

1986

Maxine Tate Grimm, individually and as
Supervised Personal Representative of the Estate of
Edward Miller Grimm; Linda Grimm; Edward
Miller Grimm II; and e. Lavar Tate, as Supervised
Personal Representative of the Estate of Edward
Miller Grimm v. Ethel Grimm Roberts, Rex
Roberts, Juanita Grimm Morris, and Juanita Kegley
Grimm : Brief of Appellant

Utah Supreme Court

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Recommended Citation

Brief of Appellant, *Grimm v. Roberts*, No. 860262.00 (Utah Supreme Court, 1986).

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IN THE SUPREME COURT OF THE STATE OF UTAH

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CKET NO. **860262-CA**
In the Matter of the Estate of
~~EDWARD MILLER GRIMM~~

Deceased.

MAXINE TATE GRIMM, individually
and as Supervised Personal
Representative of the Estate of
Edward Miller Grimm; LINDA
GRIMM; EDWARD MILLER GRIMM II;
and E. LAVAR TATE, as Supervised
Personal Representative of the
Estate of Edward Miller Grimm,

Plaintiffs-Appellants,

vs.

ETHEL GRIMM ROBERTS, REX ROBERTS,
JUANITA GRIMM MORRIS, and
JUANITA KEGLEY GRIMM,

Defendants-Respondents.

Case No. 860262

ADDENDUM
BRIEF OF APPELLANTS

APPEAL FROM JUDGMENT OF THE THIRD JUDICIAL
DISTRICT COURT OF TOOELE COUNTY, STATE OF UTAH
HONORABLE JOHN A. ROKICH

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Appellants

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IN THE SUPREME COURT OF THE STATE OF UTAH

In the Matter of the Estate of)
EDWARD MILLER GRIMM,)
)
Deceased.)
)
MAXINE TATE GRIMM, individually)
and as Supervised Personal)
Representative of the Estate of)
Edward Miller Grimm; LINDA)
GRIMM; EDWARD MILLER GRIMM II;)
and E. LAVAR TATE, as Supervised)
Personal Representative of the)
Estate of Edward Miller Grimm,)
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Plaintiffs-Appellants,)
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vs.)
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ETHEL GRIMM ROBERTS, REX ROBERTS,)
JUANITA GRIMM MORRIS, and)
JUANITA KEGLEY GRIMM,)
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Tab 1

Part 11

Compromise of Controversies

75-3-1101. Effect of approval of agreements involving trusts, inalienable interests, or interests of third persons.—A compromise of any controversy as to admission to probate of any instrument offered for formal probate as the will of a decedent, the construction, validity, or effect of any probated will, the rights or interests in the estate of the decedent, any successor, or the administration of the estate, if approved in a formal proceeding in the court for that purpose, is binding on all the parties thereto, including those unborn, unascertained, or who could not be located. An approved compromise is binding even though it may affect a trust or an inalienable interest. A compromise does not impair the rights of creditors or of taxing authorities who are not parties to it.

History: C. 1953, 75-3-1101, enacted by L. 1975, ch. 150, § 4.

Collateral References.

Compromise and Settlement—1 et seq.; Executors and Administrators—87.

15A C.J.S. Compromise and Settlement § 1 et seq.; 33 C.J.S. Executors and Administrators § 181.

31 Am. Jur. 2d 135, Executors and Administrators § 258; 80 Am. Jur. 2d 217, Wills § 1099.

Also see Am. Jur. 2d, New Topic Service, Uniform Probate Code.

Claim against estate, power and responsibility of executor or administrator to compromise, 72 A. L. R. 2d 243.

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Death: power and responsibility of executor or administrator as to compromise or settlement of action or cause of action for death, 72 A. L. R. 2d 285.

Intestate estate, family settlement of, 29 A. L. R. 3d 174.

Tab 2

75-3-1102. Procedure for securing court approval of compromise.—

(1) The procedure for securing court approval of a compromise is as follows:

(a) The terms of the compromise shall be set forth in an agreement in writing which shall be executed by all competent persons and parents acting for any minor child having beneficial interests or having claims which will or may be affected by the compromise. Execution is not required by any person whose identity cannot be ascertained or whose whereabouts is unknown and cannot reasonably be ascertained.

(b) Any interested person, including the personal representative or a trustee, then may submit the agreement to the court for its approval and for execution by the personal representative, the trustee of every affected testamentary trust, and other fiduciaries and representatives.

(c) After notice to all interested persons or their representatives, including the personal representative of the estate and all affected trustees of trusts, the court, if it finds that the contest or controversy is in good faith and that the effect of the agreement upon the interests of persons represented by fiduciaries or other representatives is just and reasonable, may make an order approving the agreement and directing all fiduciaries under its supervision to execute the agreement.

Minor children represented only by their parents may be bound only if their parents join with other competent persons in execution of the compromise. Upon the making of the order and the execution of the agreement, all further disposition of the estate is in accordance with the terms of the agreement.

History: C. 1953, 75-3-1102, enacted by L. 1975, ch. 150, § 4.

Editorial Board Comment.

This section and the one preceding it outline a procedure which may be initiated by competent parties having beneficial interests in a decedent's estate as a means of resolving controversy concerning the estate. If all competent persons with beneficial interests or claims which might be affected by the proposal and parents properly representing interests of their children concur, a settlement scheme differing from that otherwise governing the devolution may be substituted. The procedure for securing representation of minors and unknown or missing persons with interests must be followed. See section 75-1-403. The ultimate control of the question of whether the substitute proposal shall be accepted is with the court which must find: "that the contest or controversy is in good faith and that the effect of the agreement upon the interests of parties represented by fiduciaries is just and reasonable."

The thrust of the procedure is to put the authority for initiating settlement proposals with the persons who have beneficial interests in the estate, and to prevent executors and testamentary

trustees from vetoing any such proposal. The only reason for approving a scheme of devolution which differs from that framed by the testator or the statutes governing intestacy is to prevent dissipation of the estate in wasteful litigation. Because executors and trustees may have an interest in fees and commissions which they might earn through efforts to carry out testator's intention, the judgment of the court is substituted for that of such fiduciaries in appropriate cases. A controversy which the court may find to be in good faith, as well as concurrence of all beneficially interested and competent persons and parent-representatives provide prerequisites which should prevent the procedure from being abused. Thus, the procedure does not threaten the planning of a testator who plans and drafts with sufficient clarity and completeness to eliminate the possibility of good faith controversy concerning the meaning and legality of his plan.

See section 75-1-403 for rules governing representatives and appointment of guardians ad litem.

These sections are modeled after Section 93 of the Model Probate Code. Comparable legislative provisions have proved quite useful in Michigan. See M.C.L.A. §§ 702.45-702.49.

Tab 3

In the Matter of the Estate :
of EDWARD MILLER GRIMM, Probate No. 3720.
:
Deceased.

This cause came on regularly for trial on Tuesday, the 6th day of August, 1985. Plaintiffs were represented by Daniel L. Berman, of Berman & Anderson. Defendants Roberts and Morris were represented by Harold G. Christensen and R. Brent Stephens, of Snow, Christensen & Martineau. Defendant Juanita Kegley Grimm was represented by David Eckersley, of Houpt & Eckersley. Although the principal issue in dispute was the validity of the Family Settlement Agreement, a jury was duly empaneled to try any issues appropriate for jury determination after resolution of the validity issue.

The Court and jury heard the testimony of witnesses, exhibits were offered and received into evidence, and upon both sides having rested, and motions for Directed Verdicts having been made, the Trial Court announced that his decision was that all issues were determined in favor of the defendants, whereupon the jury was discharged.

The Court being fully advised and having announced his decision, now makes and enters the following

FINDINGS OF FACT

1. On February 22, 1926, Edward Miller Grimm (GRIMM) married defendant Juanita Kegley Grimm (JUANITA). They resided in the Philippine Islands from 1926 until 1937. Two children were born of that marriage, defendant Ethel Grimm Roberts (ETHEL), born in 1928, and defendant Juanita Grimm Morris (NITA), born in 1930.

2. In 1937, defendants JUANITA, ETHEL and NITA moved to San Francisco. GRIMM remained in the Philippine Islands, and later served in the U. S. Army in the South Pacific.

3. In 1945, plaintiff Maxine Tate Grimm (MAXINE), employed as a Recreational Director by the American Red Cross, met GRIMM in the Philippines.

4. In 1947, without personally contacting JUANITA, GRIMM came to the United States and filed a Complaint for Divorce in Reno, Nevada (PX-1).

5. GRIMM came to Nevada, established residency for the sole purpose of obtaining a divorce and other than meeting the divorce residency requirement, GRIMM was never an actual resident of Nevada.

6. On June 2, 1947, a Decree of Divorce was entered, divorcing JUANITA and GRIMM (PX-3). Three weeks later, on June 25, 1947, GRIMM and MAXINE were married in Tooele, Utah.

7. Following the marriage, GRIMM and MAXINE returned to the Philippines. They maintained homes in the Philippine Islands and Tooele, Utah, which homes they would occupy when not traveling. They occupied the home in the Philippine Islands most of the time except for the last two years of GRIMM'S life when the Grimms spent more time in Tooele, Utah. GRIMM died November 27, 1977, in the Philippine Islands.

8. Two children were born to GRIMM and MAXINE, Edward Miller Grimm II (PETE), born in 1951, and Linda Grimm Lawyer (LINDA), born in 1953.

9. In 1947, ETHEL, GRIMM'S daughter by his first marriage, returned to the Philippines. She married Pat McFadden an employee of GRIMM. They had six children by that marriage. She divorced Mr. McFadden and married Rex Roberts after 1947.

10. After the Second World War, GRIMM rebuilt and developed his various businesses.

11. In 1959, GRIMM executed two wills prepared by a lawyer in California. The first will was referred to as the Non-Philippine Will (PX-6). The second will was referred to as the Philippine Will (PX-7). In general under the Philippine Will ETHEL and NITA would receive that portion of the estate to which they would be entitled under Philippine law if they were compulsory heirs. Under the Non-Philippine Will, ETHEL and NITA would receive nothing.

12. After 1959, assets situated outside the Philippines became significantly greater. In 1964, GRIMM organized Globe Investment Company, essentially a holding company for real properties located in the United States. In addition, Globe had a wholly-owned subsidiary, Proud Porker Ranch, a hog farm in Tooele, Utah (DX-272, PX-12). On the other hand, Luzon Stevedoring was sold in 1964 and Everett Steamship Lines in 1976, both substantial companies owned by GRIMM and Charles Parsons.

13. In the summer of 1976, GRIMM came to Utah for medical treatment. While in Utah, he caused a Trust Agreement to be prepared.

14. On July 12, 1977, GRIMM executed the Trust Agreement naming PETE Trustee and MAXINE, PETE and LINDA as beneficiaries. When the Trust Agreement was executed, the only assets purportedly transferred to the Trustee were the shares of Globe Investment Company (PX-8).

15. In July of 1977, GRIMM returned to the Philippines. He was not in good health and from September through November of 1977 his health deteriorated to the point that death was imminent.

16. On August 16, 1977, certain assignments were executed by GRIMM purporting to place most Philippine assets of GRIMM in trust (PX-14, 15).

17. It is questionable if the assignments were in fact properly delivered to the Trustee because PETE testified that he placed the assignments in his dad's safety deposit box which was in the name of E. M. Grimm. In October or November of 1977 but prior to GRIMM'S death, MAXINE took the contents out of GRIMM'S safety deposit box and placed the contents in a safety deposit box in her name. It was not until after the death of GRIMM that she placed the trustees name on the box. PETE wrote on November 14, 1977, "Before transferring them (stocks) I think we should get their (Kirton, McConkie) opinion" (DX-302).

18. As previous stated, GRIMM sold his interest in Everett Steamship Company in 1976. At the time of his death on November 27, 1977, GRIMM was owed three payments of \$984,092.31 each, due June 30, 1978, June 30, 1979, and June 30, 1980 (DX-272, p. 9). GRIMM made no effort to transfer the Everett receivable or certain land located in Daggett County, Utah, to the Trust.

19. On October 1, 1977, GRIMM entered Makati Medical Center where he remained until his death. During that time, his medical condition steadily deteriorated. Prior to October 1977, the relationship between ETHEL and REX on the one hand, and GRIMM, MAXINE, PETE and LINDA on the other hand, was cordial, friendly and close, they were all supportive and helpful of one another during GRIMM'S last illness.

20. NITA'S relationship with her father and with MAXINE, PETE and LINDA also was a good relationship.

21. In November 1977, just prior to GRIMM'S death NITA visited her father in the Makati Medical Center. Her trip from California was paid for by Maxine.

