A), 2055, and 2522 of the Code or corresponding provisions of subsequent federal tax laws, shall be retroactive to the inception of the Trust.

ARTICLE 11: CY PRES AND QUALIFIED CHARITIES.

11.01 Cy Pres. If a distribution is to be made for a charitable or educational purpose that, at the time such distribution is to be made, is not in existence, or not practicable, such distribution shall be made to such qualified charities, in such amounts and shares, as the Trustee considers advisable.

11.02 Qualified Charity. "Qualified Charity" means a charitable, educational scientific or religious entity, gifts to which are deductible or exempt for all applicable federal and state estate, gift, inheritance and income tax purposes.

ARTICLE 12: IRREVOCABILITY.

This Trust shall be irrevocable.

ARTICLE 13: ACCOUNTING.

The Trustee shall not be required to file accounts in any court.

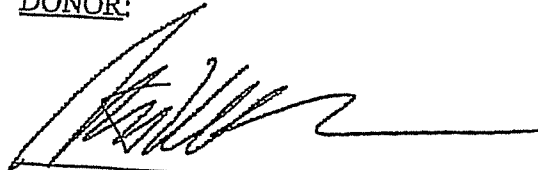
ARTICLE 14: SITUS.

This Agreement is executed and delivered in the State of Utah, the situs shall be in that state, and it shall be governed by, construed and administered in accordance with the laws of that state.

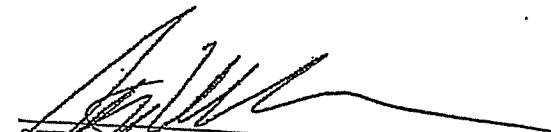
[Signature page immediately following]

IN WITNESS WHEREOF, the Donor and the Trustees have executed this agreement to be effective for all purposes as of the date first written above.


DONOR:


STEVEN W. BENNETT

TRUSTEES:

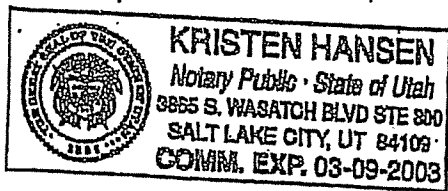

STEVEN W. BENNETT


MONTE M. DEERE


PAUL M. JOHNSON

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

On the 16th day of December, 1999, personally appeared before me Steven W. Bennett, a signer of the above agreement, who duly acknowledged to me that he executed the same, once as donor and once as trustee.



Kristen Hansen
Notary Public

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

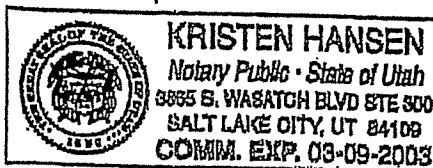
On the 16th day of December, 1999, personally appeared before me Monte M. Deere, a signer of the above agreement, who duly acknowledged to me that he executed the same as trustee.



Kristen Hansen
Notary Public

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

On the 16th day of December, 1999, personally appeared before me Paul M. Johnson, a signer of the above agreement, who duly acknowledged to me that he executed the same as trustee.



Kristen Hansen
Notary Public

BY-LAWS OF PHILANTHROPY INTERNATIONAL

By written agreement ("Agreement") dated the 19 day of December, 1999, STEVEN W. BENNETT, of Davis County, Utah, as the donor (hereinafter referred to as the "Donor"), and STEVEN W. BENNETT, of Davis County, Utah; MONTE M. DEERE, of Utah County, Utah; and PAUL M. JOHNSON, of Utah County, Utah, as trustees ("Trustees"), created PHILANTHROPY INTERNATIONAL ("Trust") as a nonprofit organization. This Trust is to be organized and operated exclusively as a community foundation for charitable, religious and educational purposes by supporting activities and functions of ("Qualified Purposes") organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986 as amended that are also not private foundations as described in Section 509 of the Internal Revenue Code of 1986 as amended ("Public Charities") and that are located within and near municipalities where the Trust operates.

SECTION ONE: BOARD OF TRUSTEES

1.01 Purpose of these By-laws. Pursuant to Section 5.01 of the Agreement, as amended, these By-laws are adopted by the Trustees to prescribe rules for their governance and functioning. These By-laws are intended to supplement and complement the Trust Agreement and to work in conjunction therewith.

1.02 Function of Trustees. The affairs of the Trust shall be managed under the direction of its Board of Trustees ("Board").

1.03 Number and Eligibility of Trustees. The number of Trustees of the Trust shall be not less than three nor more than twenty-five, as determined by the Board in its annual meeting. Trustees should reflect and represent the interests of the municipalities in which the Public Charities conduct their charitable purposes.

1.04 Appointment and Tenure of Trustees. The Trustees shall be appointed each year at the annual meeting of the Board, and shall hold office until the annual meeting of the Board next succeeding their appointment and thereafter until their respective successors have been duly appointed.

1.05 Removal of Trustee. Any Trustee may be removed from office with or without cause by two-thirds vote of the Trustees.

1.06 Vacancy on Board. In the case of any vacancy on the Board, the Appointer may appoint a Trustee to fill such vacancy.

1.07 Chairman of the Board. The Trustees shall elect a chairman ("Chairman") to preside at all meetings of the Board at which the Chairman is present, and the Chairman shall be ex-officio a member of all standing committees. The Chairman shall exercise such powers as may be assigned by the Board and shall be subject to the control of the Board.

