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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

TRUSTEE'S AFFIDAVIT AND CERTIFICATE
TRUST IN FULL FORCE AND EFFECT

Recorder's Cover Sheet

Preparer Information:

William D. Werger, 401 East Main Street, Manchester, (563) 927-5920

Taxpayer Information:

Doran Zumbach, Trustee
3278 110th Avenue
Coggon, IA 52218

Return Address

William D. Werger, Attorney at Law
401 East Main Street
Manchester, IA 52057

Grantors:

Earl and Edna Zumbach Revocable Trust

Grantees:

Doran J. Zumbach, Successor Trustee of the Earl and Edna Zumbach Revocable Trust

Legal Description:

Document or instrument number if applicable:

TRUSTEE'S AFFIDAVIT AND CERTIFICATE

TRUST IN FULL FORCE AND EFFECT

STATE OF IOWA)
)
COUNTY OF DELAWARE)

THE UNDERSIGNED AFFIANT, BEING FIRST SWORN, STATES UNDER OATH THE FOLLOWING:

1. **REVOCABLE TRUST AGREEMENT.** On February 27, 1995, Earl D. Zumbach and Edna M. Zumbach entered into that certain Earl and Edna Zumbach Revocable Trust, with Earl D. Zumbach and Edna M. Zumbach, as Trustees (the "Trust").
2. **EDNA M. ZUMBACH TRUST.** Edna M. Zumbach died on the 26th day of November, 2006. As a result of the death of Edna M. Zumbach and in accordance with the instruction of the "Trust", the Edna M. Zumbach Trust was created. A copy of the death certificate of Edna M. Zumbach is attached hereto as Exhibit A.
3. **EARL D. ZUMBACH; DEATH CERTIFICATE.** Earl D. Zumbach died on the 2nd day of February, 2009. A copy of the death certificate of Earl D. Zumbach is attached hereto as Exhibit B.
4. **SUCCESSOR TRUSTEE(S).** Under the terms of Article 9.4 of the Trust and the Fourth Amendment to the Trust, Doran J. Zumbach is successor Trustee of both the Earl and Edna Zumbach Revocable Trust and the Edna M. Zumbach Trust, and has accepted the duties of successor Trustee.
5. **TRUST IN FULL FORCE AND EFFECT; TRUSTEE'S POWERS.** Trustee hereby certifies that the Trust is currently in full force and effect. Attached hereto and by this reference incorporated herein are the first page of the Trust, Article 9 of the Trust, which contains the Trustee's powers, a copy of the signature page of the trust, and a copy of the fourth amendment to the Trust. The trust provisions not attached hereto are personal and do not modify or affect the powers of the Trustee.
6. **RELIANCE AND HOLD HARMLESS.** Trustee hereby certifies that the foregoing statements are true and correct under penalty of perjury. All persons dealing with Trustee shall be entitled to rely upon this Affidavit and Certificate, and Trustee, his heirs, successors and assigns, agree to hold such persons harmless therefore.

EXECUTED THE 5th DAY OF FEBRUARY, 2009

STATE OF IOWA)
)
COUNTY OF DELAWARE)

Doran J. Zumbach, Affiant, as Trustee.

Subscribed and sworn to by Doran J. Zumbach before me this 5th day of February, 2009.

Notary Public in and for Iowa
My Commission Expires: 02-22-2011

(SEAL)

CHRISTY K. RIEGER
COMMISSION NO. 733084
MY COMMISSION EXPIRES
2-22-2011

REVOCABLE TRUST AGREEMENT

This Agreement is made on FEBRUARY 27, 1995, between EARL D. ZUMBACH and EDNA M. ZUMBACH, "Trustors," and EARL D. ZUMBACH and EDNA M. ZUMBACH, "Trustees," and shall be known as the EARL AND EDNA ZUMBACH REVOCABLE TRUST, DATED FEBRUARY 27, 1995 (the "Trust"), a non-court-reporting trust.

ARTICLE 1. FAMILY

Family. Trustors' family consists of Trustors' seven children: DORAN J. ZUMBACH; JUDY M. HANNES; MARILYN J. LOAN; JOLENE S. ALLEN; DOROTHEA K. BRAZINA; DENISE E. ZUMBACH; and DANIEL E. ZUMBACH.

ARTICLE 2. THE TRUST ESTATE

Trustee acknowledges receipt of the separate property of Trustor, EARL D. ZUMBACH, described in the attached Schedule A, and the separate property of Trustor, EDNA M. ZUMBACH, described in the attached Schedule B, which, together with any other property hereafter transferred to Trustee, and accepted by Trustee, shall constitute the "trust estate" and shall be administered by Trustee as provided in this instrument. Trustee shall maintain the separate identity of the Trustors' separate property, which property may be held in undivided interests and need not be physically segregated. Any property transferred to Trustee and not listed on either Schedule A or B, shall be considered allocated one-half to each such Schedule A and B, absent other sufficient evidence to the contrary, and shall constitute a part of such Trustor's separate property. The transfer of either Trustor's separate property to Trustee which is allocated hereunder as the other Trustor's separate property, shall constitute a completed gift to that Trustor and shall constitute a part of such Trustor's separate property hereunder.

ARTICLE 3. PROVISIONS OF REVOCABILITY

3.1 **Reservation of Rights While Both Trustors Are Living.** While both Trustors are living, each Trustor shall have the right with respect to his or her separate property:

(a) To revoke this instrument in its entirety,

(b) To partially revoke or modify this instrument,

(c) To withdraw from the operation of the trust any part or all of the respective Trustor's share of the trust estate,

(d) To transfer to Trustee additional property acceptable to Trustee for administration as a part of the trust estate.

ARTICLE 9. GENERAL ADMINISTRATIVE PROVISIONS

The following provisions shall be applicable to the various trusts in this instrument, except that the specific provisions of a trust shall be controlling in the event of any conflict.

9.1 **Powers of Trustee.** Trustors grants to Trustee the continuing, absolute, discretionary power to deal with any property, real or personal, held in the trust estate or in any trust or to purchase or otherwise acquire any property, real or personal wherever located, as freely as Trustors might in the handling of Trustors' own affairs, including the full and complete power and authority to sell, mortgage, convey, distribute and otherwise dispose of all property being administered by Trustee. In addition, Trustee shall have all of the power, authority, and discretion given a trustee under the laws of the State of Iowa on this date. Such powers may be exercised independently and without the prior approval of any court or judicial authority, and no person dealing with Trustee shall be required to inquire into the propriety of any of Trustee's actions. Furthermore, Trustee may do the following:

(a) **Business Continuation; Delegation of Discretionary Powers.** Trustee may retain and continue the operation, at the risk of the trust estate, of any farm, business, or business property. The resulting proceeds and losses shall be attributed to the trust estate and not to Trustee. Trustee may delegate to others such duties, powers (including discretionary powers), and authority as Trustee thinks necessary or proper.

(b) **Agents and Attorneys.** Trustee may employ agents and attorneys as Trustee thinks necessary or desirable for the proper administration of the trust or for any litigation, controversy, or uncertainty which may arise in connection with the trust. Trustee may pay reasonable compensation to agents and attorneys for their services and be fully protected in relying on advice of legal counsel.

(c) **Purchase of Probate Property; Loans.** Trustee may purchase any property of Trustors' probate estate with trust funds at fair market value at time of purchase. Trustee may make loans or advancements, secured or unsecured, to the personal representative of Trustors' probate estate. Trustee may borrow money for any purpose from any bank, savings & loan association, credit union or any other lending agency, service or organization, including Farm Credit Services, and Trustee may secure any such loan or loans by a pledge or mortgage of the assets of the Trust.

(d) **Insurance Proceeds.** Trustee may receive insurance proceeds and administer and distribute them as principal according to this instrument.

(e) **Purchase Public and Private Partnerships; Margin; Options; Sell Short.** Trustee may purchase public and private partnerships and may issue, sign and execute Promissory Notes with respect thereto. Trustee may purchase and sell securities on margin. Trustee may purchase and sell options, either covered or uncovered. Trustee may sell short with respect to both stocks and bonds.

(f) **Banking Transactions.** Each Trustor hereby delegates to the other Trustor the power and authority to enter into any banking transactions as that Trustor's agent on behalf of both Trustors. This provision permits either Trustor acting alone to sign checks and enter into any banking transactions fully binding upon the trust estate as if both Trustors had participated in such transaction.

9.2 **Directions to Trustee.** In addition to written directions, Trustee is entitled to rely upon directions given in person, by telephone, telegraph, telex, cable or otherwise. A person giving any direction to Trustee shall give written confirmation of any such direction when requested by Trustee.

9.3 **Trustee's Fees and Expenses.** Trustee shall be entitled to compensation for the acceptance and administration of the trust and for the payments and distributions made by Trustee. Trustee is entitled to extra compensation for unusual or extraordinary services. The amount of compensation shall be in accordance with fees charged by trustees generally in the community for similar services. Trustee shall be reimbursed for all expenses reasonably incurred in administering the trust.

9.4 **Resignation of Trustee; Appointment of Successor Trustee.** EARL D. ZUMBACH and EDNA M. ZUMBACH are the initial Trustees. If both EARL D. ZUMBACH and EDNA M. ZUMBACH at any time decline to serve, fail to serve or are unable to serve as Trustee, DORAN J. ZUMBACH and MARILYN J. LOAN shall be Co-Trustees. Either Co-Trustee shall have the right to serve as the sole Trustee if the other Co-Trustee at any time declines, fails or is unable to serve as a Co-Trustee.

One Co-Trustee may delegate by revocable delegation to the other Co-Trustee the right to execute documents on behalf of both Co-Trustees, which transactions shall be binding upon the trust estate to the same extent and with the same force as if signed by both Co-Trustees. The intent of this provision is to permit one Co-Trustee to sign documents for both Co-Trustees as a matter of convenience. No person dealing with one Co-Trustee shall be held accountable for the actions taken by that Co-Trustee if, at the time of any act taken pursuant to this delegation, such person had not received actual knowledge or written notice of the revocation of such delegation.

Any Trustee may accept the duties of Trustee or resign as Trustee, without court proceedings, by giving written notice to that effect to Trustors if they are both then living, or to the survivor of them if only one of them is then living, or to each adult income beneficiary of the trust if neither Trustor is then living. A majority of the adult income beneficiaries and the guardians of the minor income beneficiaries of the trust shall have the right, without court proceedings, to appoint a successor trustee in the event of a vacancy.

9.5 **Limitation on Powers.** Trustee shall not use the proceeds from life insurance or from qualified pension or profit sharing plans directly to pay estate or inheritance taxes or administration expenses. If Trustee is the Trustee of any trust for whom the beneficiary of which Trustee has the legal obligation of support, that Trustee shall not make any discretionary distributions to such beneficiary. In that event, a special trustee designated as provided in Article 9.4 shall be appointed to consider and make such distributions.

9.6 **Definition of Education.** The term "education" shall include college, university, graduate school, and all other types of general or special educational or vocational training, as well as elementary, secondary, and preparatory schooling.

9.7 **Definition of Disability.** Disability shall include the inability to manage property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance. Medically related disability shall be determined by the certification of two physicians.

9.8 **Transfer of Beneficial Interests.** The interest of any beneficiary in the income or principal (a) shall not be subject to claims of creditors or others, or to legal process, and (b) shall not be assigned, alienated or encumbered, except that the surviving Trustor may assign or transfer an income interest in the Trust for Property of Deceased Spouse, Article 6. This provision shall not prevent a beneficiary from exercising a power of appointment or disclaiming an interest.

9.9 **In Terrorem.** If any person in any manner, directly or indirectly, contests or attacks this Trust in any of its provisions, any share or interest in the trust estate to which such contesting person is or would become entitled under this Trust, is hereby revoked and such contesting person shall take in lieu thereof the sum of Ten and No/100 Dollars ($10.00).

9.10 **Survivorship Presumption.** If Trustors die simultaneously or under circumstances under which it is impossible to determine who survived whom, it shall be presumed

that Trustor EDNA M. ZUMBACH survived Trustor EARL D. ZUMBACH.

9.11 **Merger of Similar Trusts.** If Trustee is trustee of two or more trusts, under this or any other instrument, which are to fulfill similar purposes for the same beneficiary or beneficiaries, Trustee may merge any two or more of such trusts.

9.12 **Unspecified Property Received by Trustee.** Any property received by Trustee, which is not specifically allocated to a particular trust or for a particular purpose, shall be distributed or allocated in accordance with the provisions of Article 5.1.

9.13 **Law Governing; Savings Clause.** This instrument shall be governed by the laws of the State of Iowa. Any provision prohibited by law or unenforceable shall not affect the remaining provisions of this instrument.

* * *

EXECUTED BY TRUSTORS AND TRUSTEES ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

TRUSTOR:

Earl D. Zumbach
EARL D. ZUMBACH

TRUSTOR:

Edna M. Zumbach
EDNA M. ZUMBACH

TRUSTEE:

Earl D. Zumbach
EARL D. ZUMBACH

TRUSTEE:

Edna M. Zumbach
EDNA M. ZUMBACH

STATE OF IOWA)
)ss.
COUNTY OF DELAWARE)

THIS IS TO CERTIFY that on this 27th day of FEBRUARY, 1995, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared EARL D. ZUMBACH and EDNA M. ZUMBACH, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged to me that they executed the same as their voluntary act and deed.

Martin R. Anderson
Notary Public in and for Iowa

My Commission Expires: 9-20-96

MARTIN R. ANDERSON (SEAL) Iowa NOTARIAL SEAL

FOURTH AMENDMENT TO THE EARL D. AND EDNA M. ZUMBACH REVOCABLE TRUST DATED FEBRUARY 27, 1995

Now on this 21 day of June, 2007, Earl D. Zumbach, as the surviving Trustor of the Earl D. and Edna M. Zumbach Revocable Trust dated February 27, 1995, and as the current Trustee of said trust, hereby makes the following revisions to said trust.

RECITALS

A. Earl D. Zumbach is the sole and surviving Trustor and Trustee of the Earl D. and Edna M. Zumbach Revocable Trust, Dated February 27, 1995 (the "Trust"), wherein Trustor reserved the right, under Articles 3.1 and 3.2 of the Trust, to revoke or modify the Trust.

B. Trustor desires to amend Article 9.4 to remove Marilyn J. Loan as a successor Co-Trustee and add Daniel E. Zumbach as a successor trustee to Doran J. Zumbach and Trustee is agreeable to such amendment.

AMENDMENT

Article 9.4 of the Trust is hereby amended by deleting said Article in its entirety and substituting the following:

Article 9.4 Resignation of Trustee; Appointment of Successor Trustee. EARL D. ZUMBACH is the current Trustee. If EARL D. ZUMBACH at any time declines to serve, fails to serve or is unable to serve as Trustee, DORAN J. ZUMBACH shall serve as Trustee. If DORAN J. ZUMBACH at any time declines to serve, fails to serve or is unable to serve as Trustee DANIEL E. ZUMBACH shall become trustee.

Any Trustee may accept the duties of Trustee or resign as Trustee, without court proceedings, by giving written notice to that effect to Trustors if they are both then living, or to the survivor of them if only one of them is then living, or to each adult income beneficiary of the trust if neither Trustor is then living. A majority of the adult income beneficiaries and the guardians of the minor income beneficiaries of the trust shall have the right, without court proceeding, to appoint a successor trustee in the event of a vacancy.

* * *

ALL OTHER TERMS AND PROVISIONS OF THE TRUST SHALL REMAIN IN FULL FORCE AND EFFECT.

EXECUTED BY TRUSTOR AND TRUSTEE ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

TRUSTOR:

Earl D. Zumbach
EARL D. ZUMBACH

TRUSTEE:

Earl D. Zumbach
EARL D. ZUMBACH

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

THIS IS TO CERTIFY that on this 21 day of June, 2007, before me, the undersigned, a notary Public in and for the State of Iowa, personally appeared EARL D. ZUMBACH, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged to me that he executed the same as his voluntary act and deed for the purposes expressed herein.

Notary Public in and for the State of Iowa

(SEAL)

My Commission Expires: 3/24/2010

CERTIFICATE OF VITAL RECORD

STATE OF IOWA

County Record
Certificate of Death

EXHIBIT A

Certificate No. 11/349-1

DECEDENT'S NAME Edna Margaret Zumbach
DATE OF DEATH November 26, 2006 TIME OF DEATH 10:00:00 AM AUTOPSY No
SEX Female Date of Birth February 04, 1929
AGE 77 Under 1yr,mos/days X ___ Under 1day,hrs/min X ___
PLACE OF DEATH Delaware (County) Manchester (City,Town or Location)
Regional Medical Center (Facility or Residence)
HISPANIC ORIGIN No RACE White EDUCATION 12
SOC.SEC.# [redacted] VETERAN No
BIRTH PLACE Rural Langworthy (City) IA/USA (State/Foreign Country) CITIZENSHIP USA (Country)
MARITAL STATUS Married
SURVIVING SPOUSE Earl Zumbach
INDUSTRY Family OCCUPATION Homemaker
RESIDENCE Iowa/USA (State) Delaware (County) Manchester (City,Town or Location)
FATHER'S NAME John Kray
MOTHER'S NAME Emma Poppe
INFORMANT Earl Zumbach
BURIAL Burial (Method) Oakland Cemetery (Place)
Manchester (City) IA/USA (State)
FUNERAL HOME Leonard-Muller Funeral Home & Crematory
DIRECTOR Brian A. Muller LICENSE# 2387
ATTENDING PHYSICIAN Craig B. Thompson CERTIFIER Dr. Craig B. Thompson
MANNER OF DEATH Natural
IMMEDIATE CAUSE OF DEATH Sepsis
DUE TO (Consequence of) Unknown
DUE TO (Consequence of) X
DUE TO (Consequence of) X

Date Received by Registrar December 01, 2006

"X" indicates not shown on record

NOTATIONS
X

This is to certify that this is a true and correct reproduction of the original record as recorded in this office, issued under authority of Chapter 144, Code of Iowa.
This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

DEC 1 2006 (DATE ISSUED) BY Melissa L. Pilgrim (COUNTY REGISTRAR OF VITAL RECORDS) OF DELAWARE (COUNTY)

C2319114

FORM #588-0328C (01/2005) **WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY**

MIDWEST BANK NOTE COMPANY — ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

STATE OF IOWA

CERTIFICATION OF VITAL RECORD

STATE OF IOWA

County Record

Exhibit B

Certificate of Death

Certificate No. 12/112-1

DECEDENT'S NAME Earl Doran Zumbach
DATE OF DEATH February 02, 2009 TIME OF DEATH 07:50:00 AM AUTOPSY No
SEX Male Date of Birth February 09, 1927
AGE 81 Under 1yr,mos/days x x Under 1day,hrs/min x
PLACE OF DEATH Delaware (County) Manchester (City,Town or Location)
Good Neighbor Home (Facility or Residence)
HISPANIC ORIGIN No RACE White EDUCATION 12
SOC.SEC.# [redacted] VETERAN No
BIRTH PLACE Coggon (City) IA/USA (State/Foreign Country) CITIZENSHIP USA (Country)
MARITAL STATUS Widowed
SURVIVING SPOUSE x
INDUSTRY Agriculture OCCUPATION Farmer
RESIDENCE IA/USA (State) Delaware (County) Manchester (City,Town or Location)
FATHER'S NAME Albert Zumbach
MOTHER'S NAME Lena Messerli
INFORMANT Doran Zumbach
BURIAL Burial (Method) Oakland Cemetery (Place)
Manchester (City) IA/USA (State)
FUNERAL HOME Leonard-Muller Funeral Home
DIRECTOR Brian A. Muller LICENSE# 2387
ATTENDING PHYSICIAN Dr. Craig B. Thompson CERTIFIER Dr. Craig B. Thompson
MANNER OF DEATH Natural
IMMEDIATE CAUSE OF DEATH Gastrointestinal bleed with severe anemia
DUE TO (Consequence of) x
DUE TO (Consequence of) x
DUE TO (Consequence of) x
OTHER SIGNIFICANT CONDITIONS Congestive heart failure

Date Received by Registrar February 05, 2009

"X" indicates not shown on record

NOTATIONS
X

This is to certify that this is a true and correct reproduction of the original record as recorded in this office, issued under authority of Chapter 144, Code of Iowa.
This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

FEB 5 2009 (DATE ISSUED) BY [signature] (COUNTY REGISTRAR OF VITAL RECORDS) OF DELAWARE (COUNTY)

C2876483

FORM #588-0328C (07/2007) **WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY**

THE GREAT SEAL OF THE STATE OF IOWA — OUR LIBERTIES / OUR RIGHTS / WE WILL MAINTAIN

COUNTY REGISTRAR — IOWA — REGISTRATION OF VITAL STATISTICS

MIDWEST BANK NOTE COMPANY

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE