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ATTORNEY

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CHARLIE AMEN
OR.

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This

AFFIDAVIT OF TRUST

prepared for

GEORGE W. COUCH

and

DOROTHY V. COUCH

Purcell & Associates, L.L.C.
10805 Sunset Office Drive, Suite 400
St. Louis, MO 63127
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COUCH LIVING TRUST

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Article One

Trust Creation

Section 1. Parties to Our Trust

Our Trust Agreement, dated April 26 2001, is made between GEORGE W. COUCH, the Husband Trustor, also known as GEORGE WASHINGTON COUCH, and DOROTHY V. COUCH, the Wife Trustor, also known as DOROTHY VERA COUCH, (collectively referred to as "Trustors"), and the following Initial Trustees:

GEORGE W. COUCH
DOROTHY V. COUCH

Section 2. Name of Our Trust

Our Trust may be referred to as the:

COUCH LIVING TRUST, dated April 26 2001.

The formal name of our Trust and the designation to be used for the transfer of title to the name of our Trust is:

GEORGE W. COUCH and DOROTHY V. COUCH, Trustees, or their successors in trust, under the COUCH LIVING TRUST, dated April 26 2001 and any amendments thereto.

Section 3. Revocable Living Trust

Our Trust is a revocable trust.

Section 4. Trustors as Trustees

Unless provided otherwise in our Trust Agreement, when either one or both of us are serving as Trustee under our Trust, that one or either of us may conduct business and act on behalf of our Trust without the consent of any other Trustee. Any Trustor acting under this Section 4 may only deal with the other Trustor's Contributive Share in a fiduciary capacity.

Affidavit of Trust

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The undersigned Trustors and Trustees hereby certify the following:

1. The following Living Trust is the subject of this Affidavit:

COUCH LIVING TRUST, dated April 26 2001

2. The Trustees currently serving are:

GEORGE W. COUCH
DOROTHY V. COUCH

3. The trust is currently in full force and effect. Attached to this Affidavit and incorporated in it are selected provisions of the trust evidencing the following:

Article One (Sections 1-4) - Creation of the Trust (Identity of Initial Trustees)

Article Three - Appointment of Trustees (Successor Trustees)

Article Four - Trustors' Lifetime Rights (Statement of Revocability)

Article Thirteen - Trustee Administration

Article Fourteen - Powers

Article Fifteen - General Provisions

4. The trust provisions which are not attached to this Affidavit are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustee.
5. The signatories of this Affidavit declare that the foregoing statements and the attached Trust provisions are true and correct, under penalty of perjury.
6. This Affidavit was executed at St. Louis County, Missouri, on April 26 2001.

Trustors:

George W. Couch
GEORGE W. COUCH

Dorothy V. Couch
DOROTHY V. COUCH

Trustees:

George W. Couch
GEORGE W. COUCH

Dorothy V. Couch
DOROTHY V. COUCH

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On April 26 2001, before me, the undersigned, a Notary Public in and for the aforesaid county and state, personally appeared GEORGE W. COUCH and DOROTHY V. COUCH, Trustors and Trustees, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that said persons executed the same as said persons' free act and deed.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Trish A. Hull
Notary Public



My Commission Expires: _____

Commissioned for _____

Prepared by:
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Article Three

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Appointment of Trustees

Section 1. Definition of Trustee

All uses of the word "Trustee" in our Trust Agreement shall be deemed a reference to the person or entity then serving as Trustee and shall include alternate or Successor Trustees or Co-Trustees (if multiple trustees are serving), unless the context requires otherwise.

Section 2. Resignation of a Trustee

Any Trustee may resign at any time without court approval by giving written notice to each then living and competent Trustor. If neither of us is then living and competent, written notice shall be given to our next Successor Trustee; or if there is no next Successor Trustee, to the beneficiaries then entitled to receive income or principal distributions under our Trust Agreement or their respective Personal Representatives, or if any of such beneficiaries then be a minor, to the persons having the care or custody of any such minor. Such resignation shall be effective upon the appointment of a Successor Trustee.

Section 3. Removal of a Trustee

Any Trustee may be removed under our Trust Agreement as follows:

a. While We Are Both Alive and Competent

While we are both alive and competent, and if we both agree, we shall have the right to remove or replace any other Trustee appointed under our Trust Agreement at any time without cause.

b. While One of Us Is Alive and Competent

After the death or incapacity of one of us, unless directed otherwise by other provisions of our Trust Agreement (if any), the surviving, competent Trustor may add a Trustee or remove or replace any other Trustee appointed under our Trust Agreement at any time without cause.

c. Removal by Others

After the death or incapacity of both of us, a majority in interest of the beneficiaries then entitled to receive income or principal distributions from a separate trust, or their respective Personal Representatives, shall have the discretion and power to remove any serving Trustee of such separate trust at any

time for legal cause. The serving Trustee who is being removed for legal cause may accept such removal, or may (in a timely and expedient manner) petition a court of competent jurisdiction for a determination as to whether sufficient legal cause exists for such serving Trustee's removal and shall continue to serve until otherwise ordered by such court.

d. Notice to Removed Trustee

Written notice of removal under our Trust Agreement shall be effective immediately when signed by the person or persons authorized to make the removal and delivered to our Trustee personally or three business days after mailing by certified mail, return receipt requested. The written notice removing a Trustee shall identify the Successor Trustee appointed pursuant to the other provisions of this Article.

e. Transfer of Trust Property

The Trustee so removed shall promptly transfer and deliver to the Successor Trustee all property of our Trust under the removed Trustee's possession and control.

Section 4. Designated Successor Trustees

Subject to the provisions of