

**SEÑOR INTENDENTE DE COMPAÑÍAS DE LA SUPERINTENDENCIA DE
COMPAÑÍAS, VALORES Y SEGUROS.-**

NICOLAS CHONG MONTENEGRO, por los derechos que represento de la compañía
FINCA BOTÁNICA AROMÁTICA S.A. en mi calidad de Presidente, dentro del trámite
No. 93323-0041-18 ante usted respetuosamente comparezco, digo y solicito:

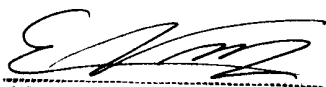
El Fideicomiso D. Gary Young Family Trust tiene su domicilio en el Estado de Utah y
no tiene número de identificación, sino solo los documentos que acreditan su existencia
se van a ingresar a la Superintendencia una vez que sea registrada la transferencia de
acciones.

En cuanto a su identificación en el Ecuador, ya se le ha asignado un número por parte de
la Superintendencia de Compañías, Valores y Seguros, este es el SE-Q-00006451.

Por lo antes expuesto, díguese a actualizar dentro del Registro de Sociedades, la
composición accionaria de mi representada, debiendo quedar de la siguiente manera:

Accionista	Acciones
YL HOLDINGS INC.	8.750
MARY BILLETER YOUNG	625
D. GARY YOUNG FAMILY TRUST	625
Total	10.000

A ruego de peticionario, su abogado debidamente autorizado,


ESTEBAN NOBOA CARRION
ABOGADO
Mat. No. 09-2014-586



21 DIC/2018

Sr. Braulio Arias
C.A.U. - GYE

27 DIC 2018

15:30

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21/12/18

Nº TRAMITE: 93323-0041-18

DOCUMENTO: Solicit.d



OFFICE OF THE LIEUTENANT GOVERNOR

Apostille

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America
2. This public document has been signed by TRINA KINYON
3. Acting in the capacity of NOTARY PUBLIC, STATE OF UTAH
4. Bears the seal/stamp of TRINA KINYON, NOTARY PUBLIC, STATE OF UTAH

Certified

5. at Salt Lake City, Utah, U.S.A.
6. the 24th day of October, 2018
7. by Spencer J. Cox, Lieutenant Governor, State of Utah, U.S.A.
8. Number: 347851
9. Seal/Stamp:



10. Signature

Spencer J. Cox
Lieutenant Governor



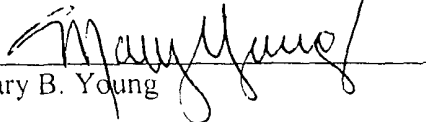
N° TRAMITE: 93323-CC41-16 21/12/18 5.1.3
DOCUMENTO: Documentos de Soporte

This certification attests only to the authenticity of the signature of the official who signed the affixed document, the capacity in which that official acted and where appropriate the identity of the seal or stamp which the document bears. This certification is not intended to imply that the contents of the document are correct, nor that they have the approval of the State of Utah

The Office of the Utah Lieutenant Governor
350 South State Street, #220
Salt Lake City, Utah 84103

ATTESTATION

I, Mary B. Young, am the wife of D. Gary Young. D. Gary Young passed away on May 12, 2018. I hereby certify that the attached copy of the Amended and Restated Trust Agreement referred to as the "D. Gary Young Family Trust" dated December 23, 2013, is a complete, accurate and true copy of the original.

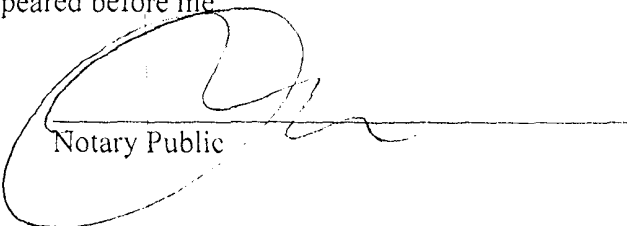

Mary B. Young

Signed this 10 day of October, 2018, in Lehi, Utah 84043.

State of Utah)
)ss.
County of Utah)

Subscribed and sworn to before me on this 10 day of October 2018 by Mary B. Young, who is either personally known to me or has proven on the basis of satisfactory evidence to be the person who appeared before me.




Notary Public

**AMENDED AND RESTATED
TRUST AGREEMENT**
originally dated May 5, 2011

between

D. GARY YOUNG
as grantor

and

D. GARY YOUNG
as trustee

KIRTON | McCONKIE

60 E. South Temple, Suite 1800
Salt Lake City, Utah 84111
(801) 328-3600

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AMENDED AND RESTATED TRUST AGREEMENT

I, D. Gary Young, as grantor and as trustee, previously entered into a certain trust agreement dated May 5, 2011 (the "Original Trust Agreement"), creating a trust which is referred to as the "D. Gary Young Family Trust." Under Article XI of the Original Trust Agreement I reserved the right to amend said Original Trust Agreement, in whole or in part, at any time during my lifetime by a writing signed by me and delivered to the trustee. I now desire to amend and restate the Original Trust Agreement in its entirety by deleting Articles I through XII and substituting the following Articles I through VII in place thereof. Accordingly, any property assigned, conveyed, devised, bequeathed or otherwise transferred by me or by any other person (all of which is collectively termed the "trust estate") shall be held, administered and disposed of by the trustee as hereinafter set forth in this Amended and Restated Trust Agreement (the "Trust Agreement") as of this 23 day of December, 2013.

I am currently married to Mary B. Young. Our children now living are as follows:

<u>Name</u>	<u>Birthdate</u>
Jacob Gary Kaleb Young	August 25, 2000
Josef Don Joshua Benjamin Young	February 1, 2004

Except as otherwise provided for herein, I intend the provisions of this Trust to apply only to such above-named children and their issue as well as any children or issue subsequently born or adopted after the date of this Trust Agreement. I intentionally have not provided for any other children of mine, and the only provision that I intend to make for them or their issue is set forth in Section 3.3(a) below.

ARTICLE I
DURING MY LIFETIME

1.1 Distribution of and Payments From Income. The trustee shall pay from the income, if any, of the trust estate all costs, charges and expenses of administering the trust, including all taxes. The trustee shall pay the remaining net income, if any, to me in such installments as I may elect.

1.2 Distribution of Principal. The trustee is authorized and directed to expend on my behalf any portion or all of the principal of the trust estate as the trustee shall deem necessary or appropriate for my benefit, without restriction.

1.3 Distributions Pursuant to Power of Attorney. Any distribution of income or principal which the trustee is authorized to make to me may, in the trustee's discretion, be distributed to my attorney-in-fact, if any, to whom I have granted authority for my financial matters.

1.4 Reserved Powers. I reserve the right and power at any time and from time to time during my life, by written instrument, to revoke in whole or in part the trusts for which provision is made in this trust agreement and to withdraw any portion or all of the properties belonging to the trust estate, and to alter or amend any term or provision of this trust agreement, except that I shall not have the power to change the duties or compensation of the trustee without the trustee's written consent. Upon my death, this trust agreement and the trusts for which provision is made herein shall thereafter be irrevocable and not subject to alteration or amendment by any person.

1.5 Effect of Incapacity. If I am determined to be incapacitated, then, during any period in which I am incapacitated: (1) if I am then acting as a trustee hereunder, I shall be deemed to have resigned; (2) any attempt by me to exercise any of the powers reserved by me under this Trust Agreement shall be without force and effect; and (3) the trustee shall have power and authority on my behalf to exercise or perform any act, power, duty, right or obligation whatsoever that I may have, relating to any person, matter, transaction or property, real or personal, tangible or intangible, whether in the trust estate or owned by me, including, without limitation, power to transfer to itself upon the terms set forth in this Trust Agreement any property owned by me.

The trustee is authorized during any period in which I am incapacitated to expend any portion or all of the income or principal of the trust estate as the trustee in its sole and absolute discretion deems necessary or advisable (i) for the support, maintenance, health, comfort and welfare of any person who, in the judgment of the trustee, is dependent upon me, (ii) for the payment of premiums on any insurance policies owned by me, whether or not subject to the terms of this Trust Agreement, and (iii) for the purpose of discharging any obligation incurred by me and believed by the trustee to be a valid debt. Further, the trustee may, in the trustee's discretion, continue any plan of family or charitable distributions initiated by me or commence any such plan contemplated by me of which the trustee has knowledge. The trustee's determination as to the desirability of continuing or instituting any such plan shall be conclusive upon all persons. The trustee shall pay any gift and generation-skipping transfer taxes imposed on any transfer under this Section 1.5.

If, at any time after I am determined to be incapacitated, the trustee receives a written statement signed by my personal physician that I am no longer incapacitated, then I no longer will be deemed to be incapacitated. Upon such recovery, I shall be entitled to exercise all rights and powers retained by me under this Article I.

1.6 Additions to Trust Estate. I or any other person may assign, transfer and deliver additional real or personal property to the trustee, with the consent of the trustee, or may by will devise and bequeath additional real or personal property to the trustee, to be held, administered and disposed of as a part of the trust estate and subject to all the terms and conditions thereof.

ARTICLE II UPON MY DEATH, IF MY WIFE, MARY B. YOUNG, SURVIVES ME

2.1 Payment of Taxes, Funeral Expenses and Administration Expenses. The trustee shall pay to my personal representative such sums as my personal representative shall certify to be necessary to pay my funeral expenses, all claims against my estate, the expenses of administering my estate and all death taxes chargeable to my estate and to satisfy all pre-residuary gifts provided for in my will, in the event my probate estate (excluding the income thereof) is insufficient to provide therefore; provided, however, no payments authorized under this paragraph shall be made from funds held in any individual retirement accounts or Retirement Plans or from any distributions or the income therefrom or proceeds of any reinvestment thereof, and the trustee is specifically authorized to borrow from any beneficiary or from any other trust established by me in order to make the payments

authorized by this paragraph. The trustee shall pay out of the trust estate all expenses of administration of the trust estate (including but not limited to the compensation of the trustee and attorneys' fees) payable from the principal of the trust estate after my death and until the division of the trust estate into the Credit Shelter Trust and the Marital Trust is completed.

2.2 Distribution of Tangible Personal Property. I give to my wife, Mary B. Young, all of my personal effects, clothing, jewelry, household goods and furniture, automobiles, and all other nonbusiness tangible personal property, together with all rights that I may have under any casualty insurance thereon. I may leave a memorandum pursuant to Section 75-2-513 of the Utah Code Annotated with respect to the further disposition of one or more of these articles of tangible personal property. Any such written document shall be deemed an amendment to this Trust Agreement to the extent it purports to dispose of any such tangible personal property which has been transferred to the trustee, provided it is in conformity with the foregoing statute and has been delivered to trustee, regardless of whether or not my will has been submitted for probate. I direct that the trustee distribute such items of tangible personal property in accordance with the directions contained in such memorandum.

2.3 Division of Trust Estate. After making the payments and distributions authorized pursuant to paragraphs 2.1 and 2.2 above, the trustee shall divide the trust estate, including such properties as pass to the trustee as a result of my death, into two separate trusts to be known as the Credit Shelter Trust and the Marital Trust.

(a) Allocation to Credit Shelter Trust. The trustee shall set over and allocate to the Credit Shelter Trust a fraction of the balance of the trust estate. The numerator

shall be a sum equal to the largest amount, if any, that can pass free of federal estate tax under this paragraph by reason of the applicable credit amount and the state death tax credit (provided and to the extent that use of this credit does not require an increase of the state death taxes paid) allowable to my estate (but no other credit) and after taking account of property passing outside of this trust agreement (whether by my will or otherwise) which is includable in my gross estate and does not qualify for the marital or charitable deduction and charges to principal that are not allowed as deductions in computing my federal estate tax. The denominator shall be the value of the property disposed of by this trust agreement reduced by any payments made pursuant to Sections 2.1 and 2.2 of this Article II. For the purpose of establishing such fraction, the values finally fixed in the federal estate tax proceeding relating to my estate shall be used. I recognize that the numerator of such fraction may be zero, in which case no property shall be allocated to the Credit Shelter Trust, and that the numerator may be affected by the actions of the trustee and my personal representative in exercising certain tax elections.

(b) Allocation to Marital Trust. The trustee shall set over and allocate to the Marital Trust the remaining fraction of the trust estate (or the entire balance of the trust estate if no property passes to the Credit Shelter Trust).

(c) Asset Allocation to Marital Trust. I direct that the property set apart for funding the Marital Trust shall consist only of assets that (1) may qualify for the marital deduction under the provisions of the Internal Revenue Code applicable to my estate, or the proceeds of such assets, and (2) are not situated (within the meaning of such Code or any

United States estate tax convention applicable to my estate) in a foreign country and subject to any estate, inheritance, succession or other death tax imposed by a foreign country or a possession or political subdivision thereof, or the proceeds thereof, except to the extent that the trust estate does not include sufficient other property to permit the full establishment of the Marital Trust. Items of income in respect of a decedent shall be allocated to the Marital Trust except and to the extent necessary to permit the maximum funding of the Credit Shelter Trust. The Marital Trust shall not be charged with any estate, inheritance, succession, generation-skipping or other death taxes imposed by reason of my death.

(d) Asset Allocation to Credit Shelter Trust. Any policies insuring my wife's life and any assets not includable in my estate for Utah estate tax purposes may be allocated to the Credit Shelter Trust. To the extent not inconsistent with my will, all estate, inheritance, succession, generation-skipping or other death taxes imposed by reason of my death shall be charged to the Credit Shelter Trust; provided, however, if the amount of estate, inheritance, succession, generation-skipping or other death taxes is increased by reason of my wife making a qualified disclaimer with regard to any portion of the Marital Trust, such increase in such taxes shall be charged to the Disclaimer Trust.

2.4 Credit Shelter Trust. The Credit Shelter Trust shall be held, administered and disposed of for the benefit of my wife, Mary B. Young, and my children as follows:

(a) Distribution of Net Income. After payment of all taxes, charges and expenses attributable to the Credit Shelter Trust, the trustee shall pay the net income to or for the benefit of my wife, Mary B. Young, at least annually. All net income of the Credit Shelter

Trust which has accrued and is on hand at my wife's death shall be paid by the trustee to her personal representative.

(b) Distribution of Principal.

(i) To My Wife. The trustee may pay to or for the benefit of my wife from time to time such amounts of the principal of the Credit Shelter Trust as the trustee may determine to be necessary for her health, maintenance and support in the standard of living to which she and I were accustomed at the time of my death and after taking into consideration my wife's other sources of funds; provided, however, the trustee shall not make such payments of principal from the Credit Shelter Trust to my wife until the entire assets of the Marital Trust are first exhausted.

(ii) To My Children. The trustee may pay to or for the benefit of any one or more of my children from time to time such amounts of the principal of the Credit Shelter Trust as the trustee may determine to be necessary for the health, education, maintenance and support of any one or more of my children. In addition, if any of my adult children desires to purchase a home as his or her residence, desires to invest in a business, profession, or enterprise in which he or she materially participates, or desires to marry, the trustee is authorized upon the written request of such child to make any such distribution from the principal of the Credit Shelter Trust. The trustee's discretionary authority under the second sentence of this paragraph can be exercised only with the written consent of my wife.

(c) Limited Right of Withdrawal. Upon written notice to the trustee, my wife shall have the right to withdraw annually five thousand dollars (\$5,000) or five percent

(5%) of the principal of the Credit Shelter Trust, whichever is the greater amount, as valued by the trustee as of the date of such withdrawal. Such annual right of withdrawal shall not be cumulative and may not be exercised until the entire assets of the Marital Trust are first exhausted. The notice of withdrawal must be delivered to the trustee on or before January 15 of the calendar year in which the exercise is intended, and the power to withdraw shall lapse for such year if notice is not timely provided.

(d) Limited Power of Appointment. Upon my wife's death, the remaining principal of the Credit Shelter Trust shall be distributed to or for the benefit of my children and their issue in such shares and estates, legal or equitable, and upon such terms and conditions as my wife may designate and appoint in her will by specific reference to this limited power of appointment.

(e) Addition to Family Trust. To the extent that my wife fails effectively to exercise her limited power of appointment under paragraph 2.4(d) above, the remaining portion of the Credit Shelter Trust shall become a part of the Family Trust to be held, administered and disposed of by the trustee in accordance with the provisions of Article III hereof.

(f) Contingent General Power of Appointment. My wife also is hereby granted the power to appoint by a Will, duly admitted to probate, which Will specifically refers to this power, the whole or any part of the principal and undistributed income of the Credit Shelter Trust on hand at her death to the creditors of her estate; provided, however, that such power may be exercised in favor of the creditors of her estate with respect to only

that portion of the Credit Shelter Trust which can pass free of federal estate tax, after taking into consideration all factors relevant to this federal estate tax objective, including, but not limited to:

(i) All deductions claimed and allowed in determining the federal estate tax liability of my wife or of her estate;

(ii) The net value of all other property included in her estate, whether or not such property passes under this Trust Agreement or passes at the time of her death or has passed before her death to or in trust for any person or entity, so that it is included in her gross estate for federal estate tax purposes and does not qualify for the federal estate tax charitable deduction; and

(iii) All credits and exclusions allowed for federal estate tax purposes, including but not limited to any credit allowable under Section 2010 of the Internal Revenue Code (relating to the Unified Credit against estate tax, including any deceased spousal unused exclusion amount), Section 2057 (relating to family-owned businesses), Section 2032A (relating to special-use valuation), and Section 2031(c) (relating to qualified conservation easements), but not including any credit allowable under Section 2011 of the Internal Revenue Code (relating to credit for state death taxes), unless and to the extent that death taxes would be payable to any state regardless of the credit allowable under Section 2011 of the Internal Revenue Code.

As soon as is reasonably possible following the death of my wife, the trustee shall distribute that portion of the Credit Shelter Trust estate as my wife appoints pursuant to

this Section 2.4(f). The assets of the Credit Shelter Trust subject to this power and the assets to be distributed in satisfaction of the exercise of this power, if any, will be selected by the trustee and valued as of the date of my wife's death. In determining the amount subject to the power of appointment granted pursuant to this Section 2.4(f), the final determination of values in the federal estate tax proceedings pertaining to my wife's estate shall control.

2.5 The Marital Trust. The Marital Trust shall be held, administered and disposed of for the benefit of my wife, Mary B. Young, as follows:

(a) Distribution of Income. After payment of all taxes, charges and expenses attributable to the Marital Trust, the trustee shall pay the net income to or for the benefit of my wife at least annually. My wife shall have the power, exercisable annually, to compel the trustee to withdraw from any and all (i) individual retirement accounts, and (ii) Retirement Plans, to the extent permitted under the provisions governing each Retirement Plan, of which I have designated the Marital Trust as the beneficiary upon my death, an amount equal to all the net income earned on the assets held in such individual retirement accounts and Retirement Plans, and to pay the amount so withdrawn to my wife.

In computing the net income of the Marital Trust, no deduction from gross income or allocation shall be made that would disqualify the property in the Marital Trust as a marital deduction for federal estate tax purposes, and all net income which has accrued and is on hand at my wife's death shall be paid by the trustee to her personal representative.

(b) Distribution of Principal. The trustee may pay to or for the benefit of my wife from time to time such amounts of the principal of the Marital Trust as the trustee

may determine to be necessary for her health, maintenance and support in the standard of living to which she and I were accustomed at the time of my death and after taking into consideration my wife's other sources of funds.

(c) Full Right of Withdrawal. Upon written notice to the trustee, my wife shall have at any time the right to withdraw all or any part of the principal of the Marital Trust, without restriction.

(d) General Power of Appointment. Upon my wife's death, the remaining principal of the Marital Trust shall be distributed to or for the benefit of my wife's estate, my children and their issue in such shares and estates, legal or equitable, and upon such terms and conditions as my wife may designate and appoint in her will by specific reference to this general power of appointment.

(e) Addition to Family Trust. To the extent that my wife fails effectively to exercise her general power of appointment under Section 2.5(d) above, the remaining portion of the Marital Trust shall become a part of the Family Trust to be held, administered and disposed of by the trustee in accordance with the provisions of Article III hereof.

2.6 Disclaimer Trust. My wife may disclaim all or a portion of her interest in the trust funds to be allocated to the Marital Trust. In such event, the trust funds in which my wife has disclaimed her interest shall not be allocated to the Marital Trust but instead shall be allocated to the Disclaimer Trust. The Disclaimer Trust shall be held, administered and disposed of for the benefit of my wife, Mary B. Young, as follows:

(a) Distribution of Income. After payment of all taxes, charges and expenses attributable to the Disclaimer Trust, the trustee shall pay the net income to or apply it for the benefit of my wife at least annually.

(b) Distribution of Principal. The trustee may pay to or for the benefit of my wife from time to time such amounts of the principal of the Disclaimer Trust as the trustee may determine to be necessary for her health, maintenance and support in the standard of living to which she and I were accustomed at the time of my death and after taking into consideration my wife's other sources of funds; provided, however, the trustee shall not make such payments of principal from the Disclaimer Trust to my wife until the entire assets of the Marital Trust are first exhausted.

(c) Addition to Family Trust. Upon my wife's death, the remaining principal of the Disclaimer Trust shall become a part of the Family Trust to be held, administered and disposed of by the trustee in accordance with the provisions of Article III.

ARTICLE III
UPON THE DEATH OF MY WIFE, MARY B. YOUNG, IF SHE SURVIVES ME, OR
UPON MY DEATH IF MY WIFE DOES NOT SURVIVE ME

3.1 Payment of Taxes, Funeral Expenses and Administration Expenses. The trustee shall pay to my personal representative such sums as my personal representative shall certify to be necessary to pay my funeral expenses, all claims against my estate, the expenses of administering my estate and all death taxes chargeable to my estate and to satisfy all pre-residuary gifts provided for in my will, in the event my probate estate (excluding the income

thereof) is insufficient to provide therefore; provided, however, no payments authorized under this paragraph shall be made from funds held in any individual retirement accounts or Retirement Plans or from any distributions or the income therefrom or proceeds of any reinvestment thereof, and the trustee is specifically authorized to borrow from any beneficiary or from any other trust established by me in order to make the payments authorized by this paragraph. The trustee shall pay out of the trust estate all expenses of administration of the trust estate (including but not limited to the compensation of the trustee and attorneys' fees) payable from the principal of the trust estate after my death and until the division of the trust estate into equal separate shares, as provided below, is completed.

3.2 Distribution of Tangible Personal Property. If my wife does not survive me, I give all of my personal effects, clothing, jewelry, household goods and furniture, automobiles, and all other nonbusiness tangible personal property, together with all rights that I may have under any casualty insurance thereon, in substantially equal shares to my children who survive me, such division to be made in the sole discretion of the trustee after taking into consideration any reasonable requests of my children for any particular articles. I may leave a memorandum pursuant to Section 75-2-513 of the Utah Code Annotated with respect to the further disposition of one or more of these articles of tangible personal property. Any such written document shall be deemed an amendment to this Trust Agreement to the extent it purports to dispose of any such tangible personal property which has been transferred to the trustee, provided it is in conformity with the foregoing statute and has been delivered to trustee, regardless of whether or not my will has been submitted for probate. I

direct that the trustee distribute such items of tangible personal property in accordance with the directions contained in such memorandum.

3.3 Division and Distribution of Trust Estate. After making the payments and distributions provided for in Sections 3.1 and 3.2 above, balance of the trust estate shall be held, administered, and disposed of as provided herein.

(a) Education Trust. Prior to the division and distribution provided for in Section 3.3(b) below, the trustee shall set aside and allocate the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) to the Descendants Education Fund. Such fund shall be held, administered and disposed of as follows:

(i) Potential Distributees. The beneficiaries of the Descendants Education Fund shall be the children and more remote descendants of my children other than my sons, Jacob Gary Kaleb Young and Josef Don Joshua Benjamin Young. Each such beneficiary shall be referred to as a Potential Distributee.

(ii) Distributions For Education. The trustee may pay for the benefit of a Potential Distributee an amount necessary to cover tuition, books and fees at the college, university or trade school where the Potential Distributee is attending school. A Potential Distributee may attend any college, university or trade school, but he or she shall receive the distribution(s) provided for herein, only while he or she is attending school full time while maintaining at least a 3.0 grade point average. The Potential Distributee must provide satisfactory evidence of the same to the trustee. The trustee shall not make payment directly to the Potential Distributee, but instead shall make payments directly to the college,

university or trade school. Any provision to the contrary notwithstanding, the trustee shall not distribute more than Fifty Thousand dollars (\$50,000) for the benefit of any one Potential Distributee; provided, however, that the trustee may, in the trustee's sole discretion, determine that an increase in this maximum distributable amount is necessary due to inflation and the increased costs of education.

(iii) Maximum Annual Distributions. Any provision to the contrary notwithstanding, the amount distributable annually from the Education Trust shall not exceed an amount equal to the net income plus ten percent (10%) of the principal of the Education Trust. To the extent the amount distributable annually is insufficient to make the permissible distributions with respect to all Potential Distributees for any given year, the trustee shall apportion the distributions from the Education Trust for such given year among the Potential Distributees.

(iv) Final Distributions. To the extent the remaining funds in the Education Trust become insufficient to make the permissible distributions with respect to all Potential Distributees, the trustee shall apportion remaining funds among the Potential Distributees and make a final distributions of the remaining funds of the Education Trust as provided herein.

(b) Creation of Children's Shares. The remaining balances of the trusts created in Article II, if any, or all of the trust estate if my wife does not survive me, after making the payments and distributions provided for in Sections 3.1, 3.2 and 3.3(a) above, as the case may be, shall be held, administered and disposed of by the trustee as the Family

Trust. The trustee shall divide the principal of the Family Trust into equal separate shares. There shall be one (1) share for each of my children who is living at the date this Article becomes effective, and one (1) share for each of my children who has died leaving issue surviving at the date this Article becomes effective. For purposes of determining the value of the principal of the Family Trust prior to division into separate shares, all amounts distributed to any child pursuant to the second sentence of Section 2.3(b) of Article II shall be deemed to be part of the principal of the Family Trust, with the amounts so distributed valued at the dates of distribution. The share established for each child (or for a deceased child's surviving issue) shall be charged with the amounts so distributed to such child. Each share established for a child of mine who has died leaving issue surviving at the date this Article becomes effective shall be subdivided into separate shares for said child's then surviving issue, per stirpes. The shares established hereunder shall be held, administered and disposed of as follows:

(a) Common Investments. Each share shall be maintained separately, but the trustee is authorized to make common investments for all or any of the several shares created hereby.

(b) Distribution of Income.

(i) Beneficiary Under Age 21. The trustee may pay to or for the benefit of a beneficiary who has not attained the age of twenty-one (21) years so much of the net income of the beneficiary's share as the trustee may determine to be necessary for the health, education, maintenance and support of the beneficiary and may pay so much of the

excess net income, if any, to a custodian under the Utah Transfers to Minors Act, or similar statute enacted in another jurisdiction, as the trustee determines to be in the beneficiary's best interest. The trustee shall accumulate such net income of the share as is not distributed, and once the beneficiary attains the age of twenty-one (21) years the accumulation shall be treated as principal.

(ii) Beneficiary Age 21 or Over. The trustee shall pay to or for the benefit of a beneficiary who has attained the age of twenty-one (21) years the net income of the beneficiary's share at least annually.

(c) Discretionary Distribution of Principal. The trustee may pay to or for the benefit of a beneficiary from time to time such amounts of the principal of the beneficiary's share as the trustee may determine to be necessary for the health, education, maintenance and support of the beneficiary. In addition, upon the written request from a beneficiary who is an adult child of mine, the trustee is authorized to pay to or apply for the benefit of such child such amounts of the principal of such child's share as the trustee may determine to be necessary or desirable to enable such child to purchase a home as his or her residence, to invest in a business, profession, or enterprise in which he or she materially participates, or to marry.

(d) Mandatory Distribution of Principal.

(i) Share for Child of Mine. The balance of a share held for the benefit of a child of mine shall be paid and distributed to such child when such child has attained the age of forty (40) years. If a beneficiary who is a child of mine shall die prior to

receipt of any portion of his or her share, the portion of the child's share that has not previously been distributed shall be distributed to such persons, excluding such child's estate and the creditors of such child's estate, in such shares and estates, legal or equitable, and upon such terms and conditions as such child may designate and appoint in his or her will by specific reference to this limited power of appointment; provided, however, upon the death of such child, if any amount of such child's share subject to the foregoing limited power of appointment would otherwise be subject to any generation-skipping transfer tax, then that portion of such amount which, if added to such child's gross estate for federal estate tax purposes, would result in the least aggregate estate, inheritance, succession, generation-skipping or other death taxes as to such child's estate and the trust administered hereunder shall be distributed to such persons, including such child's estate and the creditors of such child's estate, in such shares and estates, legal or equitable, and upon such terms and conditions as such child may designate and appoint in his or her will by specific reference to this general power of appointment. To the extent that such child fails to effectively exercise a power of appointment hereinbefore granted, the remaining portion of such child's share shall be distributed to such child's then surviving issue, per stirpes, but if there are no such surviving issue, to my then surviving issue, per stirpes; provided, however, that if any of such issue are beneficiaries of a trust share hereunder, the distribution to any such beneficiary shall be added to such trust share.

(ii) Share for Living Issue of Child. The share held for the benefit of a beneficiary who is not a child of mine shall be distributed to such beneficiary when he or

she has attained the age of twenty-five (25) years, or if such beneficiary shall die prior to receipt of any portion of his or her share, such beneficiary's share shall be distributed to such beneficiary's estate.

(e) Beneficiary's Age at Effective Date. If a beneficiary has attained a specified age prior to the date this Article becomes effective, the trustee shall distribute to such beneficiary when this Article becomes effective that portion of his or her share which such beneficiary would have been entitled to receive if such beneficiary had attained such age after this Article became effective.

3.4 Distribution to Minor Beneficiaries. If any beneficiary hereunder has not attained the age of twenty-five (25) years at the time such beneficiary shall be entitled to a distribution of any part or all of the principal of a trust share hereunder, whether by the terms of this trust agreement or by virtue of the exercise of a power of appointment hereinbefore granted, such distribution shall be postponed, and thereafter such share shall be held, administered and disposed of as follows:

(a) Distribution of Income. The trustee may pay to or for the benefit of the beneficiary so much of the net income of the beneficiary's share as the trustee may determine to be necessary for the health, education, maintenance and support of the beneficiary and may pay so much of the excess net income, if any, to a custodian under the Utah Transfers to Minors Act, or similar statute enacted in another jurisdiction, as the trustee determines to be in the beneficiary's best interest. The trustee shall accumulate such net income of the share as is not distributed, and once the beneficiary attains the age of twenty-one (21) years the

accumulation shall be treated as principal. Upon attaining the age of twenty-one (21) years, the trustee shall pay to or for the benefit of such beneficiary the net income of the beneficiary's share, at least annually.

(b) Discretionary Distribution of Principal. The trustee may pay to or for the benefit of the beneficiary from time to time such amounts of the principal of the beneficiary's share as the trustee may determine to be necessary for the health, education, maintenance and support of the beneficiary.

(c) Mandatory Distribution of Principal. The share shall be distributed to the beneficiary when he or she has attained the age of twenty-five (25) years, or if such beneficiary shall die prior to receipt of any portion of his or her share, such beneficiary's share shall be distributed to such beneficiary's estate.

3.5 Failure of Beneficiaries. If, at any time during the administration of the Family Trust, there shall be no designated beneficiary (including the estate of a deceased beneficiary if the terms of this instrument designate the estate as a beneficiary) of a trust or trust share created herein, the entire unappointed balance of the Family Trust shall be paid and distributed to an employee stock option plan for the benefit of employees of the Young Living Entities, as defined in Section 6.1 below, to be created at the time this Section 3.5 becomes applicable.

3.6 Trustee's Power to Withhold Distributions. Any provision to the contrary notwithstanding, the trustee shall have the power to refrain from distributing outright the principal or net income, or both, of a trust to a beneficiary when otherwise subject to

mandatory distribution, when unusual circumstances exist which, in the trustee's sole discretion, cause it to be in such beneficiary's best interests to withhold such distribution. This discretion has been granted to the trustee because it is impossible now to foresee what unusual circumstances may exist in a beneficiary's life in the future. Accordingly, such discretion should be exercised solely in light of such beneficiary's best interests and determined when such event occurs.

Such unusual circumstances may exist, for example, if such beneficiary is then a defendant in serious litigation, is in bankruptcy proceedings or similar severe financial difficulties, is involved in serious matrimonial problems, is frequently under the influence of alcohol, drugs or similar substances, is unable, by reason of physical, mental or emotional condition, to properly administer the assets to be paid over to him, or is living under a form of government, incarceration, or other conditions making it likely that the assets to be paid over would be subject to confiscation or expropriation. This Section is merely explanatory of my intent with which this discretion is granted and is meant solely as a nonbinding guide to the trustee, and it shall not be construed as an effort to alter or limit the rights, powers, authorities, duties, privileges, immunities and discretions conferred upon the trustee.

Any amounts not distributed by the trustee as a result of the exercise of the trustee's discretion under this Section 3.6 shall be vested in such beneficiary and shall be distributed outright to such beneficiary when, in the trustee's sole discretion, it is in the beneficiary's best interest to so distribute. During such time or times as the trustee refrains from making outright distributions to such beneficiary pursuant to this Section, the trustee may apply such

sums as, in the trustee's sole discretion, the trustee deems necessary or advisable for such beneficiary's health, education, maintenance and support. If upon the death of such beneficiary a trust or any portion thereof is being retained under this Section, such trust or portion thereof shall be distributed pursuant to the remaining applicable provisions of this Trust Agreement.

3.7 Utilization of Generation-Skipping Transfer Tax Exemption. It is my intent that the unused portion at my death of my generation-skipping transfer tax exemption under Section 2631 of the Internal Revenue Code, be allocated by the personal representative of my estate, in cooperation and consultation with the trustee, in such a manner as to make the most effective use of such exemption.

Further, notwithstanding all other provisions of this Trust Agreement, if a trust hereunder would be only partially exempt from the generation-skipping transfer tax by reason of an allocation of all or a portion of my generation-skipping transfer tax exemption to it, unless there are countervailing reasons not to do so, the trustee shall divide such trust into two separate trusts of equal or unequal value in order to permit allocation of such exemption solely to one trust which will be entirely exempt from the generation-skipping transfer tax. In addition, if a trust hereunder is entirely exempt or entirely nonexempt from the generation-skipping transfer tax and adding property to such trust would partially subject it to the generation-skipping transfer tax, unless there are countervailing reasons not to do so, the trustee shall retain and hold such property as a separate trust in lieu of making the addition. Except as otherwise provided in this Trust Agreement, any additional trusts created hereby

shall be administered in accordance with the same terms and conditions as the trusts from which they were divided or to which such property would otherwise have been added.

Further, as between trusts having identical dispositive provisions, the trustee shall prefer a trust to which no or a proportionately lesser portion of the generation-skipping transfer tax exemption has been allocated over a trust to which all or a proportionately greater portion of the generation-skipping transfer tax exemption has been allocated in making any discretionary distributions of income or principal or mandatory partial distributions of principal to my children, in order to preserve any trust which is exempt or partially exempt from the generation-skipping transfer tax as much as possible for distributions to my descendants other than my children. Conversely, the trustee shall prefer a trust to which all or a proportionately greater portion of the generation-skipping transfer tax exemption has been allocated over a trust to which no or a proportionately lesser portion of the generation-skipping transfer tax exemption has been allocated in making any distributions to my issue other than my children.

ARTICLE IV POWERS OF THE TRUSTEE

The trustee shall have and possess and may exercise at all times, not only the rights, powers and authorities incident to the office or required in the discharge of any trust created herein, or implicitly conferred upon or vested in the trustee, but also all the rights, powers and authorities embodied in this Article which are shown by way of illustration and not by

way of limitation. All powers shall be exercised by the trustee in a fiduciary capacity in the best interests of the beneficiaries.

4.1 Discretionary Power to Pay Taxes or Loan Funds. The trustee is given broad, discretionary powers to pay any part or all of the federal estate and state inheritance and/or estate taxes levied upon my estate and to assume obligations of my estate. In addition, the trustee is given broad, discretionary powers to loan funds to the personal representative of my estate and my wife's estate, with or without security, and to purchase assets, real or personal, from each estate.

4.2 Payment of Taxes and Expenses. The trustee shall pay all taxes, assessments, costs, insurance charges and other expenses arising in connection with the administration of the trust estate or any trust or trust share.

4.3 Retention of Investment or Property. The trustee may retain and continue to hold, in the trustee's discretion, as a part of the trust estate, any investment or property.

4.4 Private or Public Sales. The trustee may sell at public or private sale, grant options to sell, exchange, re-exchange or otherwise dispose of all or part of the property, real or personal, at any time belonging to the trust estate, upon such terms and conditions and for such consideration as the trustee shall determine. The trustee may execute and deliver all instruments of sale or conveyance necessary or desirable therefor.

4.5 Investments. The trustee may invest any money in the trust estate in stocks, bonds, mutual funds, investment trusts, common trust funds and any other securities or property, real or personal, secured or unsecured, whether the obligations of individuals,

corporations, trusts, associations, or governments, and, in the case of a corporate fiduciary, shares, obligations and/or other investments of the trustee's own corporation or otherwise, either within or outside of the State of Utah, as the trustee shall deem advisable, without any limitation whatsoever as to the character or the diversity of the investment under any statute or rule of law now or hereafter enacted or existing regarding trust funds or investments by fiduciaries or otherwise; provided, however, the trustee's investment discretion shall be subordinate to my wife's right to compel the trustee to make the property in any trust qualifying for an estate tax marital deduction productive of income.

4.6 Real Property. The trustee may manage, improve, protect, exchange, partition, contract to sell and sell on any reasonable terms, convey with or without covenants of warranty, dedicate for public purposes, subdivide, or vacate for subdivision, any real property which may at any time be part of the trust estate, make party wall contracts and agreements, grant easements or charges of any kind, construct, remodel, alter, repair and maintain buildings upon any such real property.

4.7 Leases. The trustee may make leases for any length of time, whether longer or shorter than the duration of any trust created herein, to commence at the present time or in the future; extend any lease, grant options to lease or renew any lease. It is expressly understood that the trustee may grant or enter into ninety-nine (99) year leases, renewable forever.

4.8 Powers Relative to Business Interests. Except as may be limited by Section 6.2(i) below, the trustee may exercise all powers with respect to any business interest, whether owned by me as sole proprietor, partner, shareholder, member of a limited liability

company, joint venturer, or otherwise, which I could exercise if present and acting. This shall include, but shall not be limited to, the following powers: (1) to continue, expand, limit, alter, reconstitute, incorporate or terminate any such business interests in any way the trustee may determine to be advisable; (2) to name and to change directors, or to act as a director and receive compensation therefor; (3) to retain or sell any such business interests, and, if a sale or disposition thereof is made, (i) the terms, techniques, or manner thereof shall be wholly within the discretion of the trustee, and (ii) the trustee is specifically authorized and empowered to make such sale to any partner, officer or employee of the business or to any beneficiary hereunder; (4) to take all actions necessary to fully effectuate any agreements requiring the sale of any business interests at my death; (5) to hire and discharge officers and employees, fix their compensation and define their duties, or to act as an officer or employee and receive compensation therefor, and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants and such other representatives as the trustee may deem appropriate, including the right to employ any beneficiary hereunder in any of the foregoing capacities; and (6) to take any action required to convert any corporation into a partnership or sole proprietorship.

4.9 Loans for Administration of Trust. The trustee may borrow money from the trustee or others from time to time, without personal liability, for any purpose in the administration of any trust created herein and for the purpose of making loans to the personal representative of my estate and my wife's estate; continue or renew any loans in the trustee's

discretion; and mortgage or pledge assets of any trust created herein to secure any loan to such trust.

4.10 Loans. The trustee may loan money or other property, with or without formal evidence of indebtedness, with or without collateral security, for such periods of time and upon such terms and conditions as may be deemed appropriate to any beneficiary of any trust or trust share created by this instrument, to any business controlled by any such beneficiary, or to any estate or trust of which any such beneficiary is a beneficiary, out of any trust or trust share created by this instrument from which such beneficiary is eligible to receive income; make any such loan a lien upon any property payable or distributable to such beneficiary; and guarantee any loans of any such beneficiary, business, estate or trust, such guarantee limited to the assets of the trust or trust share from which such beneficiary is eligible to receive income.

4.11 Voting of Securities. The trustee may vote by proxy or in person any stock or security comprising a part of the trust estate, at any meeting, and upon any question coming before such meeting; consent to the reorganization, consolidation, readjustment of the financial structure, or sale of the assets, of any corporation or other organization, the stocks or securities of which are owned by the trustee, and take any action with reference to such stocks or securities which, in the opinion of the trustee, is necessary to obtain the benefit of any such reorganization, consolidation, readjustment or sale; exercise any conversion privilege, stock option or subscription right; accept and hold as a part of the trust estate the

securities or stocks resulting from any such reorganization, consolidation, readjustment, sale or exercise.

4.12 Use of Nominees. The trustee may cause any property, real or personal, comprising a part of the trust estate to be issued, held or registered in the trustee's name as trustee, in the name of the trustee's nominee, or, in the case of a corporate fiduciary, in the trustee's own name without disclosing the fiduciary relationship, or in such other form that title will pass by delivery.

4.13 Settlement of Claims. The trustee may enforce, abandon, defend against or have adjudicated by legal proceedings, arbitration or by compromise, any claim or demand whatsoever arising out of or which may exist against the trust estate.

4.14 Employment of Others. The trustee may employ and follow the advice of legal counsel, accountants, investment counsel, and other agents and determine and pay to them reasonable compensation.

4.15 Allocation of Assets in Funding Trust. In making any allocation to, division, funding, or apportionment of or distribution from any trust or trust share created herein, or of any portion thereof, or for any other purpose of whatsoever nature, the trustee shall not be required to convert any property, real or personal, tangible or intangible, into money, or to divide or apportion each or any item of property, but the trustee may allot all or any part (including an undivided interest and whether pro rata or non pro rata) of any item of property, real or personal, tangible or intangible, to any fund or to any beneficiary thereof, or the trustee may convert any property, real or personal, into any other form, it being my intent and

purpose to leave all such allocations, divisions, apportionments, and distributions entirely to the discretion of the trustee with the direction merely that (1) the trustee shall constitute each fund, share, portion or part at any time created or provided for herein so that the same, in the trustee's discretion, shall have the value, relative or absolute, designated by this trust agreement, and (2) the trustee shall fund any trust qualifying for an estate tax marital deduction with assets having a value fairly representative in the aggregate of the appreciation or depreciation in the value of the entire trust estate prior to allocation.

4.16 Consolidation or Division of Trusts. The trustee may consolidate two or more trusts into a single trust or divide a single trust into two or more separate trusts if the consolidation or division is in the best interests of the beneficiaries of the trust or trusts, is equitable and practicable, and will not defeat or substantially impair the accomplishment of the purpose of the trust or trusts or the interests of the beneficiaries under the trust or trusts. After the settlement of my estate, the trustee, in the trustee's discretion, may merge any trust created herein with any other trust that my wife or I have created, whether by will or by agreement, the provisions of which are substantially the same.

4.17 Termination of Small Trusts. If at any time after my death the market value of any trust or trust share shall be twenty-five thousand dollars (\$25,000) or less, the trustee may, in the trustee's discretion, terminate such trust or trust share and distribute such trust or trust share to the person for whose benefit such trust or trust share is then being administered by the trustee.

4.18 Allocations Between Principal and Income. The trustee shall have discretion to make any allocation between principal and income with respect to any receipt, disbursement, charge or credit. The trustee shall exercise such discretion (1) in accordance with what is reasonable and equitable in view of (i) the interests of those entitled to income, (ii) the interests of those entitled to principal, and (iii) the overall tax advantages that may accrue either to the trust estate or to the beneficiaries in the aggregate, and (2) in view of the manner in which persons of ordinary prudence, discretion and judgment would act in the management of their own affairs; provided, however, the trustee's discretion shall be exercised in the manner necessary to preserve any marital or charitable deduction available under any tax laws or to preserve any S corporation election.

4.19 Authority to Deal with Beneficiary. The trustee may purchase any property from, sell any property to, exchange any property with, or otherwise deal with (1) any beneficiary of any trust created herein or with any trust or estate of which I, my wife or any of my issue is or was a donor or beneficiary, whether created by this instrument or not, even though the trustee is also a fiduciary of such other trust or estate, and (2) any corporation in which the trustee or an officer thereof may be interested as an officer, director or shareholder.

4.20 Court Approval. The trustee shall not be required to but may obtain the authority or approval of any court for any act which the trustee may desire to do in the administration and disposition of the trust estate.

4.21 No Power to Discharge Support Obligations. Notwithstanding any powers conferred upon the trustee elsewhere in this trust agreement, no trustee hereunder shall have

at any time, or in any capacity, either directly or indirectly, the power to discharge in whole or in part the individual support obligation of said trustee with respect to any beneficiary hereunder.

4.22 Additional Trustee Powers under State Law. To the extent not inconsistent with the foregoing powers given to the trustee, the trustee shall have all such powers given to a trustee under the laws of the State which is the situs for administration of this Trust pursuant to Section 7.7 herein.

ARTICLE V SUCCESSOR TRUSTEES

5.1 Appointment of Successor Trustees. After my death, incompetence, resignation or removal as trustee, then each successor trustee as may be required shall be selected from the persons named below in the following order of preference:

- (1) my wife, Mary B. Young
- (2) my wife's sister, Alene Frandsen
- (3) Kelly Case, Matt French, and Jared Turner, as co-trustees

Upon the death, incompetence, resignation or removal of a trustee, if no successor trustee is named above, a majority in interest of the beneficiaries entitled to receive notice of resignation shall have the power to appoint a successor trustee; provided, however, any successor trustee appointed by the beneficiaries shall be a corporation that is authorized by law to accept trusts and it or its parent corporation must have a net worth of twenty-five

million dollars (\$25,000,000) or more. A successor trustee shall qualify by filing a written consent to act with the trust records.

5.2 Resignation and Removal. The trustee may resign at any time as trustee of any trust created herein by an instrument signed by the trustee and delivered to each adult beneficiary (or, if none, to the legal guardians of each minor beneficiary) to whom the trustee is then directed or authorized to pay the net income of such trust, such resignation to be effective upon the written acceptance of a successor trustee being appointed to act in the resigning trustee's place. A majority in interest of the beneficiaries entitled to receive notice of resignation shall have the power, by an instrument signed and acknowledged by them and delivered to the trustee, to remove the trustee.

5.3 Manner of Acting. If there are more than two trustees serving, a majority of the trustees shall have the power to make any decision, undertake any action or execute any documents affecting the Trusts created herein. In the event of a difference of opinion among the trustees, the decision of a majority of them shall prevail, but the dissenting or nonassenting trustees shall not be responsible for any action taken by the majority pursuant to such decision. If only two trustees are in office, they must act unanimously. In the event any one of the trustees shall be under a legal disability, then such disabled trustee shall have no power to act as a trustee under the Trust created herein.

5.4 Corporate Trustee. In the case of a corporate fiduciary, if the trustee shall at any time change its name or combine with one or more corporations under one or more different names, or if its assets and business at any time shall be purchased and absorbed by

another trust company or corporation authorized by law to accept trusts, the new or successor corporation shall be considered as the trustee hereunder and shall continue said trusts and succeed to all the rights, privileges, duties and obligations herein conferred upon the named trustee.

ARTICLE VI TRUST ADVISORS

6.1 Appointment of Trust Advisors. By written notice to the trustee referencing this Article VI, at any time and from time to time prior to my death, I shall designate one or more Trust Advisors, each of whom shall serve upon acceptance following such designation by me. The initial Trust Advisors are set forth on Schedule B. Each such appointment shall become effective only upon delivery of a written acceptance of the office of Trust Advisor by the Trust Advisor to the trustee within thirty (30) days after trustee's receipt of such designation, in the case of the original Trust Advisor, or within thirty (30) days after the trustee has notified a successor Trust Advisor that a predecessor Trust Advisor has failed or ceased to act as Trust Advisor. After my death, unless I have otherwise designated a process for designating successor Trust Advisors, the then serving Trust Advisors shall nominate and designate replacement Trust Advisors so that at least three (3) Trust Advisors shall be serving at any given time. It is my direction, that, so long as the Trust owns interests in Young Living Essential Oils, LC, or YL Holdings, Inc., and their affiliates (collectively "Young Living Entities"), the Trust Advisors be selected from among such companies' executive officers (including the Chief Financial Officer, Chief Operations Officers, Chief Marketing Officer, Chief Sales Officer, and General Counsel).

6.2 Powers of Trust Advisor. The Trust Advisor, in the Trust Advisor's sole discretion (acting individually in the case of a single Trust Advisor and acting by majority in the case there is more than one Trust Advisor) by written instrument, delivered to the trustee may:

(a) Amend any trust (except as to any provision in any Trust which was necessary for a gift tax exclusion) in order to (i) achieve tax advantages, (ii) react to changes in the Internal Revenue Code, Treasury Regulations, Revenue Rulings or court cases which adversely affect the tax benefits otherwise available with respect to the trust, or (iii) react to changes in the Internal Revenue Code (including but not limited to the scheduled repeal of the Federal Estate Tax), Treasury Regulations, Revenue Rulings or court cases which present advantages to the beneficiaries of the trust;

(b) Amend the trust administrative provisions relating to the identity, qualifications, succession, removal, and appointment of the trustee;

(c) Change the situs and governing law of any trust created hereunder;

(d) Terminate any trust and accelerate the distribution of proceeds to the current income beneficiary or pro-rata to the current income beneficiaries of said trust;

(e) Restrict in any way determined by the Trust Advisor to be beneficial to the trust or a beneficiary, revocably or irrevocably, the future exercise of any power held by any beneficiary or trustee hereunder;

(f) Add or delete a provision granting the discretion to a trustee (who is not related or subordinate to us as defined in IRC Section 672) to reimburse the appropriate

taxing authorities on behalf of us the amount by which our taxes are increased as a result of the inclusion of the gains realized by, or the income from, any trust assets in our taxable income;

(g) Amend the terms of any trust created under this instrument with respect to (i) the purposes for which the trustee may distribute trust income and principal, and the circumstances and factors the trustee may take into account in making such distributions; and (ii) the termination date of the trust, either by extending or shortening the termination date (but not beyond any applicable perpetuities period);

(h) Appoint one or more successor trustees; and

(i) Approve all management decisions related to the Young Living Entities, (i.e., hiring and firing decisions, acquisitions, liquidation events, etc.), and to enact or place limits on the trustee's ability to require distributions from the Young Living Entities to the extent necessary properly to manage and operate such business entities.