22. While NITA was in the Philippines, she also visited with Charles Parsons and his wife. Mr. Parsons was a business associate, friend, and partner of GRIMM in several business ventures located in the Philippines and in Hong Kong, including G-P & Co., FEMOLA and Hong Kong Transportation Company. During that visit, NITA was informed by Parsons that there was a trust in existence and that it was unfavorable to ETHEL and NITA.

23. During GRIMM'S last illness MAXINE had consulted with Britt McConkie, who was in the Philippine Islands for the L.D.S. Church and who was also a member of the law firm of Kirton, McConkie, Boyer and Boyle.

24. In November 1977, before GRIMM'S death, MAXINE directed PETE, who was then residing in Utah, to consult with Mr. McConkie's law firm in Utah and have documents prepared which would treat ETHEL and NITA equally with PETE and LINDA, and give MAXINE one-half of GRIMM'S Estate.

25. Pursuant to MAXINE'S direction, PETE conferred with the firm of Kirton, McConkie, Boyer & Boyle. PETE reported his conference to GRIMM, MAXINE and LINDA by letter dated November 14, 1977 (PX-302). New documents were prepared in accordance with MAXINE'S direction. These documents were sent to the Philippines but did not arrive before GRIMM'S death on November 27, 1977.

26. On December 1, 1977, the day before MAXINE and LINDA left for Tooele, Utah to attend the funeral, REX and ETHEL visited to say goodbye. At that meeting, they inquired about a will. MAXINE denied any knowledge of a will and, in her own words, "blew up." It was a very emotional time for all involved and a very emotional meeting.

27. While en route to Utah, MAXINE wrote a letter to ETHEL which said, in part:

"Dearest ETHEL -

Please forgive me for blowing up - I was so
ashamed.

. . .

I'm also sorry about all the mixup on the will bit.

. . .

Thanks so much for your support during those trying days.

Love,

Maxine" (PX-202)

The letter is indicative of MAXINE'S desire to continue harmonious family relationships with ETHEL'S family.

28. MAXINE also wrote REX, ETHEL'S husband, thanking him for all his help in the past and then. (DX-287)

29. During December 1977, the relationship between MAXINE, ETHEL, REX, NITA, LINDA and PETE was still cordial but strained due to emergence of the trust, which terms were not favorable to ETHEL and NITA. Correspondence and communications were sent and received during the month of December also showing a desire on behalf of all family members to resolve the matter amicably. (PX-75, PX-76, PX-77, PX-78)

30. ETHEL was appointed Special Administratrix by the Philippine court on January 12, 1978, which was in accord with Mr. Salisbury's recommendation. (PX-80) On January 18, ETHEL wrote MAXINE reporting her temporary appointment and informing MAXINE of the hearing date when a regular administrator would be appointed. (PX-81)

31. On January 24, 1978, ETHEL and REX visited MAXINE'S house in the Philippines and without the express permission of MAXINE removed certain valuables from the house for safekeeping. An inventory was prepared of all items removed. (PX-85, 86) After learning of the appointment and the removal of items from her home, Mr. Salisbury prepared a cable to ETHEL objecting to the appointment and made demand that items taken from the house be returned. (PX-88)

32. By January 31, 1978, Mr. Salisbury had been made aware by MAXINE of an income tax case concerning GRIMM'S taxes pending before the U. S. Tax Court, Washington, D.C., which was being handled by Mr. Bert Rand for GRIMM prior to GRIMM'S death.

33. In January and February 1978, Mr. Salisbury was informed and discussed with MAXINE the fact that for Philippine estate tax purposes, the estate of non-citizen domiciliaries of the Philippines included all property of the deceased, real or personal, tangible or intangible wherever situated, except real estate located outside the Philippines and that the tax rate was 60 percent. (PX-272)

34. In January or February 1978, Mrs. Maxine Grimm retained a lawyer in the Philippine Islands, Mr. Edgardo J. Angara. Mr. Salisbury and Mr. Angara exchanged telegrams and conversed by telephone about the numerous questions concerning the Estate,

including GRIMM'S domicile and the effect of Philippine domicile, the law of legitime by which children are compulsory heirs, and its effect on the trust, the Civil Law doctrine of collation, the assets subject to taxation in the Philippines and the doctrine of renvoi as applied to succession from persons having citizenship different from their domicile.

On February 17, 1978, Mr. Angara telegraphed Mr. Salisbury as follows:

Please advise us, therefore, whether the disposition made by the decedent in his Philippine will in accordance with Philippine law are contrary to Utah law.

(HH) We would also like to know from you whether there is a conflict of law rule in Utah providing that the law of the domicile of the decedent shall govern successional rights. If there is such a rule, and the Philippines is held to be the domicile of the decedent at the time of his death, the Philippine courts will accept the renvoi or the reference back to Philippine law, in which case the testamentary dispositions of the late Mr. Grimm in his Philippine will in accordance with the Philippine law even if inconsistent with Utah law will be valid and operative.

(II) We now turn to the legal effects of the trust agreement executed by the late Mr. Grimm. Under Philippine law, properties transferred to a trust where the trustor retains the power to revoke are included as part of the gross estate in determining the net estate subject to estate tax. Furthermore, such trust properties are subject to collation in determining the compulsory legitimes of the heirs. Thus, if the transfer in trust affects the legitimes of the heirs, such transfer shall be accordingly reduced; otherwise, the properties held by the trustee will be left intact.

(FF) Under Philippine law, the order of succession, the amount of successional rights and the intrinsic validity of the national law of the decedent, whatever may be the nature of the property and regardless of the country

wherein said property may be found, with respect to an American citizen, the applicable law will be that of the state where he is a citizen. In the case of the late Mr. Grimm, we assume that he was a citizen of the State of Utah at the time of his death.

We would like to know, therefore, the Utah law on the order of succession and the amount of successional rights, particularly whether Utah law recognizes community of property between spouses and whether the surviving spouse and the children are considered compulsory heirs and if so, the amount of their respective successional rights or what is known in civil law as compulsory legitimes.

In response to this question from Mr. Angara, Mr. Salisbury said:

It would therefore be my opinion that the Philippine Will should be governed by Philippine law even though inconsistent with the laws of the State of Utah because of the conflict of law rule referred to above. Prior to the above referred code section, Utah would have adopted the common law rule that the law of the domicile controls the validity of the Will and successional rights.

(II) With respect to the legal effect of the trust agreement, both U. S. and Utah law would be the same as the Philippine law and include the assets of the trust in the estate for death tax purposes. However, as indicated above, under Utah law the assets of the trust would not be subject to collation in determining the compulsory share of the heirs. (DX-254)

Mr. Benavince, an after the fact witness, was called as an expert to testify as to the applicability of the Philippine law in regards to this case. Mr. Benavince testified that pursuant to Article 16 of the Philippine Code that the law of the country in which the decedent is a citizen is the applicable law. However, MAXINE, having the benefit of Mr. Angara's and Mr. Salisbury's opinion did execute the family settlement agreement.

At the time of GRIMM'S death, his estate, mostly personal property, was in excess of Eight Million Dollars, with assets situated in the Philippines, in Hong Kong and in the United States. There were numerous questions to be resolved. Mr. Salisbury also corresponded with an attorney in Reno, Nevada, concerning the validity of GRIMM'S divorce and hence the validity of his marriage to MAXINE.

35. By February, 1978, Mr. Salisbury had concluded that it might be an advantage to work out a settlement for tax purposes if the trust could be left intact. (PX-254)

36. During March 1978, Mr. Salisbury talked at least five times with MAXINE about legal issues concerning this estate and the possibility of settlement. Mr. Salisbury made calculations as to what ETHEL and NITA might received under various assumptions. MAXINE told Mr. Salisbury that ETHEL had presented a paper outlining a settlement proposal and had asked her to sign it. Mr. Salisbury advised MAXINE not to sign and, upon his advise, she did not do so.

37. MAXINE was agreeable to and desirous of entering into an agreement, but wanted it consummated in Utah under Mr. Salisbury's supervision and wanted to receive her one-half free of tax.

38. On March 7, 1978, MAXINE wrote Mr. Salisbury indicating her desire and need for a settlement. She said:

I am wondering if our communication is getting through. We understood that you were going to let us know if you needed the will. We could have sent it earlier if we had known. As you know, time is a factor with us. We cannot do anything until we get that court order out of our hair. I have talked to Ethel and she well understands that if we fight we can all lose, so she is agreeing not to fight, but I still know that there is great feeling there and she could turn under pressure, although I think she would be afraid to. I have no feeling of pressure anymore. I can talk without any emotional feelings, so I am grateful for that blessing. Peter, of course, has no problem. I feel good about the way he is talking. As soon as our position is straightened out, we can begin to act, and then I think we will get more cooperation. At this time everyone is afraid to do or say anything, as they know what a horrible thing it would be if the family fought in court--everything then would get exposed--good and bad.

I feel that these lawyers are a bit puffed up with their name and need direction and push. They are more apt to follow than lead.

Mail is very slow. We are getting ours in 2 weeks. You will probably get ours in 4 to 7 days. Clark Air Base gets theirs in 4 days, but it is a long ride up there to get it, however, with important papers that is the best way I think. Sending them by courier is expensive--\$30 plus, but we felt this was the only way to send the will, as we know of no one going to the States.

Thank you so much for your interest and help. Somehow all of this will come out alright. Are you aware that Rand is coming in April?" (DX-256)

39. In late February or early March 1978, ETHEL and NITA employed Mr. Donald Holbrook of Jones, Waldo, Holbrook & McDonough to represent their interests in Utah. Mr. Holbrook and others in his office and Mr. Salisbury and others in his office communicated over a period of several weeks. On April 4, 1978, Mr. Holbrook's office and Mr. Salisbury's office stipulated to the admission

of the non-Philippine will to probate in Tooele County under certain conditions. (DX-260) Final negotiations, with REX representing ETHEL and NITA, and PETE representing MAXINE and LINDA consumed at least five days, from April 20 through April 25, 1978. There were at least four revisions of the first draft prepared by Mr. Salisbury. (DX-261, DX-261A, DX-263, DX-264, DX-265) The final agreement was incorporated into two documents, the Settlement Agreement and the Supplemental Memorandum. (PX-57, 58, 59)

40. During the negotiations each side presented points and proposals to advance the positions of their clients. PETE and Mr. Salisbury were insistent and the first wife, JUANITA, sign the agreement to relinquish any claim she might have to the estate. During the negotiations it was agreed that MAXINE receive a guaranteed minimum of \$1,500,000 plus her two houses and certain bank accounts regardless of the eventual size of the estate. PETE and Mr. Salisbury also insisted that MAXINE receive her share without reduction by way of death taxes. Negotiations also resulted in an agreement that PETE and LINDA receive certain bank accounts and that ETHEL and NITA be guaranteed a minimum.

41. Mr. Salisbury communicated at least twice in April with MAXINE. PETE conferred with Mr. Salisbury on a continual basis between April 17 and April 25, 1978. On the morning prior to signing the Family Settlement Agreement PETE represented to Mr. Salisbury that he had discussed the agreement with his mother (MAXINE) the night before and that she wanted to go ahead.

42. The Agreement was signed on April 25, 1978, by PETE and LINDA, by PETE as attorney-in-fact for MAXINE and by REX as attorney-in-fact for ETHEL and NITA. It was also signed by both attorneys. Subsequently a copy was signed by NITA in California and by ETHEL and MAXINE in the Philippine Islands. Pursuant to the Family Settlement Agreement, Mr. Salisbury was retained as attorney for the Estate to represent all of the "heirs".

43. The Family Settlement Agreement was not signed as a result of threats, duress or coercion. MAXINE was represented by Mr. Salisbury who advised Mrs. Maxine Grimm that he had investigated the claims made by NITA and ETHEL and she did not have to enter into a settlement agreement if she did not desire to do so.

44. The Family Settlement Agreement was incorporated into two separate documents to preserve maximum flexibility for filing of state tax returns.

45. During the negotiations and afterward, there was a discussion about the desirability of presenting the Family Settlement Agreement to the court for approval. Mr. Salisbury concluded that it was not unusual not to file the Family Settlement Agreement. Mr. Salisbury also stated that the tax consequences were a consideration for not filing the Family Settlement Agreement with the court for approval.

46. Mr. Salisbury concluded that it was not in the interest of the estate to make the agreement a matter of public record at that time. ~~It was preferable to preserve maximum flexibility for the Estate and all signatories to the Agreement.~~

47. Subsequent to the signing of the Settlement Agreement, all of the parties worked toward and pursuant to the Agreement.

48. On May 4, 1978, MAXINE and ETHEL jointly retained the accounting firm of Price Waterhouse to be Estate Accountant.
(DX-213)

49. On May 19, 1978, MAXINE, PETE and ETHEL filed a Joint Petition for Letters of Administration in accordance with the terms of the Agreement (DX-214), which Petition was granted and Joint Letters issued on July 2, 1978 (DX-218)

50. On June 27, 1978, MAXINE wrote NITA a letter expressing her pleasure with the Agreement and that "much money will be saved' because of it. (DX-292)

51. In August 1978, MAXINE borrowed \$500,000 from Globe Investment Company, an asset of the estate, and before liquid funds became available, Globe was required to borrow money at 9.65%. (DX-293, DX-371)

52. On September 20, 1978, Mr. Salisbury wrote to the beneficiaries again reaffirming the Agreement (DX-221). This letter is the first of a number of reports to the beneficiaries by Mr. Salisbury concerning the progress of the Estate pursuant to the Family Settlement Agreement. At no time did MAXINE, PETE or LINDA take exception to any of the reports of Mr. Salisbury.

53. In February, 1979, MAXINE obtained an Order for a family allowance of \$3000 per month retroactive to the date of GRIMM'S death.

54. Also in February, 1979, the U. S. Estate Tax Return was signed by MAXINE and filed. The estate tax issue was simplified and aided by the Family Settlement Agreement in the opinion of Mr. Salisbury. Under the return MAXINE claimed the maximum marital deduction.

55. In November, 1978, Mr. Salisbury visited MAXINE in the Philippine Islands. Again, there was no indication by MAXINE during that meeting that she wanted to repudiate the Settlement Agreement.

56. On May 23, 1979, \$800,000 of the Everett receivable was distributed in accordance with the Family Settlement Agreement and in the percentages designated by the Family Settlement Agreement: \$400,000 to MAXINE and \$100,000 each to the four children. In addition pearls and silver were distributed in accordance to the terms of the Family Settlement Agreement.

57. In September, 1979, the Philippine estate taxes were paid. Because there were not sufficient liquid funds to pay all of the estate taxes due, the shortfall was paid by the respective beneficiaries in accordance with their shares under the Family Settlement Agreement.

58. In August, 1979, Mr. Salisbury again visited MAXINE in the Philippine Islands and traveled with MAXINE to Hong Kong.

59. In September, 1979, Mr. Salisbury, as part of his regular reports, provided for a plan of partition in accordance with the Family Settlement Agreement. Again, no objection was made by MAXINE, PETE or LINDA. (DX-241)

60. On October 1, 1979, MAXINE wrote ETHEL stating that soon the beneficiaries would have the actual partition.

61. After October, 1979, MAXINE did nothing to cause the partition of the estate to occur.

62. MAXINE did not file an inventory in the Utah Probate proceeding, and attempted to block any progress toward partition by failing to communicate with ETHEL and NITA.

63. On May 14, 1980, a Petition for Removal was filed on behalf of ETHEL and NITA requesting MAXINE to be removed as Personal Representative and requesting distribution in accordance with the Family Settlement Agreement.

64. On June 13, 1980, Mr. Rand wrote Mr. Salisbury informing Mr. Salisbury that MAXINE, PETE and LINDA were repudiating the Agreement.

65. With more specific reference to the claim for rescission of the Family Settlement Agreement, the court finds:

A. The defendants did not breach any of the terms of the Family Settlement Agreement.

B. Defendants in good faith believed that the claims they asserted regarding possible invalidity of the trust, possible invalidity of GRIMM'S divorce and effect of application of Philippine law were legitimate claims. The claims were of such merit that Mr. Salisbury researched the issues and advised MAXINE and PETE accordingly.

C. Defendants did not know that the claims they asserted were unfounded. It is not necessary to find whether they were or were not unfounded.

D. None of the plaintiffs was put in such fear as to overcome their free will or to compel them to act against their will.

66. Although MAXINE from time-to-time felt under some pressure, it was not of the kind or intensity sufficient to deprive her of her free will during the period prior to the execution of the Family Settlement Agreement, particularly in view of the fact that discussions and negotiations extended over a period of approximately three months during which time MAXINE had the benefit of the advice of Mr. Salisbury in the United States and Mr. Angara in the Philippines.

67. The execution of the Family Settlement Agreement by the plaintiffs was not the result of duress, coercion or fraud upon the part of one or more of the defendants.

68. After the execution of the Family Settlement Agreement, although both ETHEL and MAXINE experienced dissatisfaction with the progress in closing the estate, MAXINE was not under duress or coercion to deprive her of her free will and she was physically and mentally able to attempt to rescind the Family Settlement Agreement, had she desired to do so even though there was no legal or equitable basis for doing so.

69. With more specific reference to the claims of lack or failure of consideration the court finds:

A. Mutual forbearance to prosecute claims;

B. Mutual promises for the sake of family harmony constitute consideration;

C. Both sides of the controversy received benefits from the Family Settlement. Litigation was avoided (until repudiation). Expense was minimized (until repudiation). The parties were united in dealing with taxing authorities and with the Parsons. MAXINE received the residences. MAXINE received a minimum guarantee. MAXINE got her share free of tax. Philippine estate tax was reduced by making it unnecessary for ETHEL and NITA to claim entire estate, except for real estate in Daggett County subject to distribution (and taxation) under law of the Philippines.

70. With respect to the Family Settlement Agreement, and with specific reference to the Supplemental Memorandum, the court finds:

A. The terms of the compromise of the controversy concerning the estate of GRIMM have been set forth in an agreement in writing (the Settlement Agreement and the Supplemental Memorandum) executed by all persons having beneficial interests or claims which are or may be affected by the compromise as required by Section 75-3-1102(a) U.C.A., 1953.

B. Said agreement was presented to the court by plaintiffs by reference to their claim of a right to rescind. Defendants asked the court by answer to enforce the agreement in accordance

with its terms. Later defendants by way of amendment specifically asked the court to approve the Family Settlement Agreement. Said agreement is properly before the court and has already been signed by MAXINE as personal representative and by PETE as trustee.

C. All interested persons have had notice.

D. The contest or controversy was and is in good faith and the effect of the agreement upon the interests of persons affected is just and reasonable.

E. The Family Settlement Agreement specifically provides that the parties to the agreement shall execute any and all additional documents of every nature and description which may be reasonably required to carry out the terms, provisions and intentions of the Agreement.

From the foregoing Findings of Fact, the Court now makes and enters the following:

CONCLUSIONS OF LAW

1. At the time of the execution of the Power of Attorney in favor of Pete, and at the time he executed the Family Settlement Agreement, pursuant to the Power of Attorney and at the time she personally executed the Family Settlement Agreement, MAXINE was not acting under fraud, duress or coercion.

2. At the time of executing the Family Settlement Agreement, neither PETE nor LINDA was acting under fraud, duress or coercion.

3. The Family Settlement Agreement is supported by good and sufficient consideration and is a valid and binding agreement.

4. Following the execution of the Family Settlement Agreement there was no failure of consideration or breach of the Family Settlement Agreement by ETHEL or NITA or JUANITA.

5. Following the execution of the Family Settlement Agreement the parties acted in conformity therewith for a period of approximately 20 months during which time the plaintiffs received certain benefits and the defendants made changes in position to their detriment in reliance upon the provisions of the Family Settlement Agreement.

6. If the plaintiffs had grounds to set the Family Settlement Agreement aside at the time of its execution, which the court concludes they did not, such grounds were waived by the subsequent conduct of the plaintiffs.

7. If the plaintiffs had grounds to set the Family Settlement Agreement aside at the time of its execution, which the court concludes they did not, plaintiffs have ratified and affirmed the Family Settlement Agreement.

8. The Family Settlement Agreement was not subject to repudiation without legal consequences prior to approval by the court. Failure to obtain court approval does not invalidate the Family Settlement Agreement. The Family Settlement Agreement could be presented to the court for approval at any time prior to distribution and closing of the estate.

9. The Family Settlement Agreement is just and reasonable and should be approved and all fiduciaries under the supervision of this court should be directed to administer and distribute the estate in accordance with the terms of the Family Settlement Agreement.

Dated this 25 day of April, 1986.

BY THE COURT

John A. Rokich
JOHN A. ROKICH
DISTRICT JUDGE

STATE OF UTAH)
County of Tooele) ss

DENNIS D. EWING, County Clerk and Ex-Officio Clerk of the District Court of the Third Judicial District of the State of Utah, in and for the County of Tooele,

a Court of record, do hereby certify that the foregoing copy of Findings of Fact & Conclusions of Law has been by me compared with the original thereof, now of record in my office and that the same is a full, true and correct transcript therefrom and of the whole of said original, as the same appears of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5 day of May, A.D. 1986

DENNIS D. EWING

Clerk

File No. 3720

By

Sharon Collier

Deputy Clerk

Original Filed April 29 1986

Tab 4

TOOELE COUNTY CLERK
1988 APR 29 PM 10:37

HAROLD G. CHRISTENSEN #A0638
DAVID W. SLAGLE #2975
R. BRENT STEPHENS #A3098
SNOW, CHRISTENSEN & MARTINEAU
Attorneys for Defendants
10 Exchange Place, Eleventh Floor
P.O. Box 3000
Salt Lake City, Utah 84110
Telephone: (801) 521-9000

IN THE THIRD JUDICIAL DISTRICT COURT OF TOOELE COUNTY

STATE OF UTAH

In the Matter of the Estate of)	
EDWARD MILLER GRIMM,)
)
Deceased.)

Probate No. 3720

MAXINE TATE GRIMM,)	
individually and as)	
Supervised Personal)	
Representative of the Estate)	
of Edward Miller Grimm;)	
LINDA GRIMM; EDWARD MILLER)	
GRIMM, II; and E. Lavar Tate,)	JUDGMENT
as Supervised Personal)	
Representative of the Estate)	
of Edward Miller Grimm,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
ETHEL GRIMM ROBERTS, REX)	Civil No. C-80-0322
ROBERTS, JUANITA GRIMM)	
MORRIS and JUANITA KEGLEY)	Judge John Rokich
GRIMM,)	
)	
Defendants.)	

On August 6, 1985, this cause came on regularly for trial before The Honorable John A. Rokich, District Judge. Plaintiffs were represented by Daniel L. Berman, of Berman & Anderson. Defendants Roberts and Morris were represented by Harold G. Christensen and R. Brent Stephens, of Snow, Christensen & Martineau. Defendant Juanita Kegley Grimm was represented by David M. Eckersley, of Houpt & Eckersley. Although the principal issue in dispute was the validity of the Family Settlement Agreement, a jury was duly impaneled to try any issues appropriate for jury determination after resolution of the validity issue. The Court and jury heard the testimony of witnesses, exhibits were offered and received as evidence, and upon both sides having rested, and motions for directed verdicts having been made, and the trial court concluding that judgment should be entered for defendants herein in accordance with the Findings of Fact and Conclusions of Law filed heretofore,

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Family Settlement Agreement is a valid and binding agreement.

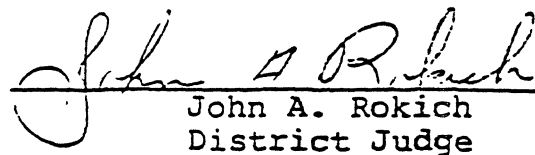
2. The Family Settlement Agreement is just and reasonable and, to the extent approval is necessary, the Family Settlement Agreement is hereby approved by the Court.

3. All fiduciaries under supervision of this Court are hereby directed to administer and distribute the Estate in accordance with the terms of the Family Settlement Agreement.

4. Plaintiffs' Complaint is hereby dismissed on the merits.
5. To the extent of the relief granted in paragraphs 1, 2 and 3, defendants are awarded judgment on their Counterclaim.
6. Defendants' claim for attorneys' fees is denied.
7. Defendants are awarded their costs.

Dated this 25 day of April, 1986.

BY THE COURT:


John A. Rokich
District Judge

STATE OF UTAH)
County of Tooele) ss

DENNIS D. EWING, County Clerk and Ex-Office Clerk of the District Court of the Third Judicial District of the State of Utah in and for the County of Tooele, a Court of record, do hereby certify that the foregoing copy of _____

_____ has been by me compared with the original _____ now of record in my office and that the same is a full, true and correct transcript therefrom and of the whole of said original, as the same appears of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this May day of 1986.

DENNIS D. EWING

File No. 3720 Clerk
By Sharon Callister
Original Filed April 29 Deputy Clerk 1986

01256

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

Margo D. Colegrove, being first duly sworn, deposes and says:

That she is employed in the law offices of Snow, Christensen
& Martineau, attorneys for defendants Rex Roberts, Ethel Grimm

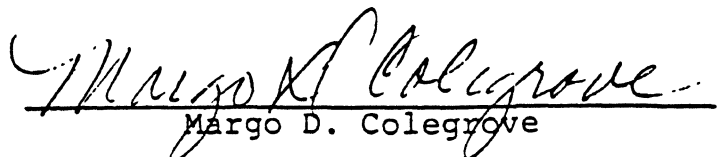
Roberts and Juanita Grimm Morris herein;
that she served the attached FINDINGS OF FACT AND CONCLUSIONS OF
LAW and proposed JUDGMENT

Probate No. 3720
(Case No. C-80-0322, County of Tooele) upon the
parties listed below by placing a true and correct copy thereof in an
envelope addressed to

Daniel L. Berman, Esq.
Berman & O'Rorke
Attorneys for Plaintiffs
50 South Main Street, #1250
Salt Lake City, UT 84144

M. David Eckersley, Esq.
Haupt & Eckersley
Attorneys for Juanita Kegley Grimm
419 Boston Building
Salt Lake City, UT 84111

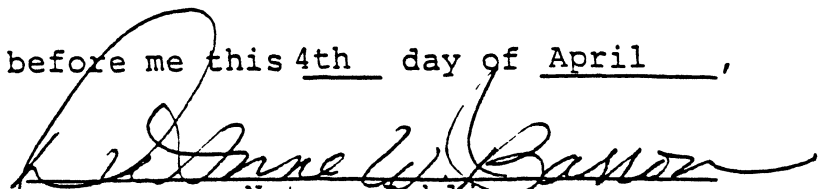
and causing the same to be mailed first class, postage prepaid, on
the 4th day of April, 1986.


Margo D. Colegrove

Subscribed and sworn to before me this 4th day of April,
1986.

My commission expires:

3/12/89


Notary Public
Residing in Salt Lake County, Utah

Tab 5

LAST WILL AND TESTAMENT

OF

EDWARD M. GRIMM

I, EDWARD M. GRIMM, a citizen of the United States, do hereby make, publish and declare this to be my Last Will and Testament, which Last Will and Testament shall pertain to and govern the testamentary disposition of all my property, both real and personal, excepting such of my property as is situate in the Philippine Islands. I hereby revoke and cancel any and all previous wills and codicils by me made, save and except a Will which I have this day made pertaining to and governing the testamentary disposition of my Philippine property solely.

FIRST: I declare that I am married and my wife's name is MAXINE TATE GRIMM. I have four children living, namely, my daughter, JUANITA GRIMM MORRIS, my daughter, ETHEL GRIMM McFADDEN, my son, EDWARD MILLER GRIMM II, and my daughter, LINDA GRIMM. I have no deceased children. I purposely have made no provision in this Will for my daughter, JUANITA GRIMM MORRIS, or my daughter, ELSA GRIMM McFADDEN, because I have provided for each of them in a separate will disposing of my Philippine property.

SECOND: I direct that my just debts and funeral expenses, as well as the costs and expenses of the probate of this Will and of the administration of my estate, be paid as soon after my death as shall be practicable.



THIRD: I give and bequeath to my wife, MAXINE TATE GRIMM, any and all real property which I may own and which is situated in any country other than the Philippine Islands; also my automobiles, household furniture and furnishings, musical instruments, jewelry and clothing. If my wife shall predecease me, then I give all such property to my son, EDWARD MILLER GRIMM II, and my daughter, LINDA GRIMM, share and share alike, or if either of such children should predecease me, then to the survivor of such children. If my wife and said children all should predecease me, then such property shall become a part of the residue of my estate.

FOURTH: I give and bequeath all of the residue of my estate, except such of my property as is situated in the Philippine Islands, to the following named persons and in the following proportions: To my wife, MAXINE TATE GRIMM, fifty percent (50%) of all of said residue; to my son, EDWARD MILLER GRIMM II, twenty-five percent (25%) of said residue, and to my daughter, LINDA GRIMM, twenty-five percent (25%) of said residue.

(a) If my said wife, MAXINE TATE GRIMM, should predecease me, then the share of my said estate herein bequeathed to her under the provisions of this Section FOURTH, shall be distributed to my son, EDWARD MILLER GRIMM II, and my daughter, LINDA GRIMM, share and share alike, if they both be living at the time of my death; or if only one of said last-mentioned children survives me, then to such survivor; if my wife and my last-mentioned children all predecease me, then to my heirs by right of representation.

(b) If either of my said children, EDWARD MILLER GRIMM II, and LINDA GRIMM, predecease me leaving the other living

at the time of my death, the share of my said estate herein bequeathed to him or her under the provisions of this Section FOURTH, shall be distributed to the survivor thereof.

(c) If both my son, EDWARD MILLER GRIMM II, and my daughter, LINDA GRIMM, predecease me then the shares of my estate herein bequeathed to them under the provisions of this Section FOURTH, shall be distributed to my said wife, MAXINE TATE GRIMM, if she be living at the time of my death; otherwise, said bequest shall be distributed to my heirs by right of representation.

FIFTH: I purposely have made no provision for any other person, whether claiming to be an heir of mine or not, and if any person, whether a beneficiary under this Will or not mentioned herein, shall contest this Will or object to any of the provisions hereof, having established in a court of competent jurisdiction a right to participate in my estate in any degree whatsoever, I hereby give and bequeath to such person or persons the sum of ONE DOLLAR (\$1.00) and no more, in lieu of the provision which I have made, or which I might have made herein for such person or persons so contesting or objecting.

SIXTH: I direct that all succession, inheritance, legacy or other taxes imposed by the government of the United States of America, or any state, territory or possession thereof, or by any other country, on gifts, bequests or legacies given or created by this instrument, or on any other property passing by virtue of my death, or any transfer thereof or succession thereto, shall be paid out of my said estate by my co-executor and co-executrix, and shall not be charged against or collected from any

devisee, legatee or beneficiary of my probate estate or any transferee or beneficiary of any taxable property outside of my probate estate.

SEVENTH: I hereby name and appoint my brother-in-law, E. LA VAR TATE, as co-executor, and my wife, MAXINE TATE GRIMM, as co-executrix of this Will, for the purpose of its probate and administration in any state or country in which it may be admitted to probate and administration. I direct that said co-executor and said co-executrix shall serve and act without bond. I give to my said co-executor and to my said co-executrix full and absolute power and authority to sell, lease, mortgage, pledge, change or otherwise dispose of any part of my estate as they may deem best, with or without publication of notice or any order of Court. My co-executor and my co-executrix are further authorized, without prior Court approval, either to continue the operation of any business belonging to my estate for such time or in such manner as they may deem advisable and for the best interests of my said estate; or to sell and liquidate said business at such time and upon such terms as my said co-executor and my said co-executrix may deem advisable and for the best interests of my estate; and any such operation, sale or liquidation shall be at the risk of my estate and without liability on the part of my said co-executor and my said co-executrix for any losses resulting therefrom.

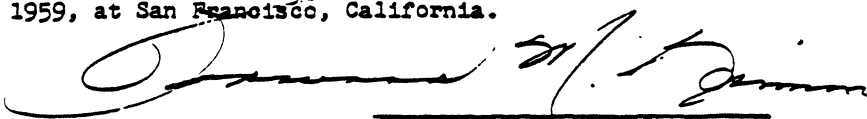
EIGHTH: Upon any division or partial or final distribution of the residue of my said estate, my co-executor and my co-executrix may divide or distribute such property in kind, including undivided interests therein, or in their absolute discretion

may sell or dispose of any part of such property and make such division or distribution in cash, or partly in cash and partly in kind; and the decision of said co-executor and said co-executrix as to what constitutes a proper division of the residue of my estate, either prior to or upon any distribution thereof, shall be binding upon all of my devisees and legatees.

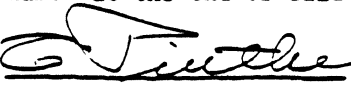
NINTH: No beneficiary of my estate shall have any right to alienate, encumber or hypothecate his or her interest in said estate or the income therefrom, nor shall such interest of any beneficiary be subject to claims of his or her creditors or liable to attachment, execution or other process of law.

TENTH: If any provision of this Will or of any codicil thereto should be invalid, it is my intention that all of the remaining provisions thereof shall continue to be fully effective.

ELEVENTH: This Will, consisting of four (4) pages in addition to this page, was signed by me on the 23rd day of January, 1959, at San Francisco, California.


EDWARD M. GRIMM

The foregoing instrument, consisting of four (4) pages in addition to this page, was on the 23rd day of January, 1959, by the said EDWARD M. GRIMM, himself, subscribed at the end thereof, and on each page thereof, in our presence, we being present at the same time, and was also by him at the same time published as, and acknowledged and declared to us to be his Last Will and Testament, and we thereupon, at his request and in his presence and in the presence of each other signed our names at the end of said Will as witnesses thereof.

 residing at Box 112
Marina House residing at Keutfield Marina
1337 La Jolla Ave. Calif.
Burlingame, Calif.

**LAST WILL AND TESTAMENT
of**

EDWARD M. GRIMM

United States

Dated: January 23, 1959

ROTH AND BAHR
ATTORNEYS-AT-LAW
381 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA
GARFIELD 1-7831

Tab 6

LAST WILL AND TESTAMENT

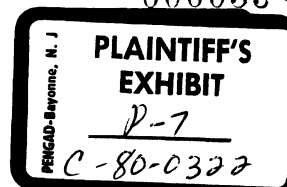
OF

EDWARD M. GRIMM

I, EDWARD M. GRIMM, a citizen of the United States of America and at present residing in the City of Manila, Philippine Islands, being of sound and disposing mind and memory and not acting under duress, menace, fraud or undue influence of any person whatsoever, do hereby make, publish and declare this as my Last Will and Testament, in English, which is my own language; which Last Will and Testament shall pertain to and govern the testamentary disposition of all my property, both real and personal, which is situated in the Philippine Islands. I hereby revoke and cancel any and all previous wills by me made pertaining to and governing the testamentary disposition of my Philippine property.

FIRST: I declare that I am married and my wife's name is MAXINE TATE GRIMM. I have four children living, namely, my daughter, JUANITA GRIMM MORRIS, my daughter, ETHEL GRIMM McFADDEN, my son, EDWARD MILLER GRIMM II, and my daughter, LINDA GRIMM. I have no deceased children.

SECOND: I hereby declare and acknowledge that all property, both real and personal, situated in the Philippine Islands, which I, or any person or persons in trust for me, am, or are possessed of or entitled unto, is the community



property of myself and my said wife. I direct that my Philippine Executors, hereinafter named, after payment of the debts of the conjugal partnership and charges against it, shall set aside and deliver to my said wife, MAXINE TATE GRIMM, out of the property which comes into their possession, that portion thereof which under the Philippine laws constitutes her share of the community property.

THIRD: I direct that my just debts and funeral expenses, as well as the costs and expenses of the probate of this Will and of the administration of my estate, be paid as soon after my death as shall be practicable.

FOURTH: I give and bequeath to my wife, MAXINE TATE GRIMM, all my personal automobiles, household furniture and furnishings, musical instruments, jewelry and clothing which are situated in the Philippine Islands at the time of my death.

FIFTH: I direct that that portion of the residue of my said Philippine estate which is subject to distribution, in accordance with the laws of the Philippines relating to the apportionment of the legitime, shall be distributed to my compulsory heirs in accordance with said Philippine laws.

SIXTH: I devise and bequeath that portion of my said Philippine estate over which I have the power and freedom of testamentary disposition under the Philippine laws, to the following persons, in the following proportions:

(a) To my sister, FREDIA CHARLOTTE ALLEN, seven percent (7%) of said portion of my Philippine estate;

(b) To my sister, ELSA A. GRIMM, seven percent (7%) of said portion of my Philippine estate;

(c) To my brother, FRED B. GRIMM, two percent (2%) of said portion of my Philippine estate;

(d) To my wife, MAXINE TATE GRIMM, my daughter, LINDA GRIMM, and my son, EDWARD MILLER GRIMM II, in equal shares, Eighty-Four percent (84%) of said portion of my Philippine estate.

SEVENTH: (a) If my wife, MAXINE TATE GRIMM, should predecease me, then the share of my said estate herein bequeathed to my said wife, under the provisions of Section SIXTH above, shall be distributed to my son, EDWARD MILLER GRIMM II, and my daughter, LINDA GRIMM, share and share alike, if they both be living at the time of my death, or if only one of said last-mentioned children survives me, then to such survivor; if neither of my said last-mentioned children survive me, then to my lineal descendants by right of representation, in accordance with the laws of the Philippines.

(b) If either of my said children, EDWARD MILLER GRIMM II, and LINDA GRIMM, predeceases me leaving the other living at the time of my death, then the share of my said estate herein bequeathed to him or her, under the provisions of Section SIXTH above, shall be distributed to the survivor thereof;

(c) If both my son, EDWARD MILLER GRIMM II, and my daughter, LINDA GRIMM, predecease me, then the share of my said estate herein bequeathed to them under the provisions of Section SIXTH above, shall be distributed to my said wife, if she be living at the time of my death; otherwise, said bequests shall be distributed to my lineal descendants by right of representation, in accordance with the laws of the Philippines.

(d) If either of my said sisters, FREDa CHARLOTTE ALLEN or ELSA A. GRIMM, should predecease me, the share of my said estate herein bequeathed to her under the provisions of Section SIXTH above, shall be distributed to the survivor thereof. If both my said sisters predecease me, the shares herein bequeathed to them shall be distributed to my wife, MAXINE TATE GRIMM, my son, EDWARD MILLER GRIMM II, and my daughter, LINDA GRIMM, share and share alike, or to the survivors or survivor thereof, in equal shares.

(e) If my said brother, FRED B. GRIMM should predecease me, the share of my estate herein bequeathed to him under the provisions of Section SIXTH above, shall be distributed to my wife, MAXINE TATE GRIMM, my son, EDWARD MILLER GRIMM II, and my daughter, LINDA GRIMM, share and share alike, or to the survivors or survivor thereof, in equal shares.

EIGHTH: All the rest, residue and remainder of my estate and effects, situated in the Philippine Islands, and of whatever nature and kind, which at the time of my decease I, or any person or persons in trust for me, am, or are possessed of, or entitled unto, and not herein before disposed of, I give, devise and bequeath unto my said wife, MAXINE TATE GRIMM, my son, EDWARD MILLER GRIMM II, and my daughter, LINDA GRIMM, share and share alike, or to the survivors or survivor thereof, in equal shares; if neither my wife, nor my son, EDWARD MILLER GRIMM II, nor my daughter, LINDA GRIMM, survive me, then said residue, which is not herein disposed of, shall be distributed to my lineal descendants by right of representation, in accordance with the laws of the Philippine Islands.

NINTH: I purposely have made no provision for any other person, whether claiming to be an heir of mine or not, and if any person, whether a beneficiary under this Will or not mentioned herein, shall contest this Will or object to any of the provisions hereof, having established in a court of competent jurisdiction a right to participate in my estate in any degree whatsoever, I hereby give and bequeath to such person or persons the sum of ONE DOLLAR (\$1.00) and no more, in lieu of the provision which I have made, or which I might have made herein for such person or persons so contesting or objecting.

TENTH: I direct that all succession, inheritance, legacy or other taxes imposed by the Government of the Philippine Islands, or any subdivision thereof, on the gifts, bequests or legacies given or created by this instrument, or on any other property passing by virtue of my death, or any transfer thereof or succession thereto, shall be paid out of my said estate by my Philippine Executors or Executrix, and shall not be charged against or collected from any devisee, legatee or beneficiary of my probate estate or any transferee or beneficiary of any taxable property outside of my probate estate.

ELEVENTH: I hereby name and appoint CHARLES PARSONS and BYRON S. HUIE, both residing in Manila, Philippine Islands, as co-executors, and my wife, MAXINE TATE GRIMM, as co-executrix of this Will, for the purpose of its probate and administration in the Philippine Islands. I direct that said co-executors and said co-executrix shall serve and act without bond. I give to my said co-executors and to my said co-executrix full and absolute power and authority to sell, lease, mortgage,

pledge, change or otherwise dispose of any part of my estate as they may deem best, with or without publication of notice or any order of Court. My co-executors and my co-executrix are further authorized, without prior Court approval, either to continue the operation of any business belonging to my estate for such time or in such manner as they may deem advisable and for the best interests of my said estate; or to sell and liquidate said business at such time and upon such terms as my said co-executors and my said co-executrix may deem advisable and for the best interests of my estate; and any such operation, sale or liquidation shall be at the risk of my estate and without liability on the part of my said co-executors and my said co-executrix for any losses resulting therefrom.

TWELFTH: Upon any division or partial or final distribution of the residue of my said Philippine estate, my co-executors and my co-executrix may divide or distribute such property in kind, including undivided interests therein, or in their absolute discretion may sell or dispose of any part of such property and make such division or distribution in cash, or partly in cash and partly in kind; and the decision of said co-executors and said co-executrix as to what constitutes a proper division of the residue of my estate, either prior to or upon any distribution thereof, shall be binding upon all of my devisees and legatees.


THIRTEENTH: No beneficiary of my estate shall have any right to alienate, encumber or hypothecate his or her interest in said estate or the income therefrom, nor shall such interest of any beneficiary be subject to claims of his or her creditors or liable to attachment, execution or other process of law.


FOURTEENTH: If any provision of this Will or of any codicil thereto should be invalid, it is my intention that all of the remaining provisions thereof shall continue to be fully effective.

FIFTEENTH: This Will, consisting of six (6) pages in addition to this page, was signed by me on the 23rd day of January, 1959, at ~~San Francisco~~, California.


EDWARD M. GRIMM

The foregoing instrument, consisting of six (6) pages in addition to this page, was on the 23rd day of January, 1959, by the said EDWARD M. GRIMM, himself, subscribed at the end thereof, and on each page thereof, in our presence, we being present at the same time, and was also by him at the same time published as, and acknowledged and declared to us to be his Last Will and Testament, and we thereupon, at his request and in his presence and in the presence of each other signed our names at the end of said Will as witnesses thereof.

 residing at Box 112
Healdsburg - Marin Co
Calif

 residing at 1337 La Jolla Ave
Burlingame Calif

**LAST WILL AND TESTAMENT
of**

EDWARD M. GRIMM

Philippines

Dated: January 23, 1959

ROTH AND BAHR
ATTORNEYS-AT-LAW
381 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA

GARFIELD 1-7831

Tab 7

1 TRUST AGREEMENT

2
3 This Trust Agreement is entered into between EDWARD M.
4 GRIMM, hereinafter referred to as "Trustor", and EDWARD M. GRIMM,
5 II, son of Trustor, hereinafter referred to as "Trustee". It is
6 the agreement that this trust shall supersede all prior Trust
7 Agreements executed by Trustor and Trustor does hereby express his
8 intention to revoke any and all Trust Agreements that he has
9 executed which are dated prior to the date of this Trust Agreement.

10 I. TRUST ESTATE

11 The Trustor has transferred and delivered to the Trustee,
12 without any consideration on his part, the property described in the
13 attached Schedule A, which is a part of this Trust Agreement, the
14 receipt of which is acknowledged by the Trustee. The said property,
15 together with any other property that may later become subject to
16 this trust, shall constitute the trust estate, and shall be held,
17 administered and distributed by the Trustee as provided herein.

18 II. ADDITIONS TO TRUST ESTATE

19 The Trustor shall have the right at any time, during his
20 lifetime, or by Will at his death, to add to this trust other
21 property, either real or personal, which additional property,
22 upon its receipt and acceptance by the Trustee, shall become a
23 part of the trust estate. Trustee may also accept property from
24 beneficiaries if offered, to be held under the trust.

25 III. DISTRIBUTION OF NET INCOME DURING LIFE OF TRUSTOR

26 During the lifetime of the Trustor, the Trustee shall make
27 the following payments from the trust estate:

28 (1) Net Income Payable to Trustor. The Trustee shall pay
29 to or apply for the benefit of the Trustor all of the net income
30 from the trust estate, unless the Trustee is otherwise directed in
writing by the Trustor.

(2) Discretionary Payments from Principal to Trustor.
If at any time the Trustor should be incompetent or should, in the

PLAINTIFF'S
EXHIBIT
P-11

1 judgment of the Trustee, be unable for any other reason to act in
2 his own behalf, the Trustee may, in his absolute discretion, pay
3 to or apply for the benefit of the Trustor, in addition to the
4 payments hereinabove provided for him, such amounts from the
5 principal of the trust estate, up to the whole thereof, as the
6 Trustee may from time to time deem necessary or advisable for his
7 use and benefit.

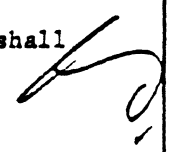
8 IV. PAYMENT OF EXPENSES AND TAXES ON DEATH OF TRUSTOR

9 Upon the death of the Trustor, the Trustee shall pay the
10 expenses of his last illness, funeral and burial and any inheritance,
11 estate or other death taxes that may by reason of his death be due
12 upon or in connection with the trust estate or any portion thereof,
13 unless the Trustee shall determine in his absolute discretion that
14 other provisions have been made for the payment of such expenses
15 and taxes. All such expenses and taxes that may be paid by the
16 Trustee shall be charged proportionately against and paid from the
17 principal of the respective shares of the trust estate hereinafter
18 provided for Maxine Tate Grimm, wife of the Trustor, and for
19 beneficiaries other than the said Maxine Tate Grimm in paragraphs
20 (1) and (2) of Article V.

21 V. DIVISION OF TRUST ESTATE ON DEATH OF TRUSTOR
22 INTO MARITAL AND NON-MARITAL DEDUCTION TRUSTS
23 IF HIS WIFE SURVIVES

24 If Maxine Tate Grimm, wife of the Trustor, shall survive
25 him, the Trustee shall, as of the date of the Trustor's death,
26 divide the trust estate into two shares as follows, each of which
27 shall constitute and be held, administered and distributed by the
28 Trustee as a separate trust:

29 (1) Marital Deduction Trust. One-half of the trust estate,
30 which shall be selected from and consist of cash or other property
qualifying for the Federal estate tax marital deduction to the
extent such property is available, shall be set aside for the
benefit of Maxine Tate Grimm, wife of the Trustor, and shall
constitute the trust estate of her trust.



1 (2) Non-Marital Deduction Trust. One-half of the trust
2 estate shall be set aside for the benefit of Edward Miller Grimm,
3 II, whose date of birth is November 20, 1951, and Linda Grimm,
4 whose date of birth is February 28, 1953, children of the Trustor,
5 and shall constitute the trust estate of their trust.

6 (3) Interpretation. All references in this Trust
7 Agreement to the "trust" or "trust estate", unless otherwise
8 specifically provided herein, are intended to and shall be deemed
9 to refer to each of the separate trusts hereinabove provided for.

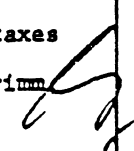
10 VI. DISTRIBUTION OF NET INCOME AND PRINCIPAL
11 OF MARITAL DEDUCTION TRUST

12 The Trustee shall apply and distribute the net income and
13 principal of the said share of the trust estate set aside for the
14 benefit of Maxine Tate Grimm, wife of the Trustor, as hereinabove
15 provided in Article V, as follows:

16 (1) Net Income Payable to Wife. The Trustee shall pay to
17 or apply for the benefit of the said Maxine Tate Grimm all of the
18 net income from her share of the trust estate in monthly or other
19 convenient installments, but in no event less frequently than in
20 annual installments, during her lifetime.

21 (2) Discretionary Payments from Principal to Wife. If at
22 any time during the lifetime of the said Maxine Tate Grimm, in the
23 absolute discretion of the Trustee, she should for any reason be
24 in need of funds for her proper care, maintenance and support, the
25 Trustee may, in his absolute discretion, pay to or apply for the
26 benefit of the said Maxine Tate Grimm, in addition to the payments
27 from her share of the trust estate hereinabove provided for her,
28 such amounts from the principal of her share of the trust estate,
29 up to the whole thereof, as the Trustee may from time to time deem
30 necessary or advisable for her use and benefit.

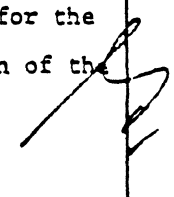
(3) Power of Appointment Granted to Wife. Upon the death
of the said Maxine Tate Grimm, if she shall survive the Trustor,
after first paying any inheritance, estate or other death taxes
that may, by reason of the death of the said Maxine Tate Grimm



1 be due upon or in connection with her share of the trust estate
2 or any portion thereof and which the Trustee may be required to
3 pay, the Trustee shall distribute and deliver all of the remaining
4 balance of her share of the trust estate, including any income
5 from such share that may then be accrued or undistributed by the
6 Trustee to such person or persons, including the estate of the
7 said Maxine Tate Grimm if she shall so provide, and in such amounts
8 or proportions as the said Maxine Tate Grimm may designate and
9 appoint in the last unrevoked written instrument other than a Will
10 executed by her and on file with the Trustee at the time of her
11 death. This general power of appointment granted to the said
12 Maxine Tate Grimm with respect to such remaining balance of her
13 share of the trust estate if she survives the Trustor, may be so
14 exercised by her alone and at any time after the Trustor's death,
15 and any exercise of such power may subsequently be revoked or
16 modified by a written instrument other than a Will executed by her
17 and filed with the Trustee as hereinabove provided. If there
18 should be a failure of disposition of all or any portion of the
19 said share of the trust estate, either in connection with the
20 exercise or as a result of the non-exercise of such power of
21 appointment by the said Maxine Tate Grimm, if she should survive
22 the Trustor then upon her death, or if she should predecease the
23 Trustor then upon the Trustor's death, all of the said share of
24 the trust estate not so disposed of shall be added to the other
25 share of the trust estate set aside for the benefit of Edward
26 Miller Grimm II and Linda Grimm, children of the Trustor, as
27 hereinabove provided in Article V, to be held, administered and
28 distributed as a part of such other share of the trust estate as
29 provided herein.
30

VII. DISTRIBUTION OF NET INCOME AND PRINCIPAL
OF NON-MARITAL DEDUCTION TRUST

The Trustee shall apply and distribute the net income and
principal of the said share of the trust estate set aside for the
benefit of Edward Miller Grimm II and Linda Grimm, children of the



1 Trustor, as hereinabove provided in Article V, as follows:

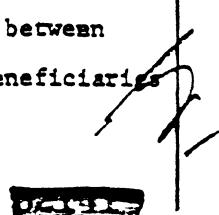
2 (1) Net Income Payable to Wife. The Trustee shall pay to
3 or apply for the benefit of Maxine Tate Grimm, wife of the Trustor,
4 in monthly or other convenient installments, all of the net income
5 from the said share of the trust estate during her lifetime.

6 (2) Discretionary Payments from Principal to Wife. If at
7 any time during the lifetime of the said Maxine Tate Grimm, in the
8 absolute discretion of the Trustee, she should for any reason be
9 in need of funds for her proper care, maintenance and support,
10 the Trustee may, in his absolute discretion, pay to or apply for
11 the benefit of the said Maxine Tate Grimm, in addition to the
12 payments from the said share of the trust estate hereinabove
13 provided for her, such amounts from the principal of the said share
14 of the trust estate, up to the whole thereof, as the Trustee may
15 from time to time deem necessary or advisable for her use and
16 benefit: provided, however, that the Trustee shall not make any
17 such payments from the principal of the said share of the trust
18 estate, as hereinabove provided, unless and until the share of the
19 trust estate set aside for the benefit of the said Maxine Tate
20 Grimm has been completely exhausted as provided in Article VI.

21 (3) Division of Trust Estate on Death of Wife into
22 Separate Trusts for Children. Upon the death of Maxine Tate Grimm,
23 wife of the Trustor, the Trustee shall divide the trust estate
24 into two equal shares and pay over said shares to the named children
25 of Trustor and Maxine Tate Grimm.

26 VIII. DIVISION OF TRUST ESTATE ON DEATH OF
27 TRUSTOR IF HE SURVIVES HIS WIFE

28 If the Trustor shall survive his wife, Maxine Tate Grimm,
29 Trustee shall, as soon after Trustor's death as is reasonable,
30 divide the trust estate into two equal shares and distribute one
of said shares to Edward Miller Grimm II, Trustor's son, and one
share to Linda Grimm, Trustor's daughter. It is the general
intention of Trustor that his children of the marriage between
himself and Maxine Tate Grimm shall be the residuary beneficiaries



1 of this Trust Agreement and entitled to receive the trust estate
2 after the death of Trustor and his wife, Maxine Tate Grimm. Should
3 a child of Trustor and Maxine Tate Grimm fail to survive to the
4 date of distribution of the trust estate, the share that said
5 child would have received shall fall into and become part of the
6 residue of the trust and distributed to the other surviving child
7 of Trustor and Maxine Tate Grimm. Should both of Trustor's
8 children by Maxine Tate Grimm fail to survive Trustor and become
9 vested with their share of the trust estate, or if Trustor, Maxine
10 Tate Grimm, and the children of the marriage between Trustor and
11 Maxine Tate Grimm die in a common disaster, it is Trustor's
12 direction to the Trustee that he distribute the trust estate to
13 the following named persons in the following amounts:

14	Mrs. Ethel (Rex) Roberts Manila, Philippine Islands	Trustor's daughter	\$10,000.00
15	Mrs. Juanita (Robert) Morris Palo Alto, California	Trustor's daughter	\$10,000.00
16	Elsa Grimm San Francisco, California	Trustor's sister	\$10,000.00
17	Freda Allen San Francisco, California	Trustor's sister	\$10,000.00
18	Fred B. Grimm San Francisco, California	Trustor's brother	\$10,000.00
19	LaVar Tate Tooele, Utah	Trustor's brother- in-law	\$10,000.00
20	Norma Allen Tooele, Utah	Trustor's sister- in-law	\$10,000.00
21	Mike Morris Son of Juanita (Robert) Morris	Trustor's grandson	\$10,000.00
22	Janet Morris Daughter of Juanita (Robert) Morris	Trustor's granddaughter	\$10,000.00
23	Kristene McFadden Daughter of Ethel (Rex) Roberts	Trustor's granddaughter	\$10,000.00
24	Carol McFadden Daughter of Ethel (Rex) Roberts	Trustor's granddaughter	\$10,000.00
25	Joann McFadden Daughter of Ethel (Rex) Roberts	Trustor's granddaughter	\$10,000.00
26	Marie McFadden Daughter of Ethel (Rex) Roberts	Trustor's granddaughter	\$10,000.00
27	Janett McFadden Daughter of Ethel (Rex) Roberts	Trustor's granddaughter	\$10,000.00
28	Ellen McFadden Daughter of Ethel (Rex) Roberts	Trustor's granddaughter	\$10,000.00

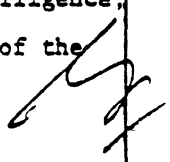
1 Should any of the persons named herein to receive a
2 \$10,000.00 gift die prior to the date of distribution of the trust
3 it is the direction of Trustors that the gift shall fail and the
4 amount that was to be given shall be distributed to the residuary
5 beneficiary named herein. In the event of the common disaster
6 described in this paragraph, the trust estate, after the payment
7 of the gifts enumerated herein to be specifically distributed,
8 shall be paid over and distributed to the Church of Jesus Christ
9 of Latter-Day Saints without restriction, to be owned and used by
it without any limitation or restriction upon said Church.

10 IX. ADMINISTRATION OF THE TRUST ESTATE

11 The rights, powers and duties of the Trustor and of the
12 Trustee with respect to the management and investment of the trust
estate shall be as follows:

13 (1) Reservation of Control by Trustor. The Trustor shall
14 have the right at any time to direct the Trustee in writing with
15 reference to the retention, sale or exchange, encumbrance, lease,
16 management and control of any property of the trust estate, and
17 with respect to the investment or reinvestment of any of the trust
18 funds in any property that the Trustor may deem advisable, whether
19 or not of the character permitted by law for the investment of
20 trust funds. Upon receipt of any such written directions, the
21 Trustee shall comply therewith and shall not incur any liability
by reason of so doing.

22 (2) Investment of Trust Property. The Trustee is
23 authorized to retain in the trust any property received by it
24 hereunder during the existence of this trust, or purchased by the
25 Trustee, pursuant to the written directions of the Trustor as
26 provided herein, including shares of the Trustee's own stock,
27 whether or not of the character permitted by law for the investment
28 of trust funds, if and as long as the Trustee, in the exercise of
29 good faith and of reasonable prudence, discretion and intelligence,
30 may consider that such retention is in the best interests of the
trust.



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X. POWERS OF TRUSTEE

In the administration, investment, reinvestment and distribution of the trust estate of any trust herein created, or the several shares thereof, the Trustee shall have the following powers in addition to any other authority given the Trustee herein or otherwise by law:

(1) To retain and acquire nonproductive property without liability for loss or depreciation resulting from such retention or acquisition. Specifically, the Trustee may retain, or acquire for, any trust created hereby, residences or other forms of nonproductive property, for the convenience and comfort of the beneficiaries of each of such trust. If, in the opinion of the Trustee, such property should not or could not, under applicable law, be retained and maintained under one such trust, such property may be transferred to, or exchanged for, other property of another trust upon such basis as to the Trustee seems proper in the circumstances.

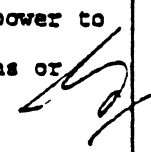
(2) To hold, manage, lease, sell, transfer, assign, mortgage, exchange, alter and otherwise contract with respect to all property of any kind, whether real or personal, tangible or intangible. Leases and contracts may be made for periods extending beyond the terms of the trusts created herein at the discretion of the Trustee.

(3) To insure, improve, repair, alter or partition real estate; erect or raze improvements; grant easements; subdivide and/or dedicate real property to a public use.

(4) To compromise, defend and prosecute any claims or obligations in favor of or against said trusts.

(5) To borrow money from any lender, including the Trustee, for such period and purpose and upon such terms as the Trustee shall deem advisable.

(6) To have respecting stocks and securities, all the rights, powers and privileges of an owner, including the power to vote stock, give proxies, pay assessments, exercise options or



1 subscription rights, and participate in stock pools and corporate
2 mergers or reorganizations.

3 (7) To determine what is income and what is principal,
4 and to allocate receipts and expenses as between accounts of
5 principal and income.

6 (8) To hold securities and other properties in the name
7 of nominees.

8 (9) To consolidate and/or commingle in a common fund, for
9 investment and administration purposes, the property of more than
10 one trust, and to assign proportionate undivided interests in
11 such fund to the respective trusts.

12 (10) To make distributions in kind or in money.

13 (11) To distribute income or principal either directly to
14 the beneficiary thereof or to others to be applied for the benefit
15 of such beneficiary.

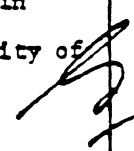
16 (12) To invest the trust estates of the trusts created
17 hereby in such properties, whether or not authorized by law for
18 the investment of trust funds, as men of prudence, discretion and
19 intelligence purchase for their own account, having regard not to
20 speculation but to the permanent disposition of their funds, and
21 considering the probable income as well as the probable safety of
22 their capital; including, but not by way of limitation, real
23 property or interest therein, corporate bonds and debentures, and
24 stocks, preferred or common.

25 XI. SPENDTHRIFT CLAUSE

26 No beneficiary of any trust created herein shall have power
27 to pledge, assign, mortgage, sell or in any way transfer,
28 hypothecate or anticipate any interest in the principal or income
29 of such trust, nor shall the interest of any beneficiary be liable
30 or subject in any way for the debts, obligations or torts of such
beneficiary.

XII. GOVERNING LAW

This instrument shall be construed and administered in
accordance with the laws of the State of Utah and the validity of



1 the trusts hereby created shall be determined in accordance with
2 said laws.

3 If it shall be determined that as to any part of the
4 property covered by this Trust Agreement the laws of the
5 Philippine Islands shall apply, then it is the agreement of the
6 parties to this Trust Agreement that the Trustee shall comply with
7 and abide by the laws of the Philippine Islands as far as they may
8 be applicable to any of the property which is placed in this trust.

9 If any provision hereof shall be invalid or unenforceable,
10 the remaining provisions shall, nevertheless, be fully effective.

11 This Trust Agreement shall extend to and be binding upon
12 the executors, administrators and assigns of the Trustors and
13 their two children, and upon the successors in interest of the
14 Trustee.

15 XIII. ACCOUNTING BY TRUSTEE

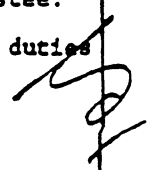
16 The Trustee shall render such accountings to the Trustor
17 or to the beneficiaries of this trust as said Trustor or the
18 beneficiaries shall require and shall keep accurate records of
19 the assets, liabilities, income and expenses of the trust estate
20 after the trust shall become irrevocable. Prior to the time that
21 the trust is irrevocable, Trustor shall keep and maintain his own
22 records on the trust estate and shall not require accountings by
23 or from the Trustee.

24 XIV. COMPENSATION OF THE TRUSTEE

25 The Trustee shall be entitled to reasonable compensation
26 for services rendered to the trust and shall be reimbursed for all
27 expenses of whatever kind and nature which he shall incur on
28 behalf of the trust.

29 XV. SUCCESSOR TRUSTEE

30 The Trustee or any of his successors may at any time resign
the trust. In the event of such resignation, the income
beneficiaries of this trust shall nominate the successor Trustee.
Any successor Trustee shall have the same rights, powers and duties
hereunder as are conferred upon the original Trustee.



XVI. IRREVOCABILITY

This trust shall be revocable during the lifetime of Trustor Edward M. Grimm. Upon the death of Edward M. Grimm, the trust shall become irrevocable and all rights to a benefit under the Trust Agreement shall become vested and irrevocable. Revocation of the trust shall be accomplished by the Trustor Edward M. Grimm giving to the Trustee written notice of said revocation and the revocation shall become immediately effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27 day of July, 1978.