1.08 Compensation. Each Trustee shall be entitled to receive reimbursement from the Trust for expenses incurred in attending any meeting of the Board. In general, the Trustees shall not receive any stated or annual salary for their services; provided, however, that the Board may fix a sum to be allowed for attendance at each of its meetings and such sum may shall be payable, in the Board's discretion, even if a meeting is adjourned because a quorum is not present. Nothing in these By-laws shall be construed to preclude any Trustee from serving the Trust as an independent contractor or in any other capacity and receiving compensation therefor.

1.10 Committees. The Board may appoint from among its members an Executive Committee. In addition to the Executive Committee, the Board may appoint by resolution such committee(s) as it may deem appropriate; and may grant such committee(s) the right to exercise the powers of the Board. Such committee(s) shall have all the powers delegated by the Board except for the power to direct distribution of Trust assets. Each committee may fix rules of procedure for its affairs. A majority of the members of a committee shall constitute a quorum for the transaction of matters before it and the act of a majority of those present at a meeting at which a quorum is present shall be the act of the committee.

SECTION TWO: MEETINGS OF THE TRUSTEES

2.01 Annual Meetings. The annual meeting of the Board for the transaction of its affairs shall be held in January, or on such other day as shall be set by the Board.

2.02 Special Meetings. Special meetings of the Board may be called at any time for any purpose by the Chairman of the Board, the President or a majority of the Board, and must be called by the secretary of the Board upon the request in writing of at least twenty-five percent of the Trustees. Such call and/or request shall state the purpose(s) of the meeting. Matters coming before the Board at a special meeting shall be confined to the purpose(s) stated in the notice of the meeting.

2.03 Place of Holding Meetings. Meetings of the Board shall be held at the principal office of the Trust, unless otherwise designated by the Board.

2.04 Quorum. The presence of Trustees comprising a majority vote of all Trustees shall constitute a quorum at meetings of the Board. In the absence of a quorum, the meeting may be adjourned from time to time by a majority vote of the Trustees present or represented, without any notice other than by announcement at the meeting, until a quorum is present. At any resumption of an adjourned meeting at which a quorum is present, any matters may be transacted which might have been transacted if the meeting had been held as originally called.

The election of an individual as an officer and the terms and conditions of employment and continued employment of each officer shall be determined by the Board. Assuming officers are elected, the officers shall be elected by the Board at their annual meeting or, whenever a vacancy requires, at a special meeting called for that purpose. In the event that any office shall not be filled by the Board or, once filled, subsequently becomes vacant, then such office and all references thereto in these By-laws shall be deemed inoperative unless and until such office is filled in accordance with the provisions of these By-laws. Any officer may be removed from his position with or without cause by a two-thirds of the Board.

3.02 Powers and duties of the Director. The Director shall have general charge and control of all the Trust's affairs and properties. The Director may sign and execute, in the name of the Trust, all authorized deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated by law, the Trust Agreement, these By-laws or the Board to some other officer or agent of the Trust. The Director shall preside at all meetings of the Board in the absence of the Chairman of the Board or in the event of a vacancy in such office, and shall be ex-officio a member of all standing committees of the Board. In general, the Director shall have the powers and duties of supervision and management generally incident to the office of president and such other duties as may be assigned by the Board, and shall be subject to the control of the Board.

3.03 Powers and Duties of a Asst.-Director. The Board may elect and appoint a Asst.-Director or more than one Asst.-Director. Any Asst.-Director may sign and execute, in the name of the Trust, all authorized deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated by law, the Trust Agreement, these By-laws or the Board to some other officer or agent of the Trust. In case of the absence or disability of the Director, or at the Director's request, the duties of the Director may be performed by any Asst.-Director, and the taking of any action by any Asst.-Director in lieu of the Director shall be conclusive evidence of the absence or disability of the Director. Each Asst.-Director shall have such other powers and perform such other duties as may be assigned by the Board and/or the Director, and shall be subject to the control of the Board and the Director.

3.04 Secretary. The Secretary shall give, or cause to be given, notice of all meetings of the Board and all other notices required by law or these By-laws; provided that if the Secretary fails to do so for any reason, such notice may be given by any person directed to do so by the Director or by those Trustees upon whose written request the meeting is called as provided in these By-laws. The Secretary shall record all proceedings of the Board meetings, of any committees of the Board in the books provided for that purpose, and shall be custodian of the books, records, and seal of the Trust. The Secretary shall witness all documents on behalf of the Trust, the execution of which are duly authorized. In general, the Secretary shall have the powers and duties generally incident to the office of secretary and such other duties as may be assigned by the Board and/or the Director, and shall be subject to the control of the Board and the Director.

3.05 Treasurer. The Treasurer shall have custody and charge of, and be responsible for, all funds, securities, receipts, and disbursements of the Trust and shall keep full and accurate records of receipts and disbursements in books belonging to the Trust. The Treasurer shall deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the Trust in such depositories as shall be designated by the Board or the Director. The Treasurer shall disburse the funds of the Trust as may be ordered by the Director or the Board, taking proper vouchers for such disbursements. When requested, the Treasurer shall render to the Director and the Board an account of all his transactions as Treasurer and of the financial condition of the Trust. In general, the Treasurer shall have the powers and duties generally incident to the office of treasurer and such other duties as may be assigned by the Board and/or the Director, and shall be subject to the control of the Board and the Director.

3.06 Assistant Secretary. The Board may elect and appoint an Assistant Secretary or more than one Assistant Secretary. In the case of the absence or disability of the Secretary, the duties of the office shall be performed by any Assistant Secretary, and the taking of any action by an Assistant Secretary in lieu of the Secretary shall be conclusive evidence of the absence or disability of the Secretary. Each Assistant Secretary shall have such other powers and perform such other duties as may be assigned by the Board and/or the Director, and shall be subject to the control of the Board and the Director.

3.07 Assistant Treasurer. The Board may elect and appoint an Assistant Treasurer or more than one Assistant Treasurer. In case of the absence or disability of the Treasurer, the duties of the office shall be performed by any Assistant Treasurer, and the taking of any action by an Assistant Treasurer in lieu of the Treasurer shall be conclusive evidence of the absence or disability of the Treasurer. Each Assistant Treasurer shall have such other powers and perform such other duties as may be assigned by the Board and/or the Director, and shall be subject to the control of the Board and the Director.

SECTION FOUR: LIABILITY AND INDEMNIFICATION OF TRUSTEES, OFFICERS AND EMPLOYEES

4.01 Liability. No Trustee shall be responsible for the acts of omission or commission of any other Trustee or of any predecessor Trustee. The Trustees shall not at any time be held liable for mistake of law or of fact, or of both law and fact, or errors of judgment, or any loss coming to the Trust assets or the Trust or any beneficiary hereunder, or to any other person, except through actual fraud or willful misconduct on the part of the Trustee to be charged. If this provision shall be held invalid as to any class of persons or instances, such fact shall not impair its application to all other classes of persons and instances.

4.02 Indemnification. The Trust shall indemnify a Trustee or officer and may, but shall not be required to, indemnify a Trust employee or agent in connection with a suit or proceeding as permitted in this Section 4.

(a) To the extent that a Trustee or officer incurs or accrues expenses in the defense of any suit or proceeding, the Trust shall pay reasonable expenses including, but not

limited to, attorneys fees, court costs, deposition costs, other fees, judgements, fines and amounts paid in settlement, in advance of the final disposition of the suit or proceeding upon receipt by the Trust of:

(i) A written affirmation by the Trustee of the Trustee's good faith belief that he or she is not liable under Section 4.01 above; and

(ii) A written undertaking by or on behalf of the Trustee to repay the amount if it shall ultimately be determined that he or she is in fact liable under Section 4.01 above; and

(b) To the extent that an employee or agent successfully defended himself or herself on the merits or otherwise in any proceeding, including a proceeding brought by or on behalf of the Trust, such indemnification against expenses actually and reasonably incurred in relation to the proceeding may include fees, judgements, fines and amounts paid in settlement, and shall only be granted in each specific case upon a determination and authorization by the majority of a quorum of the Board.

(c) Nothing contained in this Section 4 shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any individual who is or was a Trustee, officer, employee, and/or agent of the Trust, or the ability of the Trust to otherwise indemnify or advance expenses to any such individual. It is the intent of this Section 4 to provide indemnification to Trustees and officers to the fullest extent now or hereafter permitted by law. Therefore, indemnification shall be provided in accordance with any theory upon which a claim is made, including but not limited to negligence, breach of duty, mismanagement, corporate waste, breach of contract, breach of warranty, strict liability, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal laws.

(d) Notwithstanding the fact that these By-laws apply to a trust, any word(s) used in this Section 4 shall have the same meaning as provided in statutes of the State of Utah governing corporations, except that where the term "corporation" is used in the statutes, the term "trust" shall be substituted therefore.

(e) Notwithstanding any other Provision of this Section 4, there shall be no indemnification with respect to matters as to which indemnification would result in inurement of net earnings of the Trust to the benefit of any individual within the meaning Section 501(c)(3) of the Code.

4.03 Bonds. The Board may require any officer, agent or employee of the Trust to give a bond to the Trust, conditioned upon the faithful discharge of his duties, with one or more sureties and in such amount and with such companies as may be satisfactory to the Board. No bond or surety shall be required of a Trustee.

SECTION FIVE: BANK ACCOUNTS AND LOANS

5.01 Bank Accounts. The Board shall designate such Trustees, officers or agents of the Trust who shall have the authority to deposit any funds of the Trust in such bank(s) or savings institution(s) as shall be designated by the Board. The Board shall also designate such Trustees, officers or agents who may withdraw any or all of the funds of the Trust in any bank or savings institution, upon checks, drafts or other instruments or orders for the payment of money which are drawn against the account or in the name or on behalf of the Trust and made or signed by such Trustees, officers or agents. Each bank or savings institution holding funds of the Trust is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by Trustees, officers or agents so designated by the Board until written notice of the revocation by the Board of the authority of such Trustees, officers or agents has been received by such bank or savings institution. The secretary of the Board shall certify to the bank(s) or savings institution(s) holding funds of the Trust the signature(s) of the Trustees, officers or agents of the Trust so designated by the Board to draw against such funds. If the Board fails to designate the persons having authority to sign checks, drafts or other instruments or orders for the payment of money, as provided in this Section 5.01, all such checks, drafts and other instruments or orders for the payment of money shall be signed by the Director and countersigned by the Secretary, Treasurer, an Assistant Secretary or an Assistant Treasurer of the Trust.

5.02 . Loans. The Board shall designate such Trustees, officers or agents who shall have authority to make loans and advances or to establish other forms of credit for the Trust from such banks, trust companies, institutions, corporations, firms or persons designated by the Board; and as security for the repayment of such loans, advances or other forms of credit, to assign, transfer, endorse and deliver, either originally or in addition to or substitution for any or all stocks, bonds, rights and interests of any kind in or to stocks or bonds, certificates of such rights or interests, deposits, accounts, documents covering merchandise, bills and accounts receivable and other commercial paper and evidences of debt at any time held by the Trust; and as evidence of such loans, advances or other forms of credit, to make, execute and deliver one or more notes, acceptances or written obligations of the Trust on such terms and with such provisions as to the security, sale or disposition thereof as such Trustees, officers or agents shall deem proper; and also to sell to, or discount or rediscount with, such banks, trust companies, institutions, corporations, firms or persons any and all commercial paper, bills receivable, acceptances and other instruments and evidences of debt at any time held by the Trust, and to that end to endorse, transfer and deliver the same. The secretary of the Board shall certify to each such bank, trust company, institution, corporation, firm or person the signatures of such designated Trustees, officers or agents; and each such bank, trust company, institution, corporation, firm or person is authorized to rely upon such certification until written notice of the revocation by the Board of the authority of such Trustees, officers or agents has been received by such bank, trust company, institution, corporation, firm or person.

