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JAMES C. MAYOZA

1995 REVOCABLE MANAGEMENT TRUST

(as Amended and Restated
on December 17, 1998)

prepared By
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James C. Mayoza
1995 Revocable Management Trust
(as Amended and Restated
on December 17, 1998)

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AMENDED AND RESTATED
TRUST AGREEMENT
CREATING THE
JAMES C. MAYOZA
1995 REVOCABLE MANAGEMENT TRUST

WHEREAS, JAMES C. MAYOZA, of Tulsa, Oklahoma, as Trustor or Grantor (hereinafter referred to as "Grantor"), created the "James C. Mayoza 1995 Revocable Management Trust (the "Trust") by Trust Agreement dated July 26, 1995 (the "Trust Agreement"), amended the Trust Agreement by First Amendment dated February 27, 1996, and amended and restated the Trust Agreement by document dated September 10, 1998; and

WHEREAS, the Trust was created for the benefit of Grantor, Grantor's Children, namely, KIMBERLY MAYOZA KIZZIAR, who was born February 13, 1960, CATHERINE MAYOZA NORMAN, who was born December 26, 1964, CAMERON MAYOZA TURNER, who was born August 1, 1966, JAMES CLARKE MAYOZA, JR., who was born September 16, 1987; and JONATHAN ROBERT MAYOZA, who was born October 12, 1992 ("Grantor's Children or, individually, a "Child of Grantor"), and other beneficiaries; and

WHEREAS, Grantor has appointed himself as the Trustee of the Trust; and

WHEREAS, Grantor desires to make additional amendments to the Trust and to further amend and restate the Trust Agreement, pursuant to his retained authority in Article 2 of the original Trust Agreement and in SECTION VII of the Trust Agreement be amended and restated on September 10, 1998;

NOW THEREFORE, Grantor hereby amends and restates the Trust Agreement creating the James C. Mayoza 1995 Revocable Management Trust in its entirety, which amendment and restatement shall continue the Trust on the terms and conditions hereinafter set forth.

SECTION I

Appointment of Trustee

1.1 Original Trustee. Grantor hereby appoints James C. Mayoza as Trustee of this Trust.

1.2 Successor Trustees. The following provisions shall apply to all separate Trusts created hereunder unless otherwise specifically provided herein.

(a) Upon James C. Mayoza's death, resignation, incapacity or inability to act as Trustee, CATHERINE M. NORMAN shall succeed James C. Mayoza as Trustee of all separate Trusts hereunder. If Catherine M. Norman resigns, becomes incapacitated or for any reason ceases to act as successor Trustee during Grantor's lifetime, then the successor Trustee or co-Trustee appointed by Catherine M. Norman to succeed her as provided in subsection 1.2(c) hereof shall become successor Trustee or co-Trustee, or, if Catherine M. Norman fails to appoint a successor Trustee or co-Trustee, Grantor appoints KIMBERLY MAYOZA KIZZIAR and CAMERON MAYOZA TURNER as successor co-Trustees in place of Catherine M. Norman during Grantor's lifetime. Upon the death, resignation, incapacity or inability to serve as Trustee of either Kimberly Mayoza Kizziar or Cameron M. Turner, the remaining appointee shall serve or continue to serve as successor Trustee.

(b) Upon the death of JAMES C. MAYOZA, the office of Trustee shall be expanded and TRUST COMPANY OF OKLAHOMA, an Oklahoma Chartered Trust Company having offices in Tulsa, Oklahoma, shall become a successor co-Trustee of all Trusts created hereunder together with the one or more individual Trustees then in office. Said Trust Company of Oklahoma and its successors in interest shall be referred to herein as the "Corporate co-Trustee." Grantor's intention is that upon his death a Corporate co-Trustee will act as co-Trustee of the separate Trusts created hereunder with individuals as herein appointed, or as sole Trustee if no such individuals are able or willing to serve. At any time and from time to time after the death of James C. Mayoza, Catherine M. Norman shall be authorized to remove any Corporate co-Trustee, provided that she shall replace such Corporation co-Trustee as soon as practicable, and to add another Corporate co-Trustee as Trustee of any separate Trust hereunder. Catherine M. Norman also shall be authorized to designate another individual who shall be authorized to remove and replace any Corporate co-Trustee after the death of Catherine M. Norman.

(c) From and after James C. Mayoza's death, resignation, incapacity or inability for any reason to act as Trustee, and before the Trustee Replacement Date as hereinafter defined, Catherine M. Norman shall be authorized to appoint one or more

successor co-Trustees to succeed her as Trustee during the lifetime of James C. Mayoza, or as co-Trustee with the Corporate co-Trustee after his death. Further, after the death of James C. Mayoza, unless Catherine M. Norman has appointed another successor Trustee or co-Trustee to succeed her as provided in this subsection (c) of this subsection 1.2, if Catherine M. Norman for any reason ceases to act as Trustee after Grantor's death, Grantor appoints KIMBERLY MAYOZA KIZZIAR and CAMERON MAYOZA TURNER as successor co-Trustees in place of Catherine M. Norman after Grantor's death. Should either Kimberly Mayoza Kizziar or Cameron M. Turner resign, become incapacitated or for any reason fail to qualify or cease to act as Trustee, the survivor of them shall serve or continue to serve as successor Trustee.

1.3 Trustee Replacement Date.

(a) On the date (the "Trustee Replacement Date") which is the later to occur of (i) the date that is two (2) years after the death of Grantor, and (ii) the date of receipt by the Trustee of the Internal Revenue Service estate tax closing letter regarding Grantor's estate, each of Grantor's Children shall commence to serve as co-Trustee of that Child's separate Trust in place of all other individual co-Trustees; provided, however, that the Corporate co-Trustee shall continue to act as co-Trustee with each such Child. Grantor's intention is that a Corporate co-Trustee will act as co-Trustee of the separate Trust for each of Grantor's children with the individuals provided for herein as co-Trustees. Notwithstanding the foregoing, CATHERINE M. NORMAN shall continue to serve as co-Trustee with the Corporate co-Trustee of the separate Trusts for JAMES CLARKE MAYOZA, JR. and JONATHAN ROBERT MAYOZA. However, when each of JAMES CLARKE MAYOZA, JR. and JONATHAN ROBERT MAYOZA attains the age of twenty-five (25), such Child of Grantor shall commence to serve as Trustee of his separate Trust. CATHERINE M. NORMAN shall be authorized to appoint one or more successor co-Trustees to succeed her as co-Trustee with the Corporate co-Trustee, which appointment shall take effect as she shall specify, either immediately or upon her death, resignation or incapacity to act as Trustee.

(b) Upon the death, resignation or incapacity of any Child of Grantor as co-Trustee of such Child's separate Trust, such Child's children above the age of twenty-nine (29), if any, shall serve as co-Trustee with the Corporate co-Trustee in such Child's place, and upon the death, resignation, incapacity or inability to serve as Trustee of any of such Child's children, the vacancy thereby created shall not be filled. If a Child of Grantor should die, resign or become incapacitated without appointing a successor Trustee of such Child's separate Trust, and without a child or children old enough to serve as Trustee, CATHERINE M. NORMAN shall continue to serve as co-Trustee with the Corporate co-Trustee if she is available, but, if not, the Child's siblings shall serve as co-Trustees with the Corporate co-Trustee. Notwithstanding the foregoing provisions of this subsection (b) of this subsection 1.3, each of Grantor's children may appoint one or more persons to serve as successor co-Trustee in lieu of that child's children and may remove any Corporate co-Trustee and appoint a successor Corporate co-Trustee for that child's Trust. Anyone adding Trust assets to a separate Trust hereunder may name one or more Trustees of the Trust to which the assets are appointed to hold, manage and distribute such assets.

1.4 Resignation. Each Trustee, without application to, approval by or order of any Court, is authorized to resign from any separate Trust created hereunder by giving written notice of such resignation to the then adult income beneficiaries (or parents, representatives or attorneys-in-fact of minor or incapacitated beneficiaries) of the Trusts from which he, she or it is resigning, personally delivered or forwarded to such beneficiaries by Certified Mail, Return Receipt Requested. Such written notice must be acknowledged in the same manner as Deeds to real estate in the State of Oklahoma, and must be forwarded to the beneficiaries at least thirty (30) days prior to the effective date of resignation. However, a majority of the then income beneficiaries of a separate Trust, personally or by their guardian or similar personal representative, may waive the requirement of thirty (30) days advance notification. Such notice shall be deemed sufficiently given if mailed to the beneficiaries (or to their guardian, attorney-in-fact, or legal representative) at the respective addresses of such beneficiaries, or of such guardian or legal representative, last known to the then acting Trustee.

(a) Each instrument of resignation shall specify the date and time as of which such resignation is to be effective, and shall be acknowledged in a form entitled to be recorded in the Deed Records of the County in which the Trustee is residing. An executed counterpart of the instrument of resignation shall be retained as a part of the permanent records of the Trust Estate.

(b) Upon any resignation, the resigning Trustee shall render an accounting as shall be requested in writing by the successor Trustee. No purchaser from or other person dealing with the resigning Trustee shall be under any duty to inquire as to whether or not such notice has been given or such resignation has occurred. All purchasers from and other persons dealing with the Trustees shall be protected in all good faith transactions with Trustee whether or not any such notice has been given or any such resignation has taken place.

1.5 Qualification of Successor. Each respective successor Trustee, upon acceptance of and succession to office as Trustee of a separate Trust hereunder, shall (without the necessity of any further act, and without the necessity of any conveyance from any predecessor Trustees) succeed to the titles and estates of the succeeded Trustees without the necessity of any conveyance or assignment, and shall be entitled to possession of, and to receive from the succeeded Trustees, all of the Trust Estate and all records and files in connection therewith. However, the succeeded Trustees shall be entitled to receive all fees then due as the Trustees of the Trust Estate. Each and every successor Trustee shall, promptly after acceptance of office, execute an appropriate written instrument (which must be duly acknowledged) accepting the office, which instrument shall specify the date and time of such acceptance, and such instrument or instruments of acceptance shall be retained as a part of the permanent records of the Trust Estate.

1.6 Final Accounting. No resigning Trustee shall be required to file any annual or final account of administration of a Trust during, or upon the termination of, the administration of a Trust in order to be released and discharged of liability with respect to administration of a Trust, unless requested to do so prior to or within the ninety-day period subsequent to the effective resignation date by a succeeding Trustee, or by a beneficiary of the Trust from which such Trustee is resigning. No successor Trustee shall be required to make application to any Court for authority

to accept the Trust Estate, and the control, management, and administration thereof, or to require any predecessor Trustee to account to it, or to approve the annual accounts or final account of any predecessor Trustee. Instead, each successor Trustee may rely upon the provisions of this Article and may accept, rely and act upon the accounting furnished by each predecessor Trustee unless such successor Trustee be requested, in writing, by a majority of the then income beneficiaries (or their appropriate legal representatives) to take further action.

1.7 Actions of Grantor as Trustee. Successor Trustees shall not be liable for any actions of Grantor as Trustee and shall be fully absolved from reviewing the actions of Grantor as Trustee during his administration. All actions undertaken by Grantor as Trustee shall be deemed within the powers of Grantor as Trustee. No beneficiary of this trust, during the administration of Grantor as Trustee or during the administration of the successor Trustees shall have any right to question or challenge the actions of Grantor as Trustee.

1.8 Bond. No bond shall be required of the original Trustee or of any successor or ancillary trustee. Should, however, a bond be required by law, no surety shall be required on the bond.

1.9 Relation with Trustees. No one dealing with any Trustee need inquire concerning the validity of anything such Trustee purports to do, or need see to the application of any money paid or any property transferred to or upon the order of the Trustee.

1.10 Limitation of Trustees' Liability. No Trustee appointed under this Trust Agreement shall at any time be held liable for any action or default of any Trustee or Trustee's agent or of any other person in connection with the administration of the Trust Estate, unless caused by gross negligence or a willful commission by the Trustee of an act in breach of trust.

1.11 Compensation of Trustees. Each Trustee shall be entitled to receive reasonable compensation for his, her or their services. In addition, the Trustees shall be entitled to reimbursement for reasonable expenses associated with administration of the Trust.

1.12 Annual Accounting. The Trustees shall make an annual accounting to the beneficiaries of the Trust created by this Agreement, if requested in writing by the income beneficiaries. The accounting shall include a report of the receipts, disbursements, and distributions since the last accounting, and the status of the principal and any undistributed income

on hand at the date of the accounting. The approval of any account by the beneficiaries shall be final and binding upon all persons as to the matters and transactions shown in that account. Notwithstanding the foregoing, the Trustees may at any time apply for judicial settlement of the accounts. Any beneficiary shall have the right to inspect the books and records of Trustees relating to the Trust. The Trustees shall make the books and records available for inspection by the beneficiary, or by the representative of the beneficiary, at all reasonable hours.

1.13 Division of Authority Among Co-Trustees. While more than one person or entity is serving as Trustee of a separate Trust hereunder, the following shall govern the division of authority among the co-Trustees:

- (a) The Trustees shall act by unanimous vote unless otherwise provided herein.
- (b) During temporary periods of absence from the duties of a Trust, or during periods of illness or temporary incapacity, any individual co-Trustee shall have the power to delegate to any other co-trustee all or any of the delegating co-Trustee's rights, powers, or discretions as a co-Trustee hereunder. The delegation shall be exercised by delivery by the delegating co-Trustee to the co-Trustee receiving the delegation of a written instrument specifying the extent of the rights, powers, and discretions delegated, and the duration of the period of delegation. Any delegation of authorities may be revoked by the delegating co-Trustee by delivery of a written instrument of revocation of delegation to the co-Trustee holding the delegated authorities. Notwithstanding the foregoing, the rights, powers or authorities specifically vested in a particular co-Trustee, to the exclusion of the other co-Trustee, may not be delegated.

1.14 Definition of Incapacity. As used in this Trust, the term "incapacitated" or "incapacity" shall refer to a state of body, mind or emotion which consistently and presumably permanently renders the person incapable of making rational and prudent decisions within a reasonable time or otherwise incapable of performing his or her duties hereunder. In determining whether a Trustee hereunder is incapacitated, the Trustees and anyone interested in the Trust estate may rely on the affidavits of two medical doctors who have examined the Trustee in question and have determined that he or she is incapacitated as hereinabove defined. Alternatively, the Trustees other than the one in question, or any beneficiary of this Trust, may petition a court of competent

jurisdiction to remove the Trustee who is allegedly incapacitated. A Trustee who has recovered his or her capacity, as determined in the same manner as hereinabove provided, shall be reinstated to the position of Trustee with the consent of the other Trustees or by determination of a court.

1.15 Definition of "Trustee" and "Trustees". As used herein, the terms "Trustee" and "Trustees" shall mean not only the original Trustee but also any successor Trustee and shall mean co-Trustees when more than one is in office.

1.16 General Power of Trustees. The Trustees shall have the power and authority with respect to the Trust estate, shall be charged with the duties and obligations, and shall be subject to the limitations and restrictions hereinafter set forth.

SECTION II

Additions to Trust Estate

Grantor or other persons from time to time by inter vivos or testamentary transfers may add property to the Trust estate. The receipt of the Trustee for such property shall constitute acceptance thereof by the Trustee.

SECTION III

Provisions For Accounts, Withdrawals, Gifts and the Care and Support of Grantor During His Lifetime

3.1 Accounts at Financial Institutions. During Grantor's lifetime, the Trustee may maintain accounts in any financial institution and may deposit into such accounts any net income or principal payable to Grantor pursuant to the terms of this Trust Agreement. Grantor shall be authorized to withdraw funds from such accounts and any such withdrawals shall be considered a partial revocation of this Trust and shall be charged to and paid from such accounts to the extent that the funds on deposit therein are sufficient. Such accounts shall be considered at all times part of the Trust estate and upon Grantor's death any funds remaining in such accounts shall be disposed of under the provisions applicable after Grantor's death. Grantor by executing a Durable Power of Attorney may authorize one or more agents, including any of Grantor's Children, to draw on any account of this Trust even though such agent is not a Trustee hereunder.

3.2 Income and Principal for Grantor's Benefit. The Trustee shall distribute or make available all net income of the Trust to Grantor from time to time in quarterly or more frequent

installments. In addition, there shall be paid or made available to or for the benefit of Grantor from principal of this Trust such additional amounts as Grantor shall determine when he is acting as Trustee. If Grantor is not acting as Trustee there shall be paid to Grantor such amounts of principal as Grantor shall request in writing; provided that if Grantor is incapacitated, then the successor Trustee may apply income and principal of the Trust estate toward the support, care and benefit of Grantor as Trustee shall determine and the holder of a Durable Power of Attorney executed or ratified by Grantor may make such request for principal in writing and the Trustee shall pay it accordingly.

3.3 Distributions to Third Parties. If Grantor directs the Trustee to make a transfer of Trust property or income to another individual, a charity or tax-exempt organization, such transfer shall be deemed to have been a distribution to Grantor and a gift, charitable transfer or donation by Grantor for his own account and not a revocable transfer from the Trustee to such individual, charity or tax-exempt organization nor an exercise or release of a power of appointment by Grantor with respect to such transferred property. In the event of Grantor's incapacity, the direction in the next preceding sentence may be given on Grantor's behalf by the holder of a Durable Power of Attorney executed by Grantor which specifically provides for making a gift or gifts from this Trust.

3.4 Care of Sons. In the event of Grantor's disability, the Trustee may pay to or apply for the benefit of any one or both of Grantor's sons, JAMES CLARKE MAYOZA, JR. and JONATHAN ROBERT MAYOZA, such amounts of the net income (to the extent not paid to or applied for the benefit of Grantor) and principal (if income is insufficient) of the Trust as, in the sole reasonable discretion of the Trustee, is necessary or advisable for the health, support, education or maintenance of the sons of Grantor, considering, however, other assets available to them. The Trustee is specifically authorized to continue child support payments of Grantor for the benefit of his sons during their minority.

SECTION IV

Provisions Relating to Distributions of Income and Principal After Grantor's Death

After the death of Grantor, the successor Trustee shall administer and distribute the Trust estate as follows:

4.1 Payment of Debts and Taxes. The Trustee shall, to the extent that the assets of Grantor's probate estate (other than real estate, tangible personal property and any other property which in the sole judgment of the Trustee does not have a readily realizable market value) are insufficient, (a) pay the funeral expenses of Grantor, legally enforceable claims against Grantor or the estate of Grantor and expenses of the administration of the estate of Grantor, and (b) pay all estate, inheritance and succession taxes payable by reason of the death of Grantor, together with any interest thereon or additions thereto, without reimbursement from the executor or administrator of the estate of Grantor, from any beneficiary of insurance on the life of such Grantor, or from any other person. All such payments, except interest, shall be charged generally against Trust income first and then against Trust principal and shall be allocated to the Trusts created hereunder as the Trustee shall determine. The Trustee may make such payments directly or may pay over the amount thereto to the executor or administrator of the estate of Grantor. Written statements by the executor or administrator of the estate of Grantor of the sums to be paid pursuant to this subsection 4.1 shall be sufficient evidence of their amount and propriety for the protection of the Trustee, and the Trustee shall be under no duty to see to the application of any such payments. In no event shall any asset not includable in Grantor's gross estate (as defined in the Internal Revenue Code) be used for the foregoing purposes. The provisions of this

subsection 1 shall take precedence and priority over any other distribution provision hereinafter set forth.

4.2 Tax Allocation and Payment Provisions.

4.2.1 General. In administering the Trust estate regarding payment of taxes, the following shall apply:

(a) the amount, if any, by which those taxes shall be attributable to property not passing under this trust shall be paid proportionately by the person or persons holding or receiving that property;

(b) the amount by which those taxes are attributable to property passing under this trust shall be charged proportionately against the shares or distributions hereafter directed (except as otherwise specifically provided herein);

(c) the concept of equitable apportionment shall apply so that any deduction or rate differential attributable to the relation of the holder or recipient of property includable in Grantor's gross estate and applied in the computation of those taxes shall enjoy the benefit of that deduction or differential.

(d) recipients of property distributed pursuant to subsections 4.3, 4.4, 4.5 AND 4.6 of this SECTION IV shall not be subject to estate tax with respect to such property;

(e) taxes shall not be charged against property distributed to the MAYOZA CLAT-1, the MAYOZA CLAT-2 or the MAYOZA CRT as provided in subsection 4.7 hereof;

(f) interest and penalties concerning any tax shall be paid and charged in the same manner as the tax;

(g) the Trustee may make payment directly or to the legal representative of my estate as the Trustee deems advisable; and

(h) to the extent possible, assets or funds otherwise excludable in computing taxes payable by the Trustee shall not be used to make the foregoing payments.

4.2.2 Protection of Trustee. The Trustee's selection of assets to be sold to make the foregoing payments or to satisfy any pecuniary bequests, and the tax effects thereof, shall not be subject to question by any beneficiary.

4.2.3 Generation-Skipping Tax and Exemption. The Trustee shall make such elections under the tax laws as the Trustee deems advisable, and shall allocate Grantor's generation-skipping tax exemption as the Trustee deems advisable, except that the exemption shall be allocated (a) first to property given by Grantor rather than by another or appointed by him, and (b) to a direct skip caused by a disclaimer only if no other allocation is possible. Elections and allocations shall be made without regard to the relative interests of the beneficiaries and shall not be subject to question by any person. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of elections or allocations under the tax laws made by the Trustee. The Trustee shall not be liable for the effect of elections or allocations made in good faith.

(a) If a trust hereunder would be partially exempt from generation-skipping tax by reason of an allocation of generation-skipping tax exemption to it, before the allocation, the Trustee may divide the trust into two separate trusts of equal or unequal value, to permit allocation of the exemption solely to one trust that will be entirely exempt from generation-skipping tax. In addition, if a trust hereunder is entirely exempt or nonexempt from generation-skipping tax and adding property to the trust would partially subject it to generation-skipping tax, the Trustee may hold that property as a separate trust in lieu of making the addition. Except as otherwise provided in this instrument, the two trusts shall have the same terms and conditions but the Trustee shall not make discretionary distributions from the income or principal of the exempt trust to beneficiaries who are non-skip persons so long as any readily marketable assets remain in the nonexempt trust.

(b) Upon division or distribution of an exempt trust and a nonexempt trust held hereunder, the Trustee may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur.

(c) If the Trustee considers that any distribution from a trust (other than a pooled income trust prior to division thereof) hereunder other than pursuant to a power to withdraw or appoint is a taxable distribution subject to a generation-skipping tax payable by the distributee, the Trustee shall augment the distribution by an amount that the Trustee

estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates.

(d) If the Trustee considers that any termination of an interest in trust property hereunder is a taxable termination subject to the generation-skipping tax, the Trustee shall pay the tax from the portion of the Trust Estate to which the tax relates, without adjustment of the relative interests of the beneficiaries.

4.2.4 Division of Trust for Tax Purposes. The Trustee may, for any other reason, divide a trust into two or more separate trusts or hold an addition to a trust as a separate trust. The rights of beneficiaries shall be determined as if the trusts were aggregated, but the Trustee may pay principal to beneficiaries and taxing authorities disproportionately from the trusts. The Trustee shall not be liable for exercising or not exercising these powers in the Trustee's discretion.

4.3 Personal Effects. Following the death of Grantor, the Trustee shall dispose of Grantor's (i) tangible personal property commonly associated with personal, home, family or recreational use, including, but not limited to, personal effects, jewelry, all family automobiles, recreational vehicles, watercraft, and other vehicles used for family purposes, household goods, furniture, furnishings, works of art, paintings, china, glassware, silverware, linens, books, sporting goods, and other articles of like kind, wheresoever situated, (ii) any contracts or policies insuring the property, (iii) burial spaces and (iv) club memberships as follows:

(a) If the Grantor has left a memorandum signed and dated by him (and preferably attached to this Trust in the form of **SCHEDULE A** attached hereto), disposing of all or a portion of such property (which memorandum must be produced to the Trustee within ninety (90) days from death of the Grantor to be valid), the Trustee shall dispose of the property in accordance with the memorandum. If any beneficiary named in the memorandum does not survive Grantor, the gift to that beneficiary shall lapse.

(b) The Trustee shall dispose of the property (to the extent not otherwise disposed of pursuant to subsection (a) of this subsection 4.3) to the Grantor's descendants, per stirpes. The property given to the descendants shall be divided among them as they shall agree; provided that, to the extent that no agreement is reached by them within ninety (90) days after death of the Grantor, then the Trustee may take such action

(including sales of the property) as, in the Trustee's sole reasonable discretion, is necessary to make a per stirpes division of the property among the descendants. The decisions of the Trustee shall be final and binding upon all interested persons.

4.4 Educational Trusts for JAMES CLARKE MAYOZA, JR. and JONATHAN ROBERT MAYOZA. Following the death of Grantor, within thirty (30) days of the Trustee's receipt of the Internal Revenue Service estate tax closing letter for Grantor's estate, the Trustee shall place the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) into an educational trust for JAMES C. MAYOZA, JR., to be administered and distributed by the Trustee as hereinafter provided in this subsection 4.4. Such \$150,000.00 shall include the then value of Solomon Smith Barney account number 644-05022 for the benefit of JAMES C. MAYOZA, JR. The Trustee shall place the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) into an educational trust for JONATHAN ROBERT MAYOZA, to be administered and distributed by the Trustee as hereinafter provided in this subsection 4.4. Such \$150,000.00 shall include the then value of Solomon Smith Barney account number 644-05011 for the benefit of JONATHAN R. MAYOZA. (Each Solomon Smith Barney account shall be placed within the respective educational trust, provided, however that if the Trustee is unable to cause the Solomon Smith Barney account for a specific child to be transferred to his separate trust then there shall be no additional amount allocated thereto from this Trust.) Until such time as each son has completed his education, the Trustee may pay out so much of the principal and income of each Trust, to either or both beneficiaries, for their health, support, maintenance and educational needs as the Trustee, in the Trustee's sole discretion, shall from time to time determine, provided, however that the primary use of the funds should be for educational purposes. For purposes hereof, "education" shall mean high school, college, trade school, and advanced degrees. At such time as each beneficiary attains the age of thirty (30), terminates his reasonable efforts to secure an education (as determined in the sole discretion of the Trustee) or dies, whichever shall first occur, his educational trust shall terminate, and the remaining balance thereof, if any, shall be distributed to the five (5) Trusts established for Grantor's five (5) children pursuant to SECTION VI hereof, equally, to be governed by the terms set forth in SECTION VI.

4.5 Trust for NATHANIEL MAYOZA, Grantor's Brother. Following the death of Grantor, the Trustee shall establish THE NATHANIEL MAYOZA TRUST and fund same with the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). The Trustee shall pay to or for the benefit of NATHANIEL MAYOZA the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per month, commencing three (3) months following Grantor's death, for the remainder of his life or until the Trust is depleted of assets. On the death of NATHANIEL MAYOZA, the Trust shall terminate, and any funds remaining therein shall be distributed equally to the five (5) Trusts for Grantor's five (5) children herein established as provided in SECTION V hereof, equally, to be administered and distributed as provided in SECTION V.

4.6 Gift to Kimberly Mayoza Kizziar. Within thirty (30) days of receiving the estate tax closing letter from the Internal Revenue Service relative to Grantor's estate, the Trustee shall pay the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) to KIMBERLY MAYOZA KIZZIAR. The Grantor strongly encourages KIMBERLY to use these funds for her own education.

4.7 Distribution of Remaining Trust Estate. Upon the death of Grantor, after provision for the distributions and payments required by the foregoing provisions of this SECTION IV, the Trustee shall divide the remainder of the Trust Estate as follows:

(a) An amount equal to the applicable credit amount available to Grantor's estate for federal estate tax purposes (which amount is equal to \$625,000 in 1998), shall be distributed in equal shares to the five (5) Trusts for Grantor's five (5) children established pursuant to SECTION VI hereof, to be administered and distributed as hereinafter provided in SECTION VI; provided, that if no applicable credit amount is available to Grantor's estate then the total sum of Five Hundred Dollars (\$500.00) shall be distributed to and among said five (5) Trusts pursuant to SECTION VI hereof;

(b) An amount equal to sixty percent (60%) of the remaining trust estate after provision for the amount in sub-subsection (a) above and sub-subsection (d) following in this subsection 4.6 shall be distributed to the MAYOZA CLAT-I as established pursuant to subsection 6.1 of SECTION VI hereof, to be administered and distributed as hereinafter provided in SECTION VI;

(c) An amount equal to forty percent (40%) of the remaining trust estate after provision for the amounts in sub-subsection (a) above and sub-subsection (d) following in this subsection 4.6 shall be distributed to the MAYOZA CLAT-II as established pursuant to subsection 6.2 of SECTION VI hereof, to be administered and distributed as hereinafter provided in SECTION VI; provided, however, that if either James C. Mayoza, Jr. or Jonathan Robert Mayoza should predecease Grantor, then an amount equal to twenty percent (20%) of the remaining Trust estate shall be added to the distribution to the MAYOZA CLAT-I pursuant to sub-subsection (b) of this subsection 4.6; and

(d) The sum of Ten Thousand Dollars (\$10,000.00) shall be distributed to the MAYOZA CRT as established in SECTION VIII hereof.

SECTION V

Trusts for Grantor's Children

The amounts to be held in trust for Grantor's Children pursuant to subsection 4.7(a) shall be administered and distributed as follows:

5.1 Separate Trusts. The amounts to be so distributed shall be divided into five (5) equal and separate Trusts so as to establish one Trust for each Child of Grantor, and such Child's respective children and grandchildren ("beneficiaries"). If a Child fails to survive Grantor, the share which is set aside for such deceased Child's Trust shall be divided per stirpes for such Child's then living descendants in separate trusts. If a Child is then deceased without issue surviving, the Child's respective Trust assets shall be given equally to the Trusts established for Grantor's other Children and the living descendants of such deceased Child. Each respective Trust shall be named after each respective Child of Grantor. It shall not be necessary to segregate the assets of each Trust, but the Trustees are authorized to hold any of the Trust assets jointly and to make joint investments with the other Trusts for Grantor's Children.

(a) Use of Trust Funds. The Trustees of each Trust for a Child of Grantor and his or her descendants shall accumulate the net income from the respective Trust Estates and may pay to or for the beneficiaries from each respective Trust, in any amounts and proportions the Trustees may determine, such sums of income and principal as may be necessary or advisable in Trustees' sole discretion for the health, support, maintenance and

educational needs of the beneficiaries. Any income which is not disbursed shall be accumulated and added to the principal of the respective Trust. The Trustees shall be under no duty or obligation to make distributions of income or principal from any Trust. No distributions of income or principal shall be made that have the effect of discharging a legal obligation (including the legal obligation of support) of any person other than the legal obligations of the beneficiaries themselves to whom the distributions are made.

(b) Special Power of Appointment. On the death of a Child of Grantor, the Child's Trust shall be held in trust hereunder or the Trustees shall distribute the balance of the child's respective Trust Estate, including principal and any accrued or undistributed income, to such person or persons, trust, corporation or other legal entity as the Child shall appoint in his or her Last Will and Testament making specific reference to this limited power of appointment. This limited power of appointment may not be exercised in favor of such deceased Child, his or her estate, creditors or the creditors of such deceased Child's estate and shall be exercisable by such deceased Child alone and in all events. This limited power of appointment may be exercised subject to the terms and conditions as each child shall direct, including an appointment in trust, but no trust created by the exercise of such power may extend beyond the maximum term permitted for Trusts herein established. If any Child shall fail to make a valid disposition of any portion of the child's respective Trust Estate, all of the Trust Estate not so disposed of shall be retained in trust in separate shares for the use and benefit of the Child's descendants, per stirpes, for their health, support, maintenance and educational needs, all, however, as the Trustees from time to time shall determine. If any Child shall fail to make a valid disposition of any portion of the Child's respective Trust Estate and die without issue surviving the Child, all of the assets not so disposed of shall be distributed equally to the other Trusts established for Grantor's other Children.

(c) Special Power of Appointment in Descendants. Should a Child of Grantor fail to completely exercise the Child's respective limited power of appointment to dispose of all of the Child's remaining Trust Estate and the child's descendants become beneficiaries of such deceased Child's Trust (or should a Child fail to survive Grantor, and

the Child's descendants become beneficiaries of such deceased Child's Trust), then upon the deaths of each descendant of such deceased Child, his or her share shall be held in trust hereunder or the Trustees shall distribute the balance of such descendant's Trust share, including all principal and any accrued or undistributed income, all as such descendant shall appoint. This limited power of appointment may not be exercised in favor of such descendant, the estate of such descendant, the creditors of such descendant, or the creditors of such descendant's estate and shall be exercisable at death by such descendant alone and in all events. The appointment shall be in the amounts and proportions and on the terms and conditions, either outright or in trust, as the descendant shall appoint in his or her Last Will and Testament duly admitted to probate and specifically referring to and exercising this limited power of appointment. This limited power of appointment may be exercised subject to the terms and conditions as each descendant shall direct, including an appointment in trust, but no Trust created by the exercise of such power may extend beyond the maximum term permitted for Trusts herein established.

(d) Subsequent Distributions. If any descendant should die before receiving all of the descendant's Trust share and without exercising the descendant's limited power of appointment so as to dispose of all of the descendant's respective Trust share, the Trust share for that descendant shall continue to be retained in trust for the benefit of the descendants of such deceased descendant, per stirpes, in separate shares, until each beneficiary attains age thirty (30), at which time the beneficiary's share of the Trust shall terminate, and the beneficiary shall then receive all of the beneficiary's share outright and free of trust. If any descendant should die before receiving all of the descendant's Trust share without leaving a descendant surviving the descendant, the Trust share shall pass per stirpes to the other Trust shares of the descendant's sibling, if any, and if none, then to the other Trust shares established for Grantor's other descendants, per stirpes.

(i) If any child of a descendant (hereinafter "child beneficiary") becomes a beneficiary and dies before receiving all of the child beneficiary's share of the Trust Estate at age thirty (30), the share which the child beneficiary was entitled to receive shall continue to be retained in trust for the benefit of the descendants of the deceased child

beneficiary, until the descendant attains age thirty (30), whereupon the descendant shall then receive the descendant's respective share outright and free of trust.

(ii) If any child beneficiary becomes a beneficiary hereunder and dies without issue before receiving all of the child beneficiary's share of the Trust Estate at age thirty (30), the share which the child beneficiary was entitled to receive shall continue to be retained in trust (per stirpes shares) for the benefit of the siblings, if any, of the child beneficiary.

(iii) If a child beneficiary dies without issue before receiving all of the child beneficiary's share of the Trust Estate at age thirty (30), without surviving siblings, the share which the child beneficiary was entitled to receive shall pass to Grantor's then heirs-at-law, and the share of any such distributee who continues to be a beneficiary of a Trust created hereunder shall be added to the Trust share of the distributee.

(iv) The Trust principal and income therefrom which is retained in trust as provided in this paragraph shall be used for health, support, maintenance and educational needs of the beneficiaries, all as the Trustees may determine.

(v) Unless sooner terminated as herein provided, each Trust shall terminate when so limited by the rule against perpetuities as hereinafter provided.

5.2 Fairly Representative Distributions. The Trustee shall select and distribute the cash, securities and other property that will constitute the Trusts, employing for the purposes of valuation the adjusted basis of the assets for federal income tax purposes, provided that the assets distributed shall be selected in such a manner that they have an aggregate fair market value fairly representative of the appreciation or depreciation in the value to the date or dates of distribution of all assets then available for distribution.

5.3 GST Exemption Allocation. The Trustee is authorized to make all allocations and elections available with respect to Grantor's generation-skipping transfer tax imposed by Chapter 13 of the Internal Revenue Code, and the exemption therefor, and to qualify all or any portion of the transfer subject to such tax for any available exemption or exclusion. The Trustee may, but need not, allocate any generation-skipping transfer tax exemption to the educational trusts for JAMES CLARKE MAYOZA, JR. and JONATHAN ROBERT MAYOZA, or to the

NATHANIEL MAYOZA TRUST established for Grantor's brother. In the event that Grantor's generation-skipping transfer tax exemption is insufficient to cover the five (5) trusts for Grantor's Children, the Trustee shall divide such trusts into five (5) other trusts and allocate the GST exemption to the GST Exempt Trusts so that they have an inclusion ratio of zero (0), and shall allocate the remaining portion to NON-GST EXEMPT TRUSTS for each child so that the Non-GST Exempt Trusts have an inclusion ration of one (1).

5.4 General Power of Appointment. As to the NON-GST EXEMPT TRUSTS which would be subject to GST, each of Grantor's five (5) children shall have a general power to appoint the child's Trust upon death. Such power shall be exercisable to and among such person or persons, including the child's estate and the creditors of the child's estate, and in such proportions as such deceased child may designate or appoint by Will admitted to probate in any jurisdiction. The power shall be exercisable by such deceased child only by specific reference thereto in the child's Will, and upon the child's failure to appoint, or to the extent the exercise of such power is ineffective, the then remaining principal and income shall be distributed or continue to be retained in trust pursuant to the provisions of this Trust.

SECTION VI

Charitable Lead Trusts

The assets distributed to the MAYOZA CLAT-I and the MAYOZA CLAT-II pursuant to sub-subsections (b) and (c) of subsection 4.7 of SECTION IV hereof shall be administered and distributed as Charitable Lead Annuity Trusts (each being referred to herein as a "Lead Trust") on the following terms and provisions:

6.1 MAYOZA CLAT-I. The amount to be allocated to the MAYOZA CLAT-I shall be held in a Charitable Lead Annuity Trust of that name subject to the terms and provisions contained in this SECTION VI, provided, however, that the MAYOZA CLAT-I shall terminate on the date which is twelve (12) years after the Effective Date and, upon such termination, after payment of any unpaid portion of the Annuity Amount, all principal and income remaining in the MAYOZA CLAT-I shall be distributed equally among the separate Trusts for KIMBERLY MAYOZA KIZZIAR, CATHERINE MAYOZA NORMAN and CAMERON MAYOZA TURNER and the issue of any of such daughters who is then deceased, as established in

SECTION VI hereof, to be administered and distributed pursuant to such separate Trusts. If any such daughter dies without leaving issue who survive until the termination of the MAYOZA CLAT-I then the share for such daughter and her issue shall be divided equally among and added to the separate Trusts for the other daughters and their issue as created pursuant to SECTION VI hereof.

6.2 MAYOZA CLAT-II. The amount to be allocated to the MAYOZA CLAT-II shall be held in a Charitable Lead Annuity Trust of that name subject to the terms and provisions contained in this SECTION VI, provided, however, that the MAYOZA CLAT-II shall terminate on the date which is twenty (20) years after the Effective Date and, upon such termination, after payment of any unpaid portion of the Annuity Amount, all principal and income remaining in the MAYOZA CLAT-II shall be distributed equally between the separate Trusts for JAMES C. MAYOZA, JR. and JONATHAN ROBERT MAYOZA and the issue of any of such son who is then deceased, as established in SECTION VI hereof, to be administered and distributed pursuant to such separate Trusts. If any such son dies without leaving issue who survive until the termination of the MAYOZA CLAT-II then the share for each son shall be added equally to the separate Trusts for the daughters of Grantor created pursuant to SECTION VI hereof.

6.3 Effective Date. Each Lead Trust shall be effective as of the date of death of Grantor (the "Effective Date").

6.4 Charitable Annuity. At the end of each taxable year of each Lead Trust, the Trustee shall pay to the Charitable Beneficiary an annuity in an amount (the "Annuity Amount") equal to a percentage of the initial net fair market value of the Lead Trust. The initial net fair market value of the Lead Trust shall be the value of the assets distributed to the Lead Trust pursuant to subsection 4.7(b) (in the case of the MAYOZA CLAT-I) and pursuant to subsection 4.7 (c) (in the case of the MAYOZA CLAT-II) as finally determined for federal estate tax purposes. The percentage shall be the minimum percentage allowed by law which shall result in a 100% federal estate tax charitable deduction for that portion of Grantor's estate which is distributed to the Lead Trust.

6.5 Payment of Annuity. The annuity amount of each Lead Trust shall be paid first from the ordinary taxable income of the Lead Trust (including short term capital gains) which is

not unrelated business income and, to the extent not so satisfied, the annuity amount shall be paid from the long term capital gains, the unrelated business income, the tax exempt income and finally out of the principal of the trust, in that order. In any taxable year of the Lead Trust in which the net income exceeds the annuity amount, the excess, at the end of such taxable year, shall be added to the principal of the Lead Trust and thereafter shall be held, administered and disposed of as a part thereof. Should the initial net fair market value of the assets comprising the Lead Trust, and hence the Annuity Amount, be incorrectly determined, then within a reasonable period after the value of such assets is finally determined for federal tax purposes, the Trustee shall pay over to the qualified charitable beneficiaries, in the case of an undervaluation, or, in the case of an overvaluation, shall receive from such beneficiaries to which amounts from the Lead Trust were paid, in proportion to the payments made to each, an aggregate amount equal to the difference between the Annuity Amount properly payable and the Annuity Amount actually paid during such taxable year. The Annuity Amount shall be paid as of the end of each taxable year of the trust and shall accrue from the date of death of Grantor, but payment of the Annuity Amount may be deferred from the date of Grantor's death until the end of the taxable year of the trust in which occurs the complete funding of the trust. Within a reasonable time after the end of the taxable year in which complete funding of the Lead Trust occurs, the Trustee shall pay to the qualified charitable beneficiaries, in the case of an underpayment, or shall receive from the qualified charitable beneficiaries, in the case of an overpayment, in proportion to the payments made to each, the difference between (a) any annuity amounts actually paid, plus interest, compounded annually, computed for any period at the rate of interest that the Treasury Regulations under section 664 of the Code prescribe for the Foundation for such computation during such period, and (b) the Annuity Amounts properly payable, plus interest, compounded annually, computed for any period at the rate of interest that the Treasury Regulations under section 664 of the Code prescribe for the Lead Trust for such computation during such period.

6.6 Charitable Beneficiary. The Charitable Beneficiary of the Lead Trust shall be the MAYOZA CHARITABLE FOUNDATION, created pursuant to SECTION VIII of this Trust Agreement. If the Mayoza Charitable Foundation does not exist or is not a charitable organization, the Charitable Beneficiary shall be such one or more charitable organizations as the

Trustee shall select to receive distributions. For purposes hereof, the term "charitable organization" shall mean corporations, trusts, funds, foundations or community chests created or organized in the United States or in any of its possessions, whether under the laws of the United States, or any state or territory, the District of Columbia or any possession of the United States, organized and operated exclusively for charitable purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting, to influence legislation, and which do not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office. It is intended that the organizations described in this subsection 6.6 of this SECTION VI shall be entitled to exemption from Federal income tax under section 501(c)(3) of the Internal Revenue Code, shall be organizations, contributions to which are deductible, under section 170(c) of the Internal Revenue Code and shall be organization contributions to which qualify for an estate tax deduction under Section 2055 of the Internal Revenue Code.

6.7 Prohibited Transactions. The Trustee is prohibited from engaging in any act of self-dealing as defined in Section 4941(d) of the Code, from retaining any excess business holdings as defined in section 4943(c) of the Code which would subject this Trust to tax under Section 4943 of the Code, from making any investments which would subject this Trust to tax under Section 4944 of the Code and from making any taxable expenditures as defined in Section 4945(d) of the Code. The Trustee shall make distributions at such time and in such manner as not to subject this Trust to tax under Section 4942 of the Code.

6.8 Other Provisions. The designation of Trustee and the powers and duties of Trustees contained in SECTION I and SECTION X of this amended and restated Trust Agreement shall be applicable to each Lead Trust; provided, however, that the Trustee shall use its best efforts to maximize the total investment return of the Lead Trust so that it will equal or exceed the amount to be distributed annually as the Annuity Amount.

6.9 Intention. It is Grantor's intention to insure that the interest committed to the qualified charitable beneficiaries by this SECTION VI shall be deductible for income and estate tax purposes under the provisions of the Code. Further, Grantor intends that payments of gross

income made by the Trustee to qualified charitable beneficiaries qualify as income tax charitable deductions. Accordingly, Grantor directs that all provisions of this SECTION VI and this Trust shall be construed to effectuate this intention, that all provisions of this SECTION VI shall be construed, and the Lead Trust be administered, solely in a manner consistent with Sections 170(c), 642(c), and 2055 of the Code, and with regulations and rulings which may be promulgated from time to time with respect to trusts creating charitable interests, that none of the powers granted to the Trustee by this Trust shall be exercised in a manner as to disqualify either Lead Trust for such deductions, and specifically, but without limiting the foregoing, that nothing in this Trust shall be construed to restrict the Trustee from investing the assets of either Lead Trust in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of the assets of such Lead Trust. Grantor hereby grants to the Trustee all the administrative powers necessary to act in compliance with the requirements of the Internal Revenue Code, as in effect at the time of Grantor's death and from time to time thereafter, so as to qualify the interest committed to the qualified charitable beneficiaries hereunder for the estate and income tax charitable deductions. Should any provisions of this Trust be inconsistent or in conflict with the sections of the Internal Revenue Code and the regulations and rulings governing charitable lead trusts as in effect from time to time, then such sections, regulations and rulings shall be deemed to override and supersede such inconsistent or conflicting provisions. If such sections, regulations and rulings at any time require that instruments creating charitable lead trusts contain provisions which are not expressly set forth in this Trust, then such provisions shall be incorporated herein by reference and shall be deemed to be a part of this Trust to the same extent as though they had been expressly set forth herein.

6.10 Amendments. The Trustee shall be authorized to amend the terms of each Lead Trust contained in this SECTION VI so as to qualify both of them for all available charitable deductions under the Internal Revenue Code; provided, however, that no amendment shall authorize the Trustee to conduct the operations of either Lead Trust in any manner or for purposes other than the charitable purposes of making annuity distributions to charitable organizations. An amendment of the provisions of this subsection 6.10 of this SECTION VI (or any amendment to

it) shall be valid only if and to the extent that such amendment further restricts the Trustees' amending power in the manner provided in the preceding sentence.

6.11 No Additional Contributions. No contributions shall be made to either Lead Trust other than the initial funding required upon Grantor's death.

SECTION VII

Mayoza CRT

The assets distributed to the Mayoza CRT (hereinafter called the "Remainder Trust") pursuant to subsection 4.7(d) of SECTION IV hereof shall be held in Trust under the name "MAYOZA CRT" and administered and distributed as follows:

7.1 Effective Date. The Remainder Trust shall be effective as of the date of death of Grantor (the "Effective Date").

7.2 Unitrust Payment. The Trustees shall pay equally among Grantor's Children, or the survivor of them, in each taxable year of the Remainder Trust during the period (the "Unitrust Period") which ends on the earlier of (i) the date which is five (5) years after the date of death of Grantor and (ii) the date of death of all of Grantor's Children, an amount (the "Unitrust Amount") equal to five percent (5%) of the net fair market value of the assets of the Remainder Trust valued as of the first day of each such taxable year ("valuation date") decreased as provided in subsection 7.4 in the case where the taxable year is a short year or in the taxable year in which the last surviving Child of Grantor dies, and increased as provided in subsection where there are additional contributions in the taxable year. The Unitrust Amount shall be paid in quarterly or more frequent installments. Any income of the Remainder Trust for a taxable year in excess of the Unitrust Amount shall be added to principal.

7.3 Net fair Market Value. If the net fair market value of the Remainder Trust is incorrectly determined by the Trustee for any taxable year resulting in an underpayment or overpayment to Grantor's Children, then within a reasonable period after the final determination of the correct value for federal tax purposes, the Trustee shall pay to Grantor's Children in the case of an underpayment, or shall receive from Grantor's Children in the case of an overpayment, an amount equal to the difference between the Unitrust Amount properly payable and the Unitrust

Amount actually paid and the Trustee shall make such adjustment in the manner provided in Section 1.664-1(a)(5)(i) of the Federal Income Tax Regulations.

7.4 Determining Unitrust Amount. In determining the Unitrust Amount, the Trustee shall prorate the same, on a daily basis, for a short taxable year and for the taxable year ending with Grantor's death.

7.5 Additional Contributions. If any additional contributions are made to this Trust after the initial contribution in trust, the Unitrust Amount for the taxable year in which the assets are added to this Trust shall be equal to the lesser of (i) the Trust income for the taxable year, as defined in Section 643(b) of the Code and the regulations thereunder, and (ii) five percent (5%) of the sum of (x) the net fair market value of the trust assets as of the valuation date (excluding the assets so added and any income from, or appreciation on, such assets) and (y) that proportion of the fair market value of the assets so added that was excluded under (x) which the number of days in the period which begins with the date of contribution and ends with the earlier of the last day of the taxable year or the day of death of the last survivor of Grantor's Children bears to the number of days in the period which begins on the first day in such taxable year and ends with the earlier of the last day in such taxable year or the day of death of the last survivor of Grantor's Children. In the case where there is no valuation date after the time of contribution, the assets so added shall be valued at the time of contribution.

7.6 End of Unitrust Period. After the Unitrust Period ends, the Trustee shall distribute all of the then principal and income of the Remainder Trust, other than any amount due Grantor's Children under the provisions above, unto the MAYOZA CHARITABLE FOUNDATION, as created pursuant to SECTION VIII hereof. If the Mayoza Charitable Foundation is not an organization described in each of Section 170(b)(1)A, Section 170(c) and Section 2055(a) of the Code at the time when any principal or income of the Remainder Trust is to be distributed to it, the Trustee shall distribute such principal or income to one or more organizations then described in Sections 170(b)(1)A, 170(c), 2055(a) and 2522(a) of the Code as the Trustee shall select in the Trustee's sole discretion.

7.7 Prohibited Transactions. The Trustee is prohibited from engaging in any act of self-dealing as defined in Section 4941(d) of the Code, from retaining any excess business

holdings as defined in section 4943(c) of the Code which would subject this Trust to tax under Section 4943 of the Code, from making any investments which would subject this Trust to tax under Section 4944 of the Code and from making any taxable expenditures as defined in Section 4945(d) of the Code. The Trustee shall make distributions at such time and in such manner as not to subject this Trust to tax under Section 4942 of the Code.

7.8 Other Provisions. The designation of Trustees and the Trustee's powers and duties contained in SECTIONS I and X hereof shall be applicable to the Remainder Trust.

SECTION VIII

MAYOZA CHARITABLE FOUNDATION

Upon the occurrence (the "Effective Date") of an event requiring transfer of assets to the Mayoza Charitable Foundation, the assets required to be so transferred, shall be segregated in a separate Trust to be known as the "Mayoza Charitable Foundation" (the "Foundation"), and shall be administered and distributed as hereinafter provided.

8.1 Purposes. The Foundation shall be administered and distributed exclusively for charitable and education purposes. The primary purpose of the Foundation shall be to make gifts to charitable and educational institutions, including but not limited to The University of Mississippi Medical School, for academic purposes.

8.2 Intention. It is Grantor's intention that the Foundation be a "charitable organization" as such term is defined in subsection 6.6 of SECTION VI hereof and the Trustee is directed to administer this Trust for that purpose.

8.3 Term of Foundation. The Foundation shall continue forever unless the Trustee terminates it and distributes all of the principal and income, which action may be taken by the Trustee in the Trustee's sole discretion at any time. On such termination, the Trust fund as then constituted shall be distributed for one or more charitable and educational purposes within the meaning of Section 501(c)(3) of the Code, consistent with the purposes hereof as the Trustee shall then select and determine.

8.4 Authority to Form Non Profit Corporation. Grantor authorizes and empowers the Trustee to form and organize a non-profit corporation limited to the uses and purposes provided for in this Trust Agreement, such corporation to be organized under the laws of any state or under

the laws of the United States as may be determined by the Trustee; such corporation when organized to have power to administer and control the affairs and property and to carry out the uses, objects, and purposes of this Foundation. Upon the creation and organization of such corporation, the Trustee is authorized and empowered to convey, transfer, and deliver to such corporation all the property and assets to which this trust may be or become entitled. The organizational documents of such corporation shall be such as the Trustee shall determine, consistent with the provisions of this subsection 8.4 of this SECTION VIII.

8.5 General Restrictions. No part of the net earnings of the Trust shall inure to or be payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of the Trust shall be the carrying on of propaganda, or otherwise attempting to influence legislation. No part of the activities of the Trust shall be the participation in, or intervention in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

8.6 Private Foundation Restrictions. If the Foundation is at any time determined to be a private foundation as that term is defined in the Internal Revenue Code of 1986, as amended (the "Code"), the Trustee shall distribute the income of the Trust for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code. In such event, the Trustee shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code; nor retain any excess business holdings as defined in Section 4943(c) of the Code; nor make any investments in such manner as to incur tax liability under Section 4944 of the Code; nor make any taxable expenditures as defined in Section 4945(d) of the Code.

8.7 Amendments. The provisions of the Foundation may be amended at any time or from time to time by the Trustee; provided that no amendment shall authorize the Trustee to conduct the affairs of the Trust in any manner or for any purpose contrary to the provisions of Section 501(c)(3) of the Code. An amendment of the provisions of this subsection 8.7 of this SECTION VIII (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the amending power of the Trustee.

8.8 Irrevocability. After the Effective Date the Foundation shall be irrevocable, subject only to the right of the Trustee to terminate the Foundation as set forth in subsection 8.3 of this SECTION VIII and to the power of the Trustee to amend under the provisions of subsection 8.7 of this SECTION VIII.

SECTION IX

General Provisions and Definitions

9.1 Provisions Regarding IRAs and Qualified Plans. Grantor may be the owner or beneficiary of one or more Individual Retirement Accounts described in Section 408 of the Code (the "IRAs" or, individually, an "IRA") and may be the beneficiary of one or more pension plans qualified under Section 401(a) and 501(a) of the Code (the "Qualified Plans"). This Trust or any separate Trust created hereunder may be designated as the recipient of payments from one or more of the IRAs or the Qualified Plans. If this Trust, or any separate Trust created hereunder, is the designated beneficiary under an IRA or Qualified Plan, then Grantor authorizes the Trustee as follows:

(a) The Trustee may divide Grantor's accounts under any IRA or Qualified Plan into separate fractional shares and may specify that payments to this Trust from such separate shares shall be made to specific Trusts or subtrusts hereunder. If Grantor has executed one or more beneficiary designation forms which specify the IRA or Qualified Plan is payable to a specific Trust created hereunder, then the Trustee shall take such actions as are necessary to accomplish Grantor's expressed purposes.

(b) The Trustee shall collect any property payable to the Trust or any subtrust hereunder from any such Qualified Plan or IRA. Payment to, and receipt from, the Trustee shall be a full discharge of the liability of any custodian or trustee of any such account, which need not see to the application of any payment by the Trustee.

(c) In addition to the amounts distributable pursuant to the foregoing provisions of this subsection 9.1 of this SECTION IX, the Trustee in the Trustee's sole discretion may from time to time withdraw additional amounts of income and principal from an IRA or Qualified Plan and distribute such additional amounts to the beneficiary or beneficiaries,

of the Trust or any subtrust designated, if the Trustee determines that such withdrawals and distributions are necessary or advisable for the purposes of the Trust and its beneficiaries.

(d) Grantor anticipates that some or all of IRA and Qualified Plan Accounts will be made payable to the MAYOZA CRT as established pursuant to SECTION VII hereof and the Trustee is authorized and directed to take such actions as will be advisable to cause payments to be made as provided.

9.2 Retention in Trust for Incapacitated Beneficiaries. If any share of the Trust estate is otherwise provided to be distributed to a person (a "Ward") who has not attained the age of thirty (30) years or who, in the absolute and uncontrolled judgment of the Trustee, is incapacitated by reason of legal incapacity or physical or mental illness or infirmity, the Trustee shall either (i) hold such share in custody as Custodian (in the event co-fiduciaries are then serving hereunder, then such co-fiduciaries shall decide who shall serve as custodian) for a minor Ward under the Uniform Transfers to Minors Act of the state in which the minor resides or any other state; or (ii) hold such share in a separate trust for the benefit of a minor or other Ward, it being Grantor's intention by the foregoing provisions to insure maximum flexibility in the administration of any such property, taking into consideration what is in the best interests of such Ward, and the Trustee shall not be liable for any decision made in good faith as to whether such property should be held in custodianship or held in trust for the benefit of any such Ward. With respect to any property held in trust pursuant to this section, when any Ward under the age of thirty (30) years attains such age or when any such other Ward, in the absolute and uncontrolled judgment of the Trustee, becomes legally, mentally and physically capable of receiving such share, all remaining income and principal of such trust shall be distributed to such Ward and such trust shall terminate. Prior to termination of such trust, the Trustee shall utilize such amounts of trust income and principal as the Trustee, in the Trustee's sole discretion, deems desirable from time to time to provide for the comfort, health, support, maintenance or education of such Ward, directly and without the interposition of any guardian; provided, however, that the Trustee may distribute to the Ward of such trust all or any part of the income of such trust as the Trustee deems desirable, without reference to any standard and without regard to other available funds. If such Ward dies before the termination of such trust, the principal and all accumulated income of such trust shall be

distributed to such Ward's executors or administrators for administration and distribution as a part of such Ward's estate.

9.3 Definition of "Issue" and "Descendants". References in this Trust Agreement to "issue" or "descendants" mean lawful lineal blood descendants of the first, second or any other degree of the ancestor designated; provided, however, that such references shall include, with respect to any provision of this Trust Agreement, descendants who have been conceived at any specific point in time relevant to such provision and who thereafter survive birth; and provided further that an adopted child and such adopted child's lawful lineal descendants by blood or adoption shall be considered herein as lawful lineal blood descendants of the adopting parent or parents and of anyone who is by blood or adoption a lineal ancestor of the adopting parent or of either of the adopting parents.

9.4 Definition of "Per Stirpes". A provision for property to pass to the issue of a designated person, "per stirpes," shall mean that the property shall pass to such person's children then living in equal shares or all to such person's child if only one is then living; provided that if any child of such person is not then living but has issue then living, the property which would have passed to such deceased child if he or she were then living shall pass instead to his or her issue then living, per stirpes; provided further that in determining the class comprised of such issue, no issue of a living person included in such class shall be included therein.

9.5 Internal Revenue Code. References in this Trust Agreement to various sections of the "Internal Revenue Code" are to such designated sections of the Internal Revenue Code of 1986, as amended, or any corresponding statute hereafter in effect.

9.6 Definition of "Net Income;" Income Not Distributed. References herein to the term "net income" shall mean the greater of (a) the actual income of the trust as determined for accounting purposes reduced by reasonable expenses and charges, and (b) five percent (5%) of the market value of the corpus of each separate trust determined as of the first day of each fiscal year of the Trust; provided, however, that references to net income in connection with distributions from qualified plans or IRAs shall be determined consistently with accounting required by Section 401(a)(9) of the Internal Revenue Code. The portion of the net income of each separate Trust which is not distributed during any fiscal year of such Trust or is not

distributed within the first 65 days of such succeeding taxable year pursuant to Section 663(b) of the Internal Revenue Code of 1986, shall be added to the principal of such Trust as of the first day of the succeeding fiscal year.

The portion of the net income of each separate Trust which is not distributed during any fiscal year of such Trust or is not distributed within the first 65 days of such succeeding taxable year pursuant to Section 663(b) of the Internal Revenue Code of 1986, shall be added to the principal of such Trust as of the first day of the succeeding fiscal year.

9.7 Perpetuities. As to property located in any jurisdiction, the Trust and each of the separate Trusts thereunder shall in no event continue for a period longer than is permitted under the laws against perpetuities of such jurisdiction or any other law of such jurisdiction which may have application to this Trust and, if it shall be determined that by the terms hereof any such Trust violates any such law, then at the end of the longest period such Trust shall be permitted to continue under the laws of such jurisdiction, distribution of all principal and accumulated income in such Trust applicable to such jurisdiction shall then be made in equal shares to those persons then entitled to receive the income from such Trust, irrespective of their attained ages and notwithstanding anything to the contrary herein provided.

SECTION X

Trustees' Powers and Related Provisions

10.1 General Managerial Powers. In the administration and management of the assets of any Trust created hereunder, and subject to the limitations and restrictions provided elsewhere in this Trust Indenture, the Trustees shall be subject to the rights, powers, and responsibilities set forth in the Oklahoma Trust Act, as now enacted and as hereafter amended, except where and to the extent that same may be inconsistent or in conflict with any of the provisions of this Trust Agreement, in which event the provisions of this Trust Agreement shall govern. The Trustees shall also have the right to leave the property coming into their hands in any form of investment, although it may not be the character of investment permitted by law to trustees, without liability for loss or depreciation of the value thereof, and shall have full power and authority, in Trustees' exclusive discretion, to sell or exchange the whole or any part of such property, upon such terms and conditions as Trustees may deem advisable.

10.2 General Powers. In addition to the foregoing powers, but subject thereto, the Trustees are empowered:

- (a) To hold, possess, manage, and control the Trust Estate for the purposes and uses therein set forth;
- (b) To invest and reinvest all or any part of the Trust Estate in such stocks, bonds, securities, or other property, real or personal, as the Trustees shall deem proper without regard to statutes limiting the property which the Trustees may purchase;
- (c) To sell, transfer, exchange, or otherwise dispose of, any part of the trust estate, for cash or on terms, at public or private sale, and to pledge or encumber the same;
- (d) To lease any real estate held hereunder for any term, notwithstanding the duration of this Trust;
- (e) To execute and deliver any deeds, leases, assignments, or other instruments as may be necessary to carry out the provisions of this Trust;
- (f) To exercise any subscription right in connection with any security held hereunder and to consent to or participate in any reorganization, consolidation, or merger of any corporation, company, or association, the securities of which may be held hereunder;
- (g) To apportion between principal and income, any receipt or expenditure which, in its opinion, should be so apportioned; provided, that whenever the principal or any part thereof, of the Trust Estate is invested in securities purchased at a premium or at a discount, any such premium shall be charged against principal and any such discount shall be credited to principal; and provided further that stock dividends and rights to purchase additional stock issued on securities held in trust shall be treated as principal and not as income. All other dividends, except liquidations, shall be treated as income;
- (h) To make any distribution hereunder, either in kind or in money. Distribution in kind shall be made at the market value of the property distributed at the time of distribution. The Trustees may cause the share transferred to any distributee to be composed of property like or different from that transferred to any other distributee;

(i) To borrow money for any purposes of the Trust, or incidental to the administration thereof, upon bond or promissory note as the Trustees, and to secure repayment thereof by mortgaging or pledging or otherwise encumbering any part or all of the property of the Trust, and, with respect to the purchase of any property, as part of the consideration given therefor, to assume a liability of the transferor or to acquire such property subject to a liability;

(j) With respect to any real property at any time held by the Trustees which is damaged or destroyed, whether by fire, storm, or otherwise, to repair or rebuild such property in such manner as the Trustees may determine, using the proceeds of any insurance which may become available as a result of such damage or destruction, or, to the extent that such insurance is not sufficient, the principal of the estate or trust of which such property is a part;

(k) To set up reserves out of income, for taxes, assessments, repairs, and general upkeep on real property;

(l) To exercise all powers and rights consistent with the foregoing, and whether above mentioned or not, which Trustees could exercise if they were the owner in fee simple of both the legal and equitable title in such Trust Estate. The Trustees shall have the right to execute any and all instruments of any nature whatsoever for the carrying out of the Trustees' powers, duties, rights, privileges and discretions;

(m) To enter into partnerships; to transfer any property in the Trust Estate to one or more partnerships for interest in such partnerships; to act as a partner in any partnership or with respect to any property, any part of which may be or become part of the Trust Estate originally or later; to participate in the management of such partnerships; to dissolve any partnership in which the Trustees act as a partner; and to hold or dispose as part of the Trust Estate any property received upon such a dissolution; all in such manner, at or for such times, and on such terms as the Trustees shall think fit;

(n) To continue to operate any business interest which becomes a part of the Trust Estate; to delegate all or part of the management thereof; to invest other funds of the Trust Estate therein; to convert such business from one form (e.g., proprietorship,

partnership, corporation) to another; all in such manner, at or for such times, and on such terms as the Trustees shall think fit;

10.3 Negation of Rule Requiring Impartiality of Investments Regarding Successive Beneficiaries. In managing and investing the funds of each Trust Estate, the Trustees shall not be required to observe any usual rules of Trust law requiring impartiality between successive beneficiaries, and may exercise management and investment discretions in favor of the income or remainderman beneficiaries of the Trust Estate. By way of illustration, the Trustees may invest all or any part of the funds of the Trust Estate in tax-exempt securities or in depletable or depreciable assets or other assets without any duty to make any adjustment in favor of any remaindermen with respect to these acts of the Trustees.

10.4 Duty with Respect to Retention of Cash. The Trustees shall not be under any duty to reinvest any part of the Trust Estate which may be in cash, or as may be converted into cash. The Trustees shall not be chargeable with interest thereon (except to the extent that interest may be paid to the Trustees on any cash amount on deposit pending investment, distribution or disbursement) during such time as the prevailing interest rates or other conditions in the securities or investment market shall make it undesirable, in the opinion of the Trustees, to reinvest such funds.

10.5 Allocation of Receipts Between Income and Principal. The Trustees shall have the power to determine what is principal or income of any Trust and to apportion and allocate receipts and expenses and other charges in a reasonable manner between principal and income. The Trustees shall have the power to establish a reasonable reserve for depreciation or depletion and to fund the reserve by appropriate charges against income of the Trust Estate. For purposes of determining an appropriate reserve for depletable assets, the Trustees may (but need not) adopt the depletion allowance available for federal income tax purposes.

10.6 Management of Personal Residence and Furnishings of Personal Residence. To the extent that the personal residence of Grantor and any or all furnishings of such residence become subject to the provisions of this Trust, the Trustees are authorized to continue to retain and use these assets should the Trustee believe the retention of these assets would be beneficial to the Grantor.

10.7 Power to Lend Money and Guarantee Obligations. The Trustees shall have the power to lend money to any person (except beneficiaries), to an estate (including the estate of the Grantor), or to any Trust, provided that any loan shall be adequately secured and shall bear a reasonable rate of interest. The Trustees are authorized to endorse, guarantee, become the surety of or otherwise become obligated for or with respect to the debts or other obligations of any person, firm, corporation, partnership, Trust or other legal entity, whether with or without consideration, when the Trustees believe such actions advance the purposes of any Trust created hereunder. The Trustees may (but shall not be required to) make loans from the Trust to the Grantor on an unsecured basis, and for such rate of interest as the Trustees deem appropriate, including an interest-free loan.

10.8 Trustee's Power to Create or Continue Indebtedness. The Trustees are authorized to assume the payment of and to renew and extend any indebtedness created or incurred by any prior fiduciary or owner. The Trustees are authorized to contract and create indebtedness and to raise money by any means, in such amounts as the Trustees deem advisable, for any purpose of the Trust. The Trustees are authorized to execute such documents and instruments evidencing each such indebtedness, and all renewals or extensions of same, as the Trustees deem appropriate. The Trustees are authorized to secure the payment of each such obligation, indebtedness or promissory note, and all renewals or extensions of same, and all substitutions therefor and refinancing thereof, by pledge, hypothecation, mortgage, deed of trust, or other encumbrances covering and binding all or any part of the Trust Estate of the respective Trust. The Trustees may loan Trustees' own monies to the Trust and may charge and recover the then usual and customary rate of interest therein when, in the discretion of the Trustee, it is prudent to do so.

10.9 Authority to Sue For and Defend Trust Estate. The Trustees are authorized to sue for and defend the Trust as at any time constituted. The Trustees are authorized to compromise, settle, relinquish and adjust claims in favor of and against the Trust.

10.10 Ancillary Trustee. In the event any of the property which is or may become a part of the assets of the Trust is situated in any jurisdiction other than the State of Oklahoma in which an acting Trustee is not qualified to act as Trustee, or if for any other reason the Trustees should need to appoint an ancillary Trustee, the Trustees, to the extent permitted by the law of such other

jurisdiction, are empowered to name an individual or corporate trustee qualified to act in such state, foreign country or other political subdivision or entity in connection with the property there situated as the Trustee of such property and to require such security as may be designated by the Trustees.

(a) The appointment should be evidenced by a written instrument in a form entitled to be recorded in the deed records in the county of the Trustee's residence. It shall specify the effective time and date of appointment, and shall contain an acceptance of appointment by the ancillary Trustee. The Trustee so appointed shall have all the rights, powers, privileges and duties and shall be subject to the conditions and limitations set forth herein, except where the same may be modified by the Trustees herein, or by the laws of the other jurisdiction, in which case, the laws of the jurisdiction in which such Trustee is acting shall prevail to the extent necessary.

(b) The appointed Trustee shall be answerable to the Trustees herein appointed for all monies, assets and other property which may be received by the Trustee in connection with the administration of such property. The Trustees hereunder may confine and limit the rights, powers, and discretions of any ancillary Trustees, and may remove such Trustees, with or without cause, and appoint a successor at any time by the execution by the Trustees of a written instrument in a form entitled to be recorded in the deed records in the county of the Trustee's residence declaring such ancillary Trustee removed from office, and specifying the effective time and date of removal. A copy of such instrument of removal shall be mailed to the ancillary Trustee being removed from office. The instrument of removal need not be delivered to or received by the Trustee being removed in order to effect the removal from office. The Trustees are authorized to determine and fix the compensation to be paid each ancillary Trustee and to provide for the payment or reimbursement of expenses incurred by each such Trustee.

10.11 Life Insurance Proceeds. If Grantor's interest in any life insurance proceeds payable upon the death of Grantor becomes payable to the Trustees, the Trustees shall be authorized to execute and deliver receipts and proofs of claim required to collect such interest, and to elect, to Trustees' discretion, optional modes of settlement available to Trustee under such insurance

policies. The proceeds of any life insurance policies on Grantor's life payable to any beneficiaries other than Grantor's estate, whether or not payable to the Trustees, shall not be liable for any federal, state, and foreign state, transfer, inheritance or succession taxes payable by reason of a Grantor's death. However, the Trustees or any other beneficiary may by loan or purchase of assets make proceeds of life insurance available to the Executor of Grantor's Will, for payment of such death taxes.

10.12 Guardian. No Guardian of the person or estate of Grantor shall have the right to exercise any power retained by Grantor hereunder, including, but not limited to, the power to demand and withdraw property from the Trust and power to alter, amend, revoke or terminate the Trust and this Agreement.

10.13 Perpetuities Savings Clause. Unless sooner terminated as otherwise provided in this Trust Agreement, each Trust created herein shall fully cease and terminate twenty-one (21) years after the death of the Grantor and all issue of the Grantor's living as of the date each Trust established herein becomes irrevocable. Upon such termination, the entire principal of the Trust Estate of each Trust, together with any undistributed income therefrom, shall vest in and be distributed to the persons entitled to take under the provisions of each Trust.

10.14 Spendthrift Provision. The interests of beneficiaries in the principal and income of any Trust created hereunder shall not be subject to the claims of their creditors or creditors of others, including the creditors of the spouse of a married beneficiary, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

10.15 Distributions During Minority or Legal Disability. If the Trustees are authorized or directed to make any payment, distribution or application of income or principal to any beneficiary during the minority or other legal disability of any beneficiary to or for whom income or principal may be paid, distributed or applied, the Trustees may make such payment, distribution or application on the beneficiary's behalf in any one or more of the following ways:

- (a) directly to the beneficiary;
- (b) To the Attorney-In-Fact, natural guardian, legally appointed guardian of the person or estate of the beneficiary, or a custodian under the Oklahoma Uniform Gifts to Minors Act; or

(c) by expending the same directly for the beneficiary.

The Trustees shall not be responsible for the application of any payment or distribution after the distribution has been made to any person in accordance with the provisions hereof.

10.16 Trusts to Hold S Corporation Stock. The Trustees may create one or more separate qualified subchapter S trusts ("QSST") or "electing small business trusts ("ESBT") hereunder if S Corporation stock would be transferred to a nonqualifying trust hereunder and the Trustees determine in their sole, reasonable discretion that the interests of the trust beneficiary would best be served if the corporation continues to qualify as an S corporation, or if a nonqualifying trust hereunder acquires stock in a corporation that is not an S corporation and the Trustees determine in their sole, reasonable discretion that the interests of the trust beneficiaries would best be served if the corporation elects S corporation status.

10.17 Services of Advisers. The Trustees may contract for and utilize the services of accountants, investment advisers, attorneys and others to assist in the administration of the Trust estate and shall be fully protected in any action or non-action taken, permitted or suffered in good faith in accordance with the opinion of such counsel. The Trustees are specifically authorized to utilize members of Grantor's family for services to the Trust estate or to Grantor individually and to compensate and reimburse such family members for their services and expenses which are directly or indirectly related to assisting the Trust estate or Grantor. All reasonable fees and expenses of such advisers, agents and family members shall be borne by the Trust estate. The Trustees' decisions in these matters shall be final and binding on all persons.

10.18 Investment Managers. If an investment manager or managers are appointed to manage any portion of the Trust estate, then the Trustees shall be relieved of any and all liability for selection of investments for such portion. Each investment manager appointed with respect to any portion of the Trust estate shall have the investment powers granted to the Trustees in this SECTION X as to such portion of the Trust estate.

10.19 Transactions Between Trustees and Grantor's Executors. Trustees are authorized to accept from the Executor of Grantor's estate any assets delivered by the Executor to the Trustees on the basis of the accounting therefor as submitted by the Executor, without requiring an audit or other independent accounting of the acts of the Executor. The Trustees shall not have

any duty, responsibility, obligation or liability whatsoever for the acts or omissions of the Executor. The foregoing shall not limit the right of Trustees to request an accounting from the Executor, and the Executor shall, upon request from the Trustees, furnish a complete accounting. The Trustees shall have the power to purchase property at its fair market value, as determined by the Executor and Trustees, from the estate.

10.20 Freedom from Judicial Supervision. Upon the appointment and qualification of any Trustee, the same duties shall devolve on, and the same rights, powers, authorities, privileges, and discretions shall inure to, such Trustee as to the Trustee originally designated hereunder. All rights, powers, authorities, privileges, and discretions shall be exercised without the supervision of any Court, it being Grantor's intention that so far as can be legally provided, the Trustees shall be completely free of judicial supervision.

10.21 Duty of Third Parties Dealing with Trustees. No person dealing with the Trustees shall be responsible for, or be required to see to, the application of any money or other thing of value paid or delivered to the Trustees. The receipt of the Trustees shall be a full discharge to the extent of the property delivered. No purchaser from or other person dealing with the Trustees, and no issuer or transfer agent, or agent of any issuer, of any securities to which any dealing with the Trustees shall relate shall be under any duty to ascertain the power of the Trustees to purchase, sell, exchange, transfer, mortgage, pledge, distribute or otherwise in any manner dispose of or deal with any securities or other property held by the Trustees hereunder, or which comprises a part of any Trust Estate. No person dealing with the Trustees in good faith shall be under any duty to see that the terms of the Trust created by this Trust Indenture are complied with or to inquire into the validity, expediency or propriety of any act of the Trustees.

10.22 Distribution of Trust Estate. If or when, at any time, the Trustees are required to allocate, divide or make distribution of a Trust Estate, in whole or in part, the allocation, division or distribution may be made by the Trustees, in cash or in kind, or partly in cash and partly in kind. The Trustees may assign or apportion to the allottees or distributees undivided interests in any properties, interests in properties, investments, securities or other assets then constituting a part of the Trust Estate. The Trustees may make allocation, division or distribution in any other manner whatsoever (including distribution of encumbered property and non pro rata distributions)

desirable and equitable to the allottees or distributees affected by any allocation, division, or distribution. If non pro rata distributions are to be made, the Trustees should attempt to allocate the tax bases of the assets distributed in an equitable manner among the beneficiaries of the Trust. The Trustees may at all times rely upon the written agreement of the beneficiaries of the Trust. And, the Trustees may at all times rely upon the written agreement of the beneficiaries as to the equitable apportionment of assets.

10.23 Powers of Trustees Subsequent to an Event of Termination. The Trustees shall have a reasonable period of time after the occurrence of an event of termination in which to wind up the administration of the Trust and make a distribution of its assets. During this period of time, the Trustees shall continue to have and shall exercise all powers granted herein to the Trustees or conferred upon the Trustees by law until all provisions of this Trust Indenture are fully executed.

10.24 Discretion of Trustees. All decisions of the Trustees shall be via their sole and absolute discretion, and shall not be subject to judicial review.

10.25 Self Dealing. The Trustees, in their individual capacities, may purchase Trust assets, and the Trustees may sell their own assets to the Trusts. An independent appraisal shall not be required as to the value of the assets.

10.26 Powers Granted by Oklahoma Trust Act. Except as may be specifically restricted herein, the Trustees shall have the authority, for the benefit of the Trust estate, to do or perform any act with respect to the properties thereof which could be done pursuant to or under the Oklahoma Trust Act, Title 60, Sections 175.1 et seq. of the Oklahoma Compiled Statutes of 1991, as now enacted or later amended, or any corresponding law in any other jurisdiction in which a Trustee or the Trust estate may be present (hereinafter referred to as the "Trust Act"), or by any absolute owner thereof. Pursuant to the provisions of the Trust Act, the Trustees shall be relieved from all of the duties, restrictions and liabilities imposed by the Trust Act, as now enacted or later enacted.

10.27 Trustees' Power to Interpret. If and when the Trustees in good faith possesses doubts as to the proper construction, interpretation or operation of this instrument, or as to the application of the Oklahoma Trust Act, or as to any other or additional matter involving the administration of the Trust or the rights of any beneficiary thereof, the Trustees are hereby

authorized to resolve such doubts in such manner as the Trustees deem equitable and proper, the intention being thus to avoid suits for construction or instructions to the fullest extent possible. All decisions and actions of the Trustees in the exercise of discretion and power vested in the Trustees by the provisions of this subsection shall, in the absence of bad faith, be conclusive on all persons ever interested in any trust hereunder.

SECTION XI

Power to Revoke and Amend

11.1 Revocation. Notwithstanding any other provisions hereof, this Trust Agreement hereby shall be revocable in whole or in part at any time by Grantor and only by Grantor. This power to revoke shall be exercised by a written instrument signed by the Grantor. Upon delivery of such instrument to the Trustee, all property then held in trust hereunder shall revert in Grantor, free from and discharged of this Trust and the Trustee is hereby directed in such event to transfer and convey such property immediately to the Grantor and this Trust hereby shall terminate. In addition, Grantor may at any time by written instrument delivered to the Trustee request that a part of the corpus of the Trust estate be delivered to him, whereupon the Trustee shall deliver such corpus to the Grantor, as specified.

11.2 Amendment. This Trust Agreement may be amended at any time and from time to time by Grantor. Each such amendment shall be evidenced by a written instrument containing the amendment and signed by Grantor. The amendment shall be effective upon delivery of such instrument to the Trustee.

11.3 Trust Irrevocable at Grantor's Death. This Trust Agreement shall become irrevocable upon Grantor's death.

SECTION XII

Miscellaneous Provisions

12.1 Governing Law.

(a) This Trust Agreement shall be construed and administered, and the validity of the Trusts hereby created shall be determined, in accordance with the laws of the State of Oklahoma.

(b) The situs of the property of any trust created hereunder may be maintained in any jurisdiction, in the Trustees' sole and absolute discretion, and thereafter transferred at any time or times to any jurisdiction selected by the Trustees. Upon any such transfer of situs, the Trust estate may thereafter, at the election of the Trustees of said Trust, be administered exclusively under the laws of (and subject, as required, to the exclusive supervision of the courts of) the jurisdiction to which it has been transferred. Accordingly, if the Trustees of any trust created hereunder elects to change the situs of any such trust, said Trustees are hereby relieved of any requirement of having to qualify in any other jurisdiction and of any requirement of having to account in any court of such other jurisdiction.

12.2 Binding Effect. This Trust Agreement shall be binding upon the executors, Personal Representatives, administrators and assigns of Grantor, and the beneficiaries named herein and upon the successors to the Trust.

12.3 Copies. To the same extent as if it were the original, anyone may rely on a copy of this Trust Agreement certified by a notary public to be a true copy of this Trust Agreement. Anyone may rely on any statement of fact certified by anyone who appears from the original Trust Agreement or a certified copy (via Notary Public) thereof to be a Trustee hereunder.

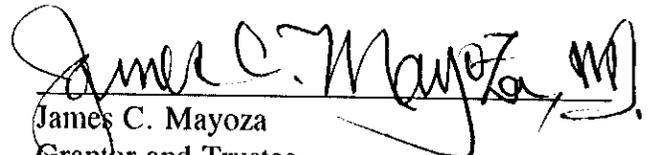
12.4 Counterparts. This instrument is being executed in a number of counterparts, each of which when so executed shall be deemed to be an original for all purposes. But, all of the counterparts together shall constitute but one and the same instrument. It shall not be necessary, in making proof of this Trust Indenture, to produce and account for more than one such counterpart. One or more of such counterparts is on file with the acting Trustees hereunder.

12.5 Effect of Inoperative, Invalid or Illegal Provision. If any provision of this Trust Agreement is held to be inoperative, invalid, or illegal, all of the remaining provisions hereof shall continue to be fully operative and effective as far as is possible and reasonable.

12.6 Headings. The headings employed herein are for reference purposes only and shall not in any way affect the meaning or interpretation of the provisions of this Trust Agreement.

12.7 Name. The Trust created by the original Trust Agreement of James C. Mayoza as amended and restated herein shall continue to be known as the "JAMES C. MAYOZA 1995 REVOCABLE MANAGEMENT TRUST."

IN WITNESS WHEREOF, Grantor has hereunto subscribed his name this 17th day of December, 1998.


James C. Mayoza
Grantor and Trustee