The exercise of any above-enumerated powers may be limited as to particular Trust Advisors to the extent necessary to prevent inclusion of the trust estate in either of our estates for Federal estate tax purposes.

6.3 Exercise of Permitted Amendment. The Trust Advisor may make a permitted amendment retroactively to the inception of the Trust. Any such amendment may be made by an instrument in writing signed by the Trust Advisor (acting individually in the case of a single Trust Advisor and acting by majority in the case there is more than one Trust Advisor), and a copy of the amendment shall be delivered to the trustee and each adult beneficiary of

the Trust to whom income may then be payable or permitted to be paid hereunder and to the natural or legal guardian, if any, of each such minor or otherwise legally disabled beneficiary.

6.4 Additional Advisory Role. The Trust Advisor also shall advise and counsel the trustee with respect to the trustee's exercise of discretion over the investment of Trust Assets.

6.5 Indemnification. The trust shall indemnify each Trust Advisor from and against all claims, damages, expenses and liabilities, including reasonable attorneys' fees and costs, incurred by a Trust Advisor as the result of any act or omission as Trust Advisor. Trust Advisors shall only be liable for any action or inaction that shall constitute gross negligence, willful misconduct or fraud.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Qualified Subchapter S Trust. Notwithstanding any other provisions hereof, in the event any portion of the trust estate of any trust created by this Trust Agreement at any time should be determined to consist of stock in an "S" corporation, as defined in Section 1361(a)(1) of the Internal Revenue Code (hereinafter an "S Corporation"), or if the shareholders, including the trustee, determine that it would be to the advantage of the shareholders if such corporation became an "S" Corporation, and if such trust is not a permanently eligible shareholder of an S Corporation under Internal Revenue Code Section 1361(c)(2), the trustee shall take one of the following two (2) actions within the time period allowed under applicable Internal Revenue Code sections for the trust either to dispose of such stock or otherwise to take remedial action necessary to maintain said corporation's "S"

election, unless during such time shareholders holding more than one-half (1/2) of the shares of the S Corporation determine not to maintain said "S" election:

(a) De Minimis Distribution. If the stock in the S Corporation constitutes only a de minimis portion of the affected trust, the trustee in the trustee's discretion may distribute such stock free of trust to the current income beneficiaries of the trust in accordance with their respective interests.

(b) Creation of New Trust. In the alternative, if such stock is not a de minimis portion of the trust, the trustee shall allocate such stock to a new trust which is hereby created, the provisions of which shall differ from those of the original trust to the minimum extent necessary to render such trust a permanently eligible shareholder of an S Corporation under Internal Revenue Code Section 1361(c)(2) for such period of time as such trust may hold S Corporation stock, but which otherwise shall be the same as the provisions of the original trust. If only a de minimis amount of assets would remain in the original trust after the creation and funding of such new trust, the trustee in the trustee's discretion may also allocate all of the remaining assets to such new trust. Specifically, but not by way of limitation, all income of such a new trust shall be distributed, not less frequently than annually, to that child or other issue of ours who is the primary beneficiary of such trust. If any trust has multiple beneficiaries it shall be divided upon the principle of representation so that each remaining trust has only one primary beneficiary. Further, the terms of any new or existing trust holding S Corporation stock shall be construed in a manner consistent with the requirements for maintaining a valid "S" election on behalf of said corporation.

7.2 Survival of Beneficiary. If by reason of simultaneous death, common disaster or otherwise, the order of deaths of my wife and me cannot be established by proof, my wife shall be deemed to have survived me. Any beneficiary hereunder, other than my wife, shall be considered to have survived me, another person, any point in time, or any contingent event only if they survive it by at least thirty (30) days.

7.3 Spendthrift Provisions. Except as otherwise provided herein, no beneficiary shall have any right to anticipate, sell, assign, mortgage, pledge or otherwise dispose of or encumber all or any part of the trust estate of the trust created hereunder nor shall any part of the trust estate, including income, be liable for the debts or obligations, including alimony, of any beneficiary or be subject to attachment, garnishment, execution, creditor's bill or other legal or equitable process.

7.4 Protection Against Perpetuities Rule. All trusts created herein shall in no event terminate later than twenty-one (21) years after the death of the last survivor of my wife, my issue and me living at the date of my death.

7.5 Dealing with Trustee. Anyone dealing with the trustee shall be under no obligation to see to the application of any proceeds of such transaction, and the execution of any instrument by the trustee shall be conclusive evidence to those dealing with the trustee of the trustee's authority so to act.

7.6 Definitions. For purposes of this trust agreement, the following definitions shall apply:

(a) The term "children" means only Jacob Gary Kaleb Young and Josef Don Joshua Benjamin Young and any other person born to or adopted by my wife Mary B. Young and me following the execution of this Trust Agreement and the term "child" means any one of such children. The term shall not include my other children born prior to my marriage to Mary B. Young. I have intentionally not made any provision herein for such other children or their issue, except as provided in Section 3.3(a) above.

(b) The term "issue" means both children of the designated ancestor and lineal descendants thereof indefinitely and includes persons related by or through legal adoption.

(c) The term "personal representative" includes an administrator or any other person appointed by and accountable to the probate court who is acting in a fiduciary capacity and is charged with duties in relation to an estate.

(d) A person is "incompetent" or "incapacitated" if such person is adjudged to be incompetent by a court having proper jurisdiction, or if such person's attending physician and one additional physician who has examined such person provide written letters stating that in their opinion such person is incapable of handling such person's affairs. A physician acting in good faith shall not be liable for any reason for stating in such physician's opinion that a person is incapable of handling such person's affairs.

(e) The term "trustee" includes each co-trustee and any successor trustee or successor co-trustee, and all provisions herein applicable to the trustee, including the

provisions relating to the powers of the trustee, shall be applicable to each co-trustee and any successor trustee or successor co-trustee

(f) The terms "Internal Revenue Code" mean the Internal Revenue Code of 1986, as amended, in effect at the time of this agreement, or the corresponding provisions of any future United States internal revenue law.

(g) The terms "Utah Code Annotated" mean the Utah Code Annotated in effect at the time of this agreement, or the corresponding provisions of the future laws of the State of Utah.

(h) The terms "Retirement Plan" include any and all deferred compensation, pension (including defined benefit), retirement, money purchase and profit sharing plans and any other plans intending to be qualified under Section 401(a) of the Internal Revenue Code.

7.7 Trust Situs. The validity of this Trust shall be determined under the laws of the State of Utah. Questions of construction and administration of this Trust shall be determined under the law of the situs of administration.

7.8 Trustee Compensation. The trustee shall receive reasonable compensation for services rendered taking into account all facts and circumstances, including in the case of a corporate fiduciary, the amount stipulated in its regular schedule of compensation in effect and applicable from time to time as such compensation shall become payable; provided, however, in no event shall any charge for (1) distribution of principal, (2) termination of

trust, or (3) transfer of trusteeship be allowed except as such charge is reasonably related to the trustee's extraordinary time and effort, if any, with respect to such transactions.

7.9 Trustee Liability. I direct that no trustee, including any special trustee, shall incur any liability to any beneficiary or to any successor trustee in connection with any action, cause of action, claim, demand, judgment or other loss incurred as a result of such trustee's exercise in good faith of any of the powers herein conferred, including any liability resulting from the good faith exercise or decision not to exercise any tax election.

7.10 Pronouns, Number and Gender. The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Trust Agreement in accord with my manifest intention. Likewise, if either the feminine, masculine, or neuter gender should be one of the other genders, it shall be so treated.