Edward M. Grimm
TRUSTOR

Edward M. Grimm, II
TRUSTEE

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On the 17 day of July, 1978, personally appeared before me Edward M. Grimm and Edward M. Grimm, II, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires:

August 13, 1981
Notary Public

APPROVAL OF TRUST AGREEMENT BY TRUSTOR'S WIFE

I, Maxine Tate Grimm, certify that I am the wife of the Trustor named in the foregoing Trust Agreement, and that I have read and understand all of its provisions. I approve the said Trust Agreement in all particulars and consent that all property originally or hereafter placed in such trust shall be held, administered and distributed by the Trustee as provided in such

1 Trust Agreement or in any amendment thereto.

2 DATED this 15th day of July, 1978.

3
4 Maxine Tate Grimm
Wife of Trustor

5
6 STATE OF UTAH }
7 COUNTY OF SALT LAKE } ss.

8 On the 15th day of July, 1978, personally
9 appeared before me Maxine Tate Grimm, the wife of Trustor, who
10 duly acknowledged to me that she executed the foregoing Approval
11 of Trust Agreement.

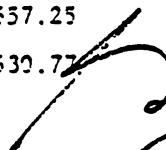
12 My commission expires:

13 June 13, 1981
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Charles L. [Signature]
Notary Public

SCHEDULE "A"

1. Globe Investment Company stock certificates as follows:

<u>No.</u>	<u>Amount</u>
1	233,000
4	46,000
5	3,951
8	25,000
9	1,500
10	75,749.08
11	800,000
12	200,000
13	33,382.40
14	59,270.47
15	248,655.15
16	89,657.25
17	1,003,630.77



"THIS IS A LEGALLY BINDING CONTRACT IF NOT UNDERSTOOD. SEEK COMPETENT ADVICE."

Bill of Sale

Know all Men by These Presents:

That EDWARD M. GRIMM

the SELLER, for and in consideration of the sum of:

Ten Dollars and other good and valuable consideration - - DOLLARS

to him in hand paid by EDWARD M. GRIMM, II, Trustee

the BUYER, the receipt whereof is hereby acknowledged, has bargained, sold, assigned and transferred, and by these presents does bargain, sell, assign and transfer unto said BUYER that certain personal property now at

Salt Lake County, State of Utah

particularly described as follows:

Globe Investment Company stock certificates as follows:

<u>No.</u>	<u>Amount</u>
<u>1</u>	<u>283,000</u>
<u>4</u>	<u>46,000</u>
<u>5</u>	<u>3,951</u>
<u>8</u>	<u>25,000</u>
<u>9</u>	<u>1,500</u>
<u>10</u>	<u>75,049.08</u>
<u>11</u>	<u>800,000</u>
<u>12</u>	<u>200,000</u>
<u>13</u>	<u>33,382.40</u>
<u>14</u>	<u>59,270.47</u>
<u>15</u>	<u>248,665.15</u>
<u>16</u>	<u>89,657.25</u>
<u>17</u>	<u>1,063,630.77</u>

In Witness Whereof, I have hereunto set my hand this

18 day of July, 1978

Witness:

[Signature]
[Signature]

Tab 8

A G R E E M E N T

THIS AGREEMENT is made and entered into this 25th day of April, 1978, by, between and among MAXINE TATE GRIMM, LINDA GRIMM and EDWARD M. GRIMM, II ("FIRST PARTIES") and JUANITA KEGLEY GRIMM, JUANITA GRIMM MORRIS and ETHEL GRIMM ROBERTS ("SECOND PARTIES");

W I T N E S S E T H:

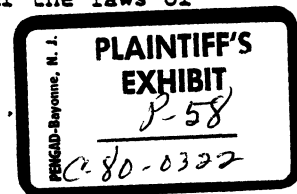
WHEREAS, all of the FIRST PARTIES and SECOND PARTIES are heirs-at-law, beneficiaries or otherwise claim an interest in the Estate of Edward M. Grimm, also known as Edward Miller Grimm, deceased, said decedent having died on the 27th day of November, 1977 in the Philippine Islands; and

WHEREAS, Maxine Tate Grimm is the surviving wife of Edward M. Grimm and Linda Grimm and Edward M. Grimm, II, are the surviving children of Edward M. Grimm, having been born of his marriage to Maxine Tate Grimm; and

WHEREAS, Juanita Kegley Grimm is the former wife of Edward M. Grimm, the marriage of said parties having been dissolved by a decree of divorce entered in the State of Nevada in 1948 and Juanita Grimm Morris and Ethel Grimm Roberts are the surviving children of Edward M. Grimm, having been born of his marriage to Juanita Kegley Grimm; and

WHEREAS, each of the parties to this Agreement has or claims to have an interest in the Estate of the said Edward M. Grimm (hereinafter sometimes referred to as the "ESTATE") by virtue of certain testamentary and/or non-testamentary instruments executed by the decedent during his lifetime as well as any amounts or shares he or she might be entitled to receive under the laws of

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the applicable jurisdictions in which the decedent lived or in which his assets were situated, specifically including but not limited to rights under community property and legitime laws; and

WHEREAS, the parties have concluded, after several months of study and negotiations, that it will be to their mutual benefit to agree upon the ultimate division and distribution of the Estate and the administration thereof; and

WHEREAS, the parties are all desirous of mutually co-operating with each other in the administration of said Estate in the various jurisdictions involved to achieve the minimum amount of diminution of said Estate; and

WHEREAS, a proceeding affecting the Estate has been initiated in the Court of First Instance of Manila, Sixth Judicial District, Branch XX, Republic of the Philippines, and a Petition for the probate of two documents purporting to be the Wills of the decedent dated January 23, 1959 and a Codicil to said Wills dated January, 1966 is presently proceeding in the Third Judicial District Court of Tooele County, State of Utah;

NOW THEREFORE, in consideration of the mutual promises, conditions and covenants, hereinafter set forth, and the agreement of the undersigned to accept the provisions of this Agreement in lieu of any and all other claims which they might have against the Estate, it is hereby agreed as follows:

1. ESTATE OF DECEDENT. The Estate of Edward M. Grimm, deceased, for purposes of this Agreement, shall be deemed to include all of the property owned by the decedent at the time of his death, all of the property subject to estate or inheritance taxes in the United States of America, the Philippine Islands or any other jurisdiction which may seek to impose an estate or

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inheritance tax on the Estate of the decedent, and all of the property which Maxine Tate Grimm has or claims to have pursuant to any community property laws of any jurisdiction in which the decedent lived or in which his assets were situated. Property shall include all real, personal and mixed properties, including both tangible and intangible properties, liquidated and unliquidated claims, rights and choses in action and all other property and property rights of every description.

2. ADMINISTRATION OF ESTATE. The parties hereby agree that to the extent that they are able to do so by mutual agreement they will cause Maxine Tate Grimm, Edward M. Grimm, II and Ethel Grimm Roberts to be appointed Personal Representatives of the Estate in the Republic of the Philippines (said individuals being hereinafter sometimes referred to as the "Personal Representatives") and that to the extent reasonably possible, all decisions affecting the Estate in any other jurisdiction including Utah will be determined by the decision of said Personal Representatives, said decisions to be made as hereinafter set forth. The proceeding pending in the Third Judicial District Court of Tooele County, State of Utah will proceed as a supervised probate with E. LaVar Tate and Maxine Tate Grimm as Supervised Personal Representatives, subject to the restrictions set forth in the Stipulation and pleadings appointing them as approved by the Court in said jurisdiction on the 10th day of April, 1978.

3. DECISIONS BY PERSONAL REPRESENTATIVES. All decisions by the Personal Representatives shall be made by a majority vote except decisions involving (a) the selection of attorneys or accountants, (b) matters relating to the distribution of income or principal of the Estate, (c) the settlement of any claim or the

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purchase or sale of any asset involving an amount in excess of Five Thousand Dollars (\$5,000.00) for any transaction, and (d) any other matter which would substantially affect the interest of any party to this Agreement, which decisions shall require the unanimous vote of the Personal Representatives. Notification of any decision of two of the Personal Representatives which does not require unanimous vote shall be given to the other Personal Representative by either telegraph or airmail letter and the Personal Representative receiving such notice shall have thirty (30) days from the date of mailing or sending of such notice within which to register an objection with the Personal Representatives who made the decision. In case of such an objection, the Personal Representatives who made the decision shall be required to obtain court confirmation and approval of their action. The parties agree that a Personal Representative may, by written instrument, designate another person who may provide the written consent or dissent of the Personal Representative to any action taken in connection with the Estate.

4. COMMUNITY PROPERTY OR MARITAL SHARE. The parties hereby agree that from the Estate of the decedent there shall be set apart or distributed to Maxine Tate Grimm the sum of the following: (1) one-half ($\frac{1}{2}$) of all of the property of the Estate which pursuant to any community property laws of any jurisdiction in which the decedent lived or in which his assets were situated is either the decedent's community property or Maxine Tate Grimm's community property due to the marriage between the decedent and Maxine Tate Grimm; (2) the amount which is equal to the maximum allowable marital deduction under the estate tax laws of the United States of America, calculated as if the Estate (excluding the

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amounts used in the calculation under (1) above) were subject to the estate tax of the United States of America. Such amount shall be set apart or distributed in such a manner as to insure for the Estate that said amount of the Estate will, to the extent possible, be excluded or deducted for death tax purposes. The portion of the Estate to be set apart or distributed to Maxine Tate Grimm pursuant to this paragraph shall hereinafter sometimes be referred to as the "Marital Share." Nothing in this paragraph shall be so interpreted to mean that any death taxes shall be payable from or reduce the portion of the Estate to be set apart or distributed to Maxine Tate Grimm.

Furthermore, it is understood and agreed that the Marital Share shall in no event be less than One Million Five Hundred Thousand Dollars (\$1,500,000) plus the home in the Philippines and the home in Tooele County, State of Utah, together with adjacent land, buildings and improvements. The home in the Philippine Islands is situated at 1001 Lubiran Street, Bacood, Santa Mesa, Manila. The home in Tooele County, Utah is presently owned by Globe Investment Company but the Personal Representatives will take all steps necessary to insure that said home in Tooele County, Utah will be either purchased by the Estate or distributed from Globe Investment Company to the Estate pursuant to a redemption, or in some other reasonable manner be transferred from Globe Investment Company to the Estate.

5. NET DISTRIBUTABLE ESTATE. The term "Net Distributable Estate" as used in this Agreement shall mean all of the Estate available for distribution to the beneficiaries of the Estate after deducting or excluding the Marital Share and after paying all debts of the decedent, claims against the Estate, expenses of administration, all inheritance and estate taxes which may be due and owing

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and after satisfying any bequests to the sisters and brother of the decedent, Frieda Charlotte Allen, Elsa A. Grimm and Fred B. Grimm, under the testamentary instruments referred to in the recitals to this Agreement. For purposes of this paragraph, administration expenses shall include all necessary out-of-pocket expenses incurred by the Personal Representatives or by the Supervised Personal Representatives, any compensation paid to the Personal Representatives or the Supervised Personal Representatives, any appraisal fees and expenses incurred by any appraisers hired by the Personal Representatives or required pursuant to this Agreement, and any fees and expenses incurred by accountants representing the Estate, and the legal fees and expenses incurred by legal counsel representing the Estate and incurred pursuant to said representation (said legal fees and expenses not to include any legal fees or expenses incurred by legal counsel representing the Estate for said legal counsel's representation of any of the parties to this Agreement). At the present time, it is recognized that only the fees payable by the Estate to the law firm of Van Cott, Bagley, Cornwall & McCarthy in Salt Lake City, Utah and the law firm of Angara, Abello, Concepcion, Regala & Cruz of the Philippine Islands shall be recognized as expenses of administration of the Estate. The Personal Representatives may engage the services of other attorneys, if necessary, in connection with the administration of the Estate in other jurisdictions or to handle the defense of claims and other legal matters as the Personal Representatives may from time to time determine. It is understood that while the accountants for the Estate shall be selected by the Personal Representatives, FIRST PARTIES and SECOND PARTIES shall have the option of utilizing individual accountants whose fees shall be paid by the

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Estate subject to such reasonable limitation as may be imposed by the Personal Representatives and with the understanding that if separate accountants are used by both FIRST PARTIES and SECOND PARTIES they shall be subject to the same limitation as to the total amount which will be reimbursable by the Estate. Except as hereinabove specifically provided, each of the parties shall pay the expenses of their own legal counsel.

There shall be excluded from the Net Distributable Estate any completed gifts made by the decedent to any of the parties hereto during the lifetime of the decedent, including (a) any joint tenancy bank accounts given by the decedent or held in decedent's name in trust for one or more of the parties to this Agreement, (b) the personal clothing and jewelry of Maxine Tate Grimm, together with all of the household furniture, furnishings and appliances in the two (2) homes hereinbefore referred to in this Agreement, which items of personal property were either given to or purchased by Maxine Tate Grimm with her own separate funds during the lifetime of the decedent, and (c) any tangible personal property, such as automobiles, personal effects, clothing and personal jewelry in the possession of or registered or titled in the name of one or more of the parties to this Agreement on the date of the decedent's death. The foregoing subparagraph (c) is not intended to exclude from the Net Distributable Estate any tangible personal property, other than automobiles, held for business or investment purposes. None of the parties to this Agreement shall seek to exclude from the Net Distributable Estate any property which was in the possession of the decedent at the time of his death, was registered in his name or was otherwise shown on his books and records to be his separate property on the date of death. All other property not specifically excluded above

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shall be part of the Net Distributable Estate.

6. SHARES OF CHILDREN. It is understood and agreed that the children of the decedent, Linda Grimm, Edward M. Grimm, II, Juanita Grimm Morris and Ethel Grimm Roberts, shall share equally in the Net Distributable Estate. It is further agreed that if the share received by each of the children of the decedent is less than twelve and one-half percent (12½%) of the total of the Net Distributable Estate and the Marital Share, that arrangements will be made by Maxine Tate Grimm to distribute to Juanita Grimm Morris and Ethel Grimm Roberts sufficient additional assets so that each of them will receive an amount equal to twelve and one-half percent (12½%) of the total of the Net Distributable Estate and the Marital Share, provided however, that Maxine Tate Grimm shall in any and all events be entitled to retain from the Marital Share the minimum amount referred to in the second paragraph of Paragraph 4 of this Agreement. Any distribution by Maxine Tate Grimm to Juanita Grimm Morris and Ethel Grimm Roberts, pursuant to the foregoing sentence, shall be made first from her own separate property or from her community property before any of the property received as a marital deduction is used for this purpose. For purposes of this Agreement, assets of the Estate shall be valued at their fair market value on the date of distribution, provided however, that in no event shall they be valued at less than the appraised value of the assets as finally determined for estate or inheritance tax purposes by the jurisdiction imposing a tax upon such asset. It is further understood and agreed that if any of the parties to this Agreement notifies in writing the Personal Representatives that said party desires the assets to be formally appraised, then an independent appraiser shall be selected by the Personal Representatives and the

party requesting the appraisal and said appraiser shall appraise the assets designated by the requesting party. If the Personal Representatives and the requesting party cannot agree upon an appraiser, then the following procedure shall apply to formally appraise the assets: three appraisers shall be appointed to appraise the assets of the Estate, one appraiser shall be appointed by the FIRST PARTIES, one appraiser shall be appointed by the SECOND PARTIES, and the two appraisers so appointed shall appoint a third appraiser. The decision of a majority of said appraisers shall control. The determination of the appraiser or appraisers so appointed shall be binding upon all of the parties to this Agreement, unless, within thirty (30) days after the appraisal report of said appraisers has been received by all of the parties to this Agreement, an action is brought in a court of competent jurisdiction to have the court determine the fair market value. It is further understood and agreed that any in kind distribution of the assets of the Estate must meet the approval of all of the parties to this Agreement and that if any party to this Agreement does not approve said in kind distribution then the assets of the Estate shall either be sold and the proceeds distributed, or each asset of the Estate shall be distributed in undivided interests, or a combination of the two methods.

7. CLAIM OF JUANITA KEGLEY GRIMM. In consideration of the settlement set forth in this Agreement and the distribution to be made to her daughters, Juanita Kegley Grimm expressly waives, surrenders and releases any and all claims which she might have against the decedent or the Estate.

8. COOPERATION OF PARTIES. The parties hereto hereby agree that they will work together for the mutual benefit and interest of the Estate and the beneficiaries thereof and will

cooperate in every way possible in the preparation of the inventory of the assets of the Estate and the settlement of all debts, claims and expenses of administration, including all estate and inheritance taxes.

9. INFORMATION TO BE FURNISHED PARTIES. The Personal Representatives agree that all of the parties to this Agreement who will participate in the distribution of the Estate will be furnished with copies of all relevant documents relating to the Estate, including but not limited to inventories, accountings, tax returns, and other information sufficient to enable them to remain adequately informed as to the problems which arise and the decisions which are made by the Personal Representatives.

10. SURRENDER OF ASSETS. Each of the parties to this Agreement agrees that any and all assets which are or which may be assets of the Estate in their possession or of which they have knowledge shall be disclosed to and to the extent possible surrendered and delivered to the Personal Representatives as soon as possible.

11. CONTINGENT LIABILITIES OF ESTATE. In the event the Estate, the Personal Representatives or the parties to this Agreement should become liable for any claims against the Estate subsequent to the date of distribution to the parties hereto, the parties agree to contribute to any such contingent liabilities in proportion to their share of the assets received pursuant to this Agreement, provided however, that nothing contained in this paragraph shall impair the minimum Marital Share which Maxine Tate Grimm shall be entitled to receive under Paragraph 4 of this Agreement (second paragraph) unless there is no Net Distributable Estate.

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12. DATE OF DISTRIBUTION. It is understood and agreed that the date of distribution of the Estate shall be no later than one (1) year after the estate and inheritance taxes of any and all of the jurisdictions which claim taxes due to them from the Estate have been settled, except that the date of the distribution may be delayed past said one (1) year if all of the parties to this Agreement agree thereto.

13. INCOME OF THE ESTATE DURING ADMINISTRATION. It is understood and agreed that any distributions of income from the Estate during the administration of the Estate shall be made one-half ($\frac{1}{2}$) to Maxine Tate Grimm, one-eighth ($\frac{1}{8}$) to Linda Grimm, one-eighth ($\frac{1}{8}$) to Edward M. Grimm, II, one-eighth ($\frac{1}{8}$) to Juanita Grimm Morris and one-eighth ($\frac{1}{8}$) to Ethel Grimm Roberts, provided that no distribution of income shall be made in such a manner as to disqualify, in any amount, any marital deduction or other exclusion which may be otherwise allowable to the Estate under the applicable death tax laws of any jurisdiction imposing a tax upon the assets. Nothing in this paragraph shall be deemed to imply an obligation on the part of the Personal Representatives to make any distribution of income from the Estate during administration.

14. GENERAL PROVISIONS.

- A. This Agreement supersedes all prior verbal discussions by the parties hereto and sets forth the entire understanding and agreement of the parties.
- B. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

- C. In the event any legal action is required to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all costs of suit, including reasonable attorney's fees.
- D. The paragraph headings used herein are for convenience only and shall not be deemed to modify or construe the provisions of this Agreement.
- E. The parties hereto hereby agree to execute any and all additional documents of every nature and description which may reasonably be required to carry out the terms, provisions and intention of this Agreement.
- F. This Agreement shall not be binding upon any party to this Agreement until the same has been executed by all of the parties, provided however, that one or more counterparts of this Agreement may be executed with the same binding effect as if all of the parties had signed the original or one of the copies of same.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

FIRST PARTIES:

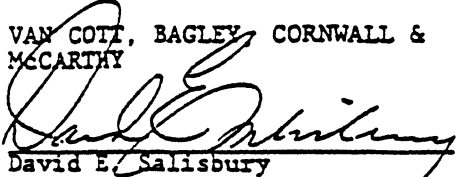
Maxine Tate Grimm

Linda Grimm

Edward M. Grimm, II

APPROVED:

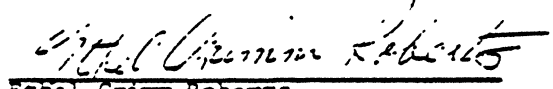
VAN COTT, BAGLEY, CORNWALL &
MCCARTHY


David E. Salisbury
Attorneys for First Parties
141 East First South
Salt Lake City, Utah 84111

SECOND PARTIES:

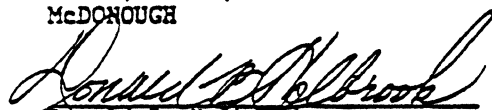

Juanita Kegley Grimm


Juanita Grimm Morris


Ethel Grimm Roberts

APPROVED:

JONES, WALDO, HOLBROOK &
McDONOUGH


Donald B. Holbrook
Attorneys for Second Parties
800 Walker Bank Building
Salt Lake City, Utah 84111

SUPPLEMENTAL MEMORANDUM

THIS SUPPLEMENTAL MEMORANDUM is entered into by the parties to that certain Agreement dated the 25th day of April, 1978 (the "Agreement") concerning the Estate of Edward M. Grimm, deceased, and is intended by the parties to supplement the provisions thereof.

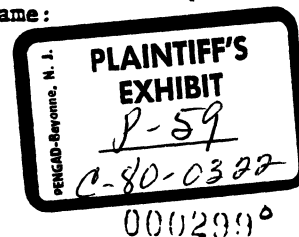
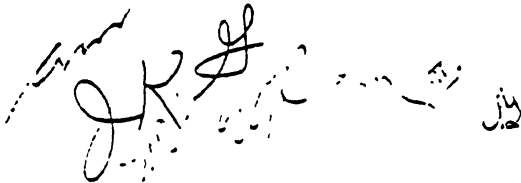
It is understood and agreed by the parties that any property of Edward M. Grimm which was transferred by him during his lifetime to Edward M. Grimm, II, as Trustee, to be held pursuant to that certain Trust Agreement dated the 12th day of July, 1977 will be included in the Estate of the decedent for the purposes of said Agreement notwithstanding the fact that the Agreement does not specifically make reference to said trust or the assets thereof.

It is further understood and agreed that the only joint tenancy and trustee accounts referred to in subsection (a) of the second paragraph of Paragraph 5 of the Agreement which shall be excluded from the Net Distributable Estate are as follows:

1. Two accounts in First National City Bank (Citibank) in Hong Kong, one in the name of Edward M. Grimm in trust for Edward M. Grimm, II, and one in the name of Edward M. Grimm in trust for Linda Grimm.
2. Wells Fargo Savings Account in the name of Edward M. Grimm in trust for Linda Grimm in the approximate amount of \$35,000.00.
3. First Security Bank of Utah Savings Account in the names of Edward M. Grimm and Maxine Tate Grimm having a date of death balance of approximately \$11,000.00.

In addition to the above accounts, it is clearly understood that all savings accounts in Commercial Security Bank, Walker Bank & Trust Company and Person-to-Person (Citibank) in Utah standing in the sole names of Edward M. Grimm, II and Linda Grimm are likewise their own property.

With respect to the following accounts, the same shall be deemed part of the Estate for purposes of the Agreement except to the extent that Maxine Tate Grimm can show for estate and inheritance tax purposes that she contributed to the acquisition of same:



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- A. Commercial Security Bank Savings Account, Tooele Branch, in the joint names of Edward M. Grimm, Maxine Tate Grimm, Edward M. Grimm, II and Linda Grimm, having a date of death balance of approximately \$92,000.00.
- B. Walker Bank & Trust Company Savings Account in the joint names of Edward M. Grimm, Maxine Tate Grimm, Edward M. Grimm, II, and Linda Grimm having a date of death balance of approximately \$40,000.00.
- C. Savings accounts in the Hong Kong Shanghai Bank having a date of death balance of approximately \$40,000.00 now in the names of Maxine Tate Grimm and Linda Grimm.

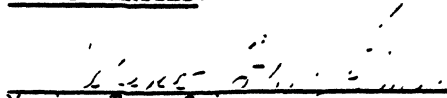
With the exception of the account in Commercial Security Bank in the names of Edward M. Grimm, II and Linda Grimm, referred to on page 1 of this Supplemental Memorandum, to the extent any joint tenancy or trustee accounts or any gifts made by the decedent to any of the parties to the Agreement are included in the Estate for estate or inheritance tax purposes, then the surviving joint tenant, beneficiary or donee shall pay the net amount of the estate and inheritance taxes attributable to said items, together with any prior gift taxes, less any applicable gift tax credit.

Notwithstanding the provisions of Paragraph 14 A of said Agreement, it is intended that this Memorandum shall supplement said Agreement, shall be used in interpreting same and shall be binding upon and inure to the benefit of all of the parties.

APPROVED this 25th day of April, 1978.

FIRST PARTIES:

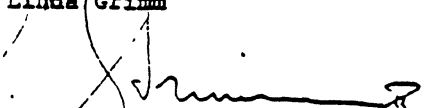
SECOND PARTIES:


Maxine Tate Grimm


Juanita Kegley Grimm


Linda Grimm


Juanita Grimm Morris


Edward M. Grimm, II


Ethel Grimm Roberts