SECTION SIX: MISCELLANEOUS PROVISIONS

6.01 Books and Records. The Trust shall keep accurate and complete books and records of its accounts and transactions and minutes of the proceedings of its Board and of its committees. The books and records of the Trust may be in written form or in any other form which can be converted within a reasonable time into written form for visual inspection. Minutes shall be recorded in written form but may be maintained in the form of a reproduction.

6.02 Fiscal Year. The fiscal year of the Trust shall end on the last day of December.

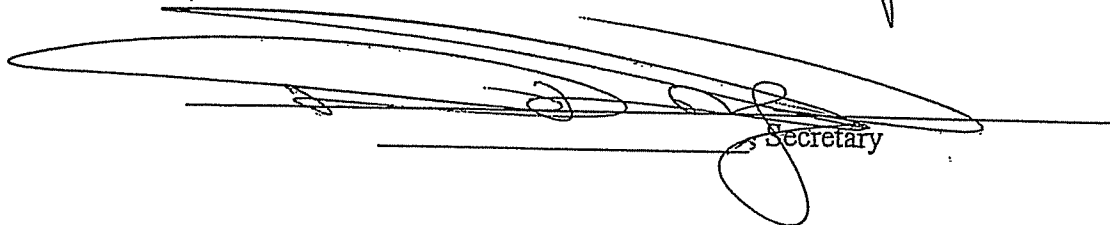
6.03 Notices. Whenever under the provisions of these By-laws, notice is required to be given to any Trustee or officer, it shall be by a communication in writing, signed by the party sending such communication, delivered by certified mail, postpaid, return receipt requested, personally hand delivered, a dated receipt being obtained, e-mail, or via facsimile transmissions, written confirmation obtained. The effective date of such notice shall be deemed to be the date of mailing of such certified mail, the actual date of hand delivery, e-mailed, or facsimile transmission or the date such facsimile is transmitted. Any Trustee or officer may waive any notice required to be given under these By-laws.

6.04 Amendment of Trust Agreement or By-laws. Anything in these By-laws to the contrary notwithstanding, these By-laws or any provision hereof may be altered, amended or supplemented only upon proper notice and upon a two-thirds vote. Notwithstanding the Trustees ability to amend these By-laws, no amendment shall authorize the Trustees or any officer to conduct the affairs of the Trust in any manner or for any purpose contrary to the provisions of Sections 501(c)(3) and 509(a)(1) or 509(a)(2) of the Code. Any amendment which purports to allow the Trustees or officers to conduct the affairs of the Trust in any manner or for any purpose contrary to the provisions of Section 501(c)(3) and 509(a)(1) or 509(a)(2) of the Code shall be invalid and void ab initio.

6.05 Conflicts. In the event that there should be a conflict between the Agreement and these By-laws, the Agreement shall control.

6.06 Governing Law. These By-laws shall be governed by the same law of the state or commonwealth as shall govern the Agreement.

The above By-laws were adopted the 5 day of April, 2000.


Secretary



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248674161
June 15, 2011 LTR 4168C E0
87-0643877 000000 00

00019705

BODC: TE

PHILANTHROPY INTERNATIONAL
% DUAINE D DRAEGER
333 N INDIAN HILL BLVD
CLAREMONT CA 91711-4612



013620

Employer Identification Number: 87-0643877
Person to Contact: Mr. Sestito
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your June 06, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in March 2001.

Our records also indicate that you are a private non-operating foundation described under section 509(a) of the Code.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248674161
June 15, 2011 LTR 4168C E0
87-0643877 000000 00
00019706

PHILANTHROPY INTERNATIONAL
% DUANE D DRAEGER
333 N INDIAN HILL BLVD
CLAREMONT CA 91711-4612

If you have any questions, please call us at the telephone number
shown in the heading of this letter.

Sincerely yours,



S. A. Martin, Operations Manager
Accounts Management Operations

ACCEPTANCE OF APPOINTMENT BY
SUCCESSOR TRUSTEES

MADE this 16th day of March, 2000,

WITNESSETH:

WHEREAS, PHILANTHROPY INTERNATIONAL is a trust created by agreement dated December 16, 1999; made by STEVEN W. BENNETT, of Davis County, Utah, as Settlor; and STEVEN W. BENNETT; MONTE M. DEERE, of Utah County, Utah; and PAUL M. JOHNSON, of Utah County, Utah, as Trustees;

and

WHEREAS, ARTICLE 5 of the Trust Agreement, as amended, reads, in pertinent part, as follows:

5.01 Establishment of the Board. The Trustees shall constitute the Board of Trustees ("Board"). The business and affairs of the Trust shall be managed by the Board. The Board has the authority, power, and discretion of the Trustee as described herein. The Board has the authority to determine from time to time, by written resolution, by-laws, or both, (a) the number, tenure, and qualifications of the members of the Board; (b) the procedure for filling vacancies of the Board; (c) procedures under which a member of the Board may resign or be removed; (d) when and where to hold meetings of the Board, procedures for giving notice of such meetings to the members of the Board, and whether to allow participation in such meetings electronically; (e) requirements for constituting a quorum at a meeting of the Board; (f) rules for voting at a meeting of the Board and whether proxy votes will be accepted; (g) procedures for taking action without a meeting of the Board; and (h) procedures for appointing executive and other committees, whether within or without the Board;

and,

ARTICLE 10: AMENDMENT.

This Agreement may be amended or modified from time to time by the Trustee with the written approval of the Board whenever, in the Trustee's discretion, such amendment or modification is necessary or advisable, but no such amendment or modification shall alter the purposes of the Trust as expressed in Article 1, above.

NOW THEREFORE, the Trustees hereby exercise their powers, authority, and discretion under the Trust Agreement as follows:

1. To appoint STEVEN W. BENNETT, of Davis County, Utah; MONTE M. DEERE, of Utah County, Utah; and PAUL M. JOHNSON, of Utah County, Utah, as the initial Board referred to in the Trust Agreement.


2. To amend ARTICLE 5 of the Trust Agreement to read as follows:

5.01 Establishment of the Board. The Trustees shall constitute the Board of Trustees ("Board"). The business and affairs of the Trust shall be managed by the Board. The Board has the authority, power, and discretion of the Trustee as described herein. The Board has the authority to determine from time to time, by written resolution, by-laws, or both, (a) the number, tenure, and qualifications of the members of the Board; (b) the procedure for filling vacancies of the Board; (c) procedures under which a member of the Board may resign or be removed; (d) when and where to hold meetings of the Board, procedures for giving notice of such meetings to the members of the Board, and whether to allow participation in such meetings electronically; (e) requirements for constituting a quorum at a meeting of the Board; (f) rules for voting at a meeting of the Board and whether proxy votes will be accepted; (g) procedures for taking action without a meeting of the Board; and (h) procedures for appointing executive and other committees, whether within or without the Board;

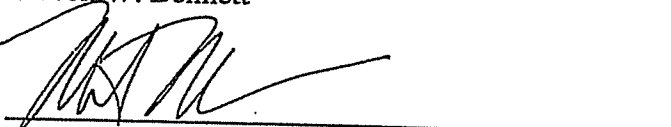
3. Immediately following actions 1. and 2., above, to appoint GLENN O. SIMMONS, DUKE DRAEGER (also known as DUAINÉ DRAEGER), and TRACY J. HARASKIN as Trustees and members of the Board of Trustees, and

immediately thereafter; to resign as Trustees of the Trust.


IN WITNESS WHEREOF, we, as the initial Trustee and Board of
PHILANTHROPY INTERNATIONAL have executed this First Amendment the day and year
first above written.



Steven W. Bennett



Monte M. Deere



Paul M. Johnson

ACCEPTANCE OF APPOINTMENT BY
SUCCESSOR TRUSTEES

MADE this 16th day of March, 2000,

WITNESSETH:

WHEREAS, PHILANTHROPY INTERNATIONAL is a trust created by agreement dated December 16, 1999; made by STEVEN W. BENNETT, of Davis County, Utah, as Settlor; and STEVEN W. BENNETT; MONTE M. DEERE, of Utah County, Utah; and PAUL M. JOHNSON, of Utah County, Utah, as Trustees;
and

WHEREAS, ARTICLE 5 of the Trust Agreement, as amended, reads, in pertinent part, as follows:

5.01 Establishment of the Board. The Trustees shall constitute the Board of Trustees ("Board"). The business and affairs of the Trust shall be managed by the Board. The Board has the authority, power, and discretion of the Trustee as described herein. The Board has the authority to determine from time to time, by written resolution, by-laws, or both, (a) the number, tenure, and qualifications of the members of the Board; (b) the procedure for filling vacancies of the Board; (c) procedures under which a member of the Board may resign or be removed; (d) when and where to hold meetings of the Board, procedures for giving notice of such meetings to the members of the Board, and whether to allow participation in such meetings electronically; (e) requirements for constituting a quorum at a meeting of the Board; (f) rules for voting at a meeting of the Board and whether proxy votes will be accepted; (g) procedures for taking action without a meeting of the Board; and (h) procedures for appointing executive and other committees, whether within or without the Board;


and,

WHEREAS, by "First Amendment of the Trust Agreement, Appointment of the Initial Board, and Resignation and Appointment of Trustees For Philanthropy International," dated the 15th day of March, 2000, STEVEN W. BENNETT, MONTE M. DEERE, and PAUL M. JOHNSON resigned as the initial Trustees of the trust, and appointed GLENN O. SIMMONS, of Utah County, Utah, DUKE DRAEGER, of Los Angeles County, California (also known as Duaine Draeger), and TRACY J. HARASKIN, of San Bernardino County, California, as successor trustees,

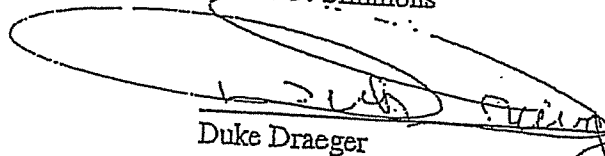
NOW, THEREFORE, the undersigned GLENN O. SIMMONS, DUKE DRAEGER, AND TRACY J. HARASKIN, on the date hereinabove first written, hereby:

1. Accept their appointment as successor trustees of the Trust, upon the condition and understanding that they are not liable or responsible to any extent for previous actions, inactions, or both, of the initial Trustee and that the Trust, the initial Trustees personally, or both will indemnify and hold them harmless for all such actions and inactions.
2. Appoint themselves as the Board referred to in ARTICLE 5.

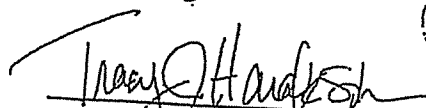
IN WITNESS WHEREOF, the undersigned hereby execute this acceptance of appointment as successor Trustees.



Glenn O. Simmons



Duke Draeger



Tracy J. Haraskin

Kx Date/Time NOV-05-2004(FRI) 14:11

8018028931

P.002

11/05/2004 14:42 8018028931

PREMIER ADMIN

PAGE 02

NOV-03-2004(WED) 14:26

(FAX)909 824 4050

P.002/002

Glenn O. Simmons

Premier Administration, LLC
574 East 1400 South/ PO Box 970367
Orem, UT 84097
801.802.8930

SENT CERTIFIED - RETURN RECEIPT REQUESTED

May 4, 2004 *GS*

Philanthropy International
Duane Draeger, Trustee
Tracy Haraksin, Trustee
5050 Palo Verde Street
Monte Clair, CA 91763

Re: Philanthropy International

Dear Trustees:

As of the date of this letter, I give official notice of my decision to resign as a trustee of Philanthropy International. It has been a pleasure to work as a trustee of this fine foundation. I have truly appreciated the opportunity to serve as a trustee of Philanthropy International. My best wishes in your continued efforts to assist others through your philanthropic efforts.

Sincerely,



Glenn O. Simmons
Trustee

GS/an

ACCEPTANCE OF APPOINTMENT BY
SUCCESSOR TRUSTEES

MADE this 15 day of MAY, 04.

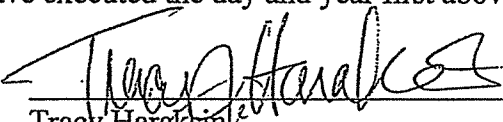
WITNESSETH:

WHEREAS, PHILANTHROPY INTERNATIONAL is a trust created by agreement dated December 16, 1999; and its current Trustees are Glenn Simmons, Duke Draeger, and Tracy Haraksin.

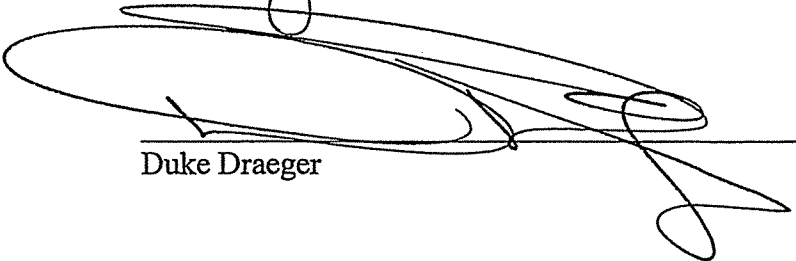
NOW THEREFORE, the Trustees hereby exercise their powers, authority, and discretion under the Trust Agreement Article 5 as follows:

1. To appoint Pete Altman, Sacramento, CA to the Board referred to in the Trust Agreement.
2. To accept the resignation dated 5/4/04 of Glenn Simmons, of Orem, Utah, from the Board of Trustees.

IN WITNESS WHEREOF, we, as the Trustee and Board of
PHILANTHROPY INTERNATIONAL have executed the day and year first above written.



Tracy Haraksin



Duke Draeger

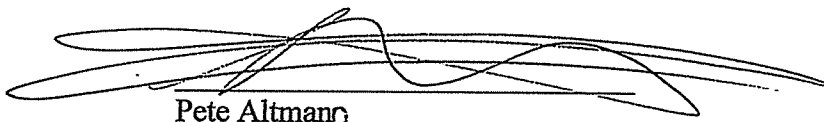
ACCEPTANCE OF TRUSTEE
APPOINTMENT

MADE this 27 day of MAY, 2005

WITNESSETH:

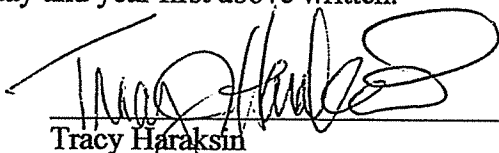
WHEREAS, PHILANTHROPY INTERNATIONAL is a trust created by agreement dated December 16, 1999;

NOW THEREFORE, I, Pete Altmann of Sacramento, CA. hereby accept the appointment as Trustee of the Board referred to in the Trust Agreement, joining Duke Draeger and Tracy Haraksin.

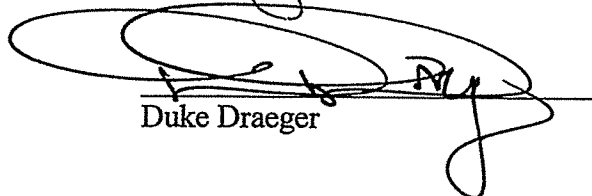


Pete Altmann

IN WITNESS WHEREOF, WE, AS Trustees and Board of PHILANTHROPY INTERNATIONAL, have executed the day and year first above written.



Tracy Haraksin

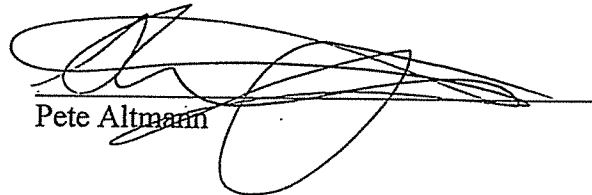


Duke Draeger

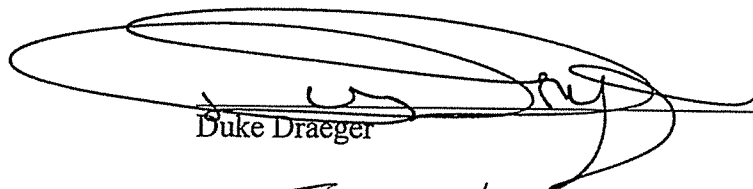
NOW, THEREFORE, the undersigned PETE ALTMANN, on the date hereinabove first written, hereby:

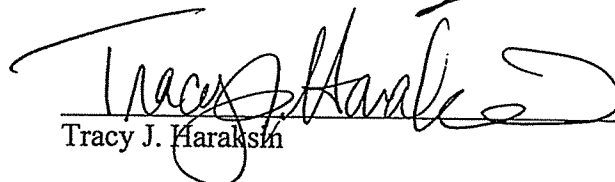
1. Accept the appointment as successor trustee of the Trust, upon the condition and understanding that he/she is not liable or responsible to any extent for previous actions, inactions, or both, of the initial Trustees and/or the Trust, and the Trust or initial Trustees personally, or both will indemnify and hold them harmless for all such actions and inactions.
2. Appoint in addition to the Board referred to in ARTICLE 5.

IN WITNESS WHEREOF, the undersigned hereby execute this acceptance of appointment as successor Trustee.


Pete Altmann

NOW, THEREFORE, the undersigned DUKE DRAEGER and TRACY J. HARAKSIN, accept PETE ALTMANN as a trustee.


Duke Draeger


Tracy J. Haraksin

N. PETER ALTMANN
8270 Winterhawk Lane
Granite Bay, CA 95746
W = (916) 920-5251, H = (916) 791-3635

October 5, 2009 – Faxed C/O Duke Draeger, (909) 625-3023

TO: Board of Trustees of Philanthropy International

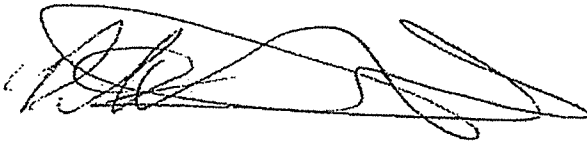
FROM: N. Peter Altmann

SUBJECT: Board and Trustee resignation.

Pursuant to earlier discussions, please accept this as my resignation as a Trustee and Board member of Philanthropy International.

Other commitments have made it such that continuing would not be practical.

Thank you for your understanding and I wish PI all the best in its future.



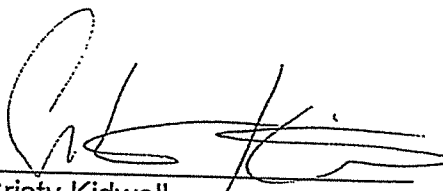
ACCEPTANCE OF TRUSTEE
APPOINTMENT

MADE this 5th day of October, 2009,

WITNESSETH:


WHEREAS, PHILANTHROPY INTERNATIONAL is a trust created by agreement dated December 16, 1999;

NOW THEREFORE, I, Cristy Kidwell, Claremont, CA. hereby accept the appointment as Trustee of the Board referred to in the Trust Agreement, joining Duke Draeger and Tracy Haraksin.

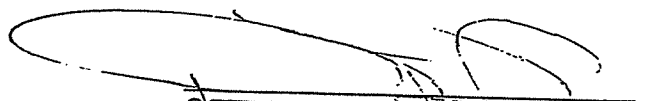


Cristy Kidwell


IN WITNESS WHEREOF, WE, AS Trustees and Board of PHILANTHROPY INTERNATIONAL, have executed the day and year first above written.



Chairperson, Tracy Haraksin



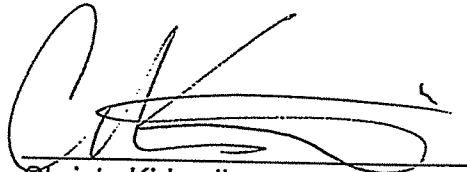
Secretary, Duke Draeger



NOW, THEREFORE, the undersigned Cristy Kidwell, on the date hereinabove first written, hereby:

1. Accept the appointment as successor trustee of the trust, upon the condition and understanding that he/she is not liable or responsible to any extent for previous actions, inactions, or both, of the initial Trustees and/or the Trust, and the Trust of initial Trustees personally, or both will indemnify and hold them harmless for all such actions and inactions.
2. Appoint in addition to the Board referred to in ARTICLE 5.

IN WITNESS WHEREOF, the undersigned hereby execute this acceptance of appointment as successor Trustee.

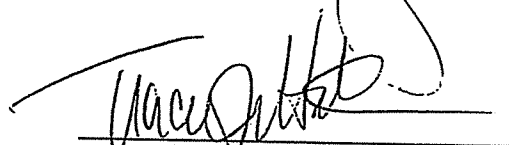


Christy Kidwell

NOW, THEREFORE, the undersigned DUKE DRAEGER and TRACY J HARAKSIN, accept Cristy Kidwell as trustee.



Duke Draeger



Tracy J. Haraksin

Cristy Kidwell
335 Alamosa Drive
Claremont, CA 91711

May 10, 2017

Duke Draeger
Director of Operations
Philanthropy International
333 N. Indian Hill Blvd
Claremont, CA 91711

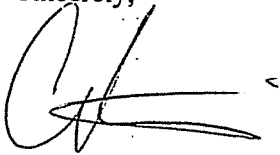
Philanthropy International Board of Trustees,

I would like to inform you that I am resigning from my position as Trustee for the Philanthropy International Board of Trustees, effective May 15, 2017.

I appreciate the opportunities I've had while I was with Philanthropy International and thank you for the support you have provided me during my six years with the company.

If I can be of any assistance during this transition, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to be 'Cristy Kidwell', written over a horizontal line.

Cristy Kidwell

Tracy Haraksin
1414 Winston Court
Upland, CA 91786

May 14, 2017

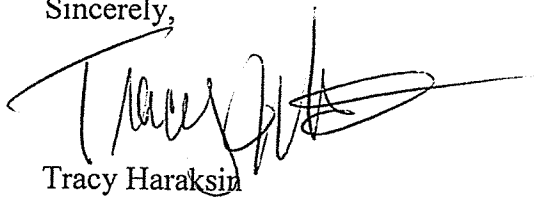
Duke Draeger
Director of Operations
Philanthropy International
333 N. Indian Hill Blvd
Claremont, CA 91711

Philanthropy International Board of Trustees,

I am presenting to you my letter of resignation from my position as Trustee for the Philanthropy International Board of Trustees. My resignation will be effective May 15, 2017. I will be remaining on the Board of Trustees as Executive Director in a non-voting member role.

Please let me know if I may be of any assistance during this time of transition.

Sincerely,



Tracy Haraksin

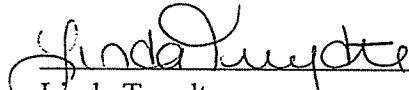
**ACCEPTANCE OF TRUSTEE
APPOINTMENT**

MADE this 16th day of May, 2017


WITNESSETH:

WHEREAS, PHILANTHROPY INTERNATIONAL is a trust created by agreement
Dated December 16, 1999:

NOW THEREFORE, I, Linda Treydte of Glendora, CA, hereby accept the
Appointment as Trustee of the Board referred to in the Trust Agreement, joining Duke
Draeger.


Linda Treydte

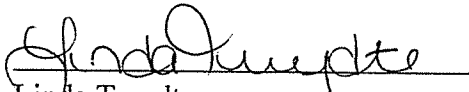
IN WITNESS WHEREOF, I, AS Trustee and Board of PHILANTHROPY
INTERNATIONAL, have executed the day and year first above written.


Duke Draeger, Secretary

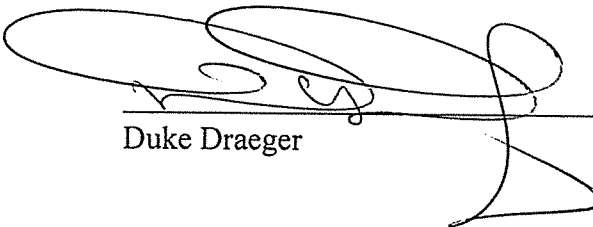
NOW, THEREFORE, the undersigned Linda Treydte, on the date hereinabove first written, hereby:

1. Accept the appointment as successor trustee of the trust, upon the condition and understanding that he/ she is not liable or responsible to any extent for previous actions, inactions, or both, of the initial Trustees and / or the Trust, and the Trust of initial Trustees personally, or both will indemnify and hold them harmless for all such actions and inactions.
2. Appoint in addition to the Board referred to in Article 5.

IN WITNESS WHEREOF, the undersigned hereby execute this acceptance of Appointment as successor Trustee.


Linda Treydte

NOW, THEREFORE, the undersigned DUKE DRAEGER, accepts Linda Treydte as trustee.


Duke Draeger

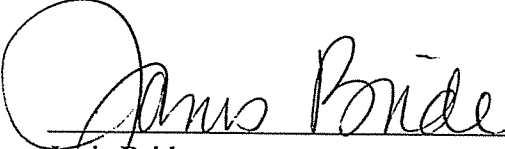
**ACCEPTANCE OF TRUSTEE
APPOINTMENT**

MADE this 18th day of May, 2017

WITNESSETH:


WHEREAS, PHILANTHROPY INTERNATIONAL is a trust created by agreement Dated December 16, 1999:

NOW THEREFORE, I, Janis Bride of La Verne, CA, hereby accept the Appointment as Trustee of the Board referred to in the Trust Agreement, joining Duke Draeger and Linda Treydte.



Janis Bride

IN WITNESS WHEREOF, I, AS Trustee and Board of PHILANTHROPY INTERNATIONAL, have executed the day and year first above written.



Duke Draeger - Secretary

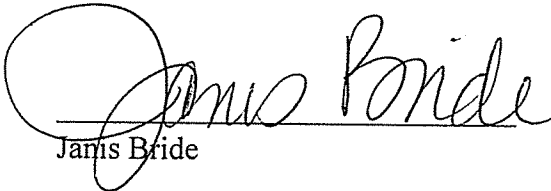


Linda Treydte - Trustee

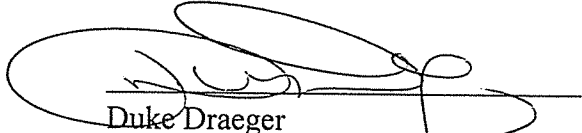
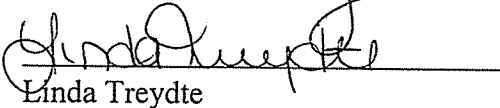
NOW, THEREFORE, the undersigned Janis Bride, on the date hereinabove first written, hereby:

1. Accept the appointment as successor trustee of the trust, upon the condition and understanding that he/ she is not liable or responsible to any extent for previous actions, inactions, or both, of the initial Trustees and / or the Trust, and the Trust of initial Trustees personally, or both will indemnify and hold them harmless for all such actions and inactions.
2. Appoint in addition to the Board referred to in Article 5.

IN WITNESS WHEREOF, the undersigned hereby execute this acceptance of Appointment as successor Trustee.


Janis Bride

NOW, THEREFORE, the undersigned DUKE DRAEGER and Linda Treydte accepts Janis Bride as trustee.


Duke Draeger

Linda Treydte