7.11 Section Headings. The headings used herein are merely for identification purposes and shall not be considered in the interpretation of this Trust Agreement.

7.12 Legal Matters. In all matters concerning the trusts herein established, it is my desire, but not my direction, that the trustee employ as its attorney Brent A. Andrews, of Kirton McConkie, of Salt Lake City, Utah.

7.13 Non-Contest Provision. If any beneficiary of any trust created hereunder shall, directly or indirectly, contest the validity of this trust or any of the provisions thereof, or participate in any such contest, any interest such beneficiary may have in the trust estate shall be deemed revoked and such interest shall proportionately augment the shares of the

remaining beneficiaries of this trust, the same as if such beneficiary had predeceased me without living issue.

7.14 Declaration and Certification. I hereby certify that I have read this Trust Agreement, and that the same fully and accurately sets out the terms, trusts and conditions under which the trust estate therein described is to be held, managed and disposed of by the trustee therein named, and I do hereby approve, ratify and confirm this Trust Agreement in all particulars.

7.15 Environmental Provisions.

(a) Actions Prior to Acceptance. Prior to acceptance of any asset as a part of or as an addition to the trust estate, the trustee shall have the right to take the following actions at the expense of the trust estate:

(i) To enter and inspect any existing or proposed asset of the trust estate for the purpose of investigating any past, present or threatened release of any hazardous substance or pollutant; and

(ii) To review records of the currently acting trustee (or of my records as grantor or of any partnership, corporation or other entity in which the trust holds an interest) for the purpose of determining compliance with environmental laws.

Any acts performed by the trustee under subparagraphs (i) and (ii) shall not constitute acceptance of any trust created herein. If an asset of the Trust is discovered upon investigation by the trustee to contain any hazardous substance or pollutant or otherwise not be in compliance with any environmental law, the trustee may decline to act as trustee solely

as to such asset, and accept the trusteeship as to all other assets of the trust estate. Any court having jurisdiction may appoint a receiver or contingent trustee to hold and manage the rejected asset, pending its final disposition. Any currently acting trustee shall have the right to reject any asset proposed to be transferred to the trustee.

(b) Risk of Liability. If the trust estate holds one or more assets, the nature, condition, or operation of which is likely to give rise to liability under, or is an actual or threatened violation of any environmental law, the trustee may take one or more of the following actions, if the trustee, in the trustee's discretion, determines that such action is in the best interests of the trust estate and its beneficiaries:

(i) Modification of trust provisions, granting the trustee such additional powers as are required to protect the trust estate and its beneficiaries from liability or damage relating to actual or threatened violation of any environmental law;

(ii) Bifurcation of the trust;

(iii) Appointment of a contingent trustee to administer any trust property or business which fails to comply with any environmental law; or

(iv) Abandonment of such property or business.

It is my intent that the trustee shall have the widest discretion in identification of and response to administration problems connected to potential environmental law liability to the trust estate and the trustee, in order to protect the interests of any trust created herein, the trustee, and beneficiaries of any trust created herein.

(c) Power to Address Environmental Issues. The trustee shall have the power to take any action necessary to prevent, address or otherwise remedy any actual or threatened violation of any environmental law, or any condition which may reasonably give rise to liability under any environmental law, including, but not limited to, acts of "response" as defined in 42 U.S.C. § 9601(25), relating to any asset, which is or has been held by the trustee as part of the trust estate.

(d) Indemnification. The trustee is hereby indemnified and reimbursed from the trust estate for any environmental expenses.

(i) Environmental expenses shall include, but not be limited to, costs of investigation, removal, remediation, response, or other environmental cleanup costs; legal, engineering, and other expert fees and costs; and civil or criminal fees, fines or penalties.

(ii) This right to indemnification or reimbursement shall extend to environmental expenses relating to any real property or business enterprise, which is or has been at any time owned or operated by:

- (1) The trustee as part of the trust estate; and
- (2) A corporation or partnership, in which trustee holds or has held at any time an ownership or management interest as part of the trust estate.

(iii) The trustee shall have the right to reimbursement for incurred environmental expenses without the prior requirement of expenditure of the trustee's own funds in payment of such environmental expenses, and the right to pay environmental

expenses directly from the trust estate. Further, the trustee shall have a primary lien against assets of the trust estate for reimbursement of environmental expenses, which are not paid directly from the trust estate. This right of indemnification or reimbursement shall apply to all environmental expenses, except those resulting from the trustee's intentional wrongdoing, bad faith or reckless disregard of fiduciary obligation.

(e) Good Faith Action. The trustee shall not be liable to any beneficiary of any trust created herein or to any other party for any good faith action or inaction, relating to any environmental law, or for the payment of any environmental expense; provided, however, that the trustee shall be liable for any such action, inaction or payment which is a breach of trust and is committed in bad faith, or with reckless or intentional disregard of fiduciary obligation.

(f) Definitions. As used in this trust agreement:

(i) The terms "environmental law" shall mean any federal, state or local environmental law, regulation, administrative order, or judicial order.

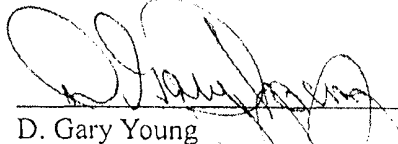
(ii) The terms "environmental expenses" shall mean any liabilities, loss, damages, penalties, costs or expenses arising out of or relating to any environmental law.

(iii) The terms "hazardous substance or pollutant" shall mean any substances defined as hazardous or toxic or otherwise regulated by any environmental law relating to the protection of the environment or human health.

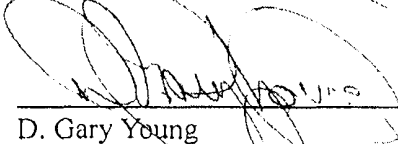
(Signatures on Following Page)

IN WITNESS WHEREOF, I, as grantor and as trustee, have executed this instrument
at Lehi, Utah, on the day and year first above written.

GRANTOR:



D. Gary Young

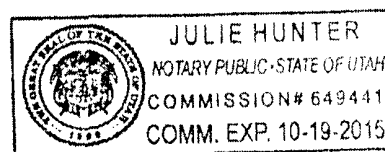
TRUSTEE:


D. Gary Young

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this 23 day of December, 2013, personally appeared before me D. Gary Young, whose identity was personally known to me or proved to me on the basis of satisfactory evidence, who in my presence admitted and acknowledged having signed the foregoing instrument and accompanying Schedule A and Schedule B voluntarily in the capacities indicated for its stated purpose.

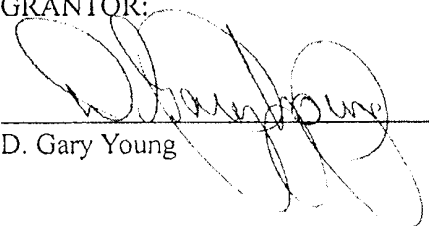

Notary Public



SCHEDULE A

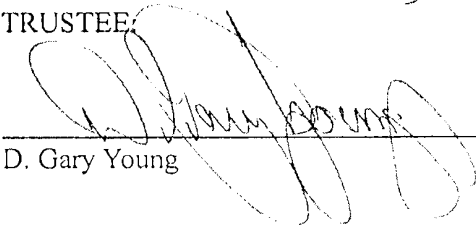
This Schedule A, which is attached to the "D. Gary Young Family Trust" of the same date between the parties, is signed as of the 23 day of December, 2013.

GRANTOR:



D. Gary Young

TRUSTEE:



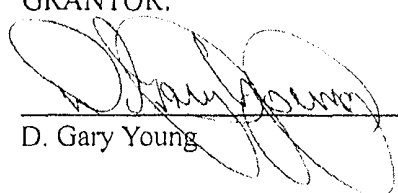
D. Gary Young

SCHEDULE B
TRUST ADVISORS

1. Kevin Pace
2. Travis Ogden
3. Jared Turner
4. Shawn Stewart
5. Craig Aramaki

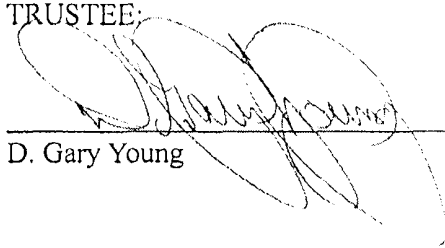
This Schedule A, which is attached to the "D. Gary Young Family Trust" of the same date between the parties, is signed as of the 23 day of December, 2013.

GRANTOR:



D. Gary Young

TRUSTEE:



D. Gary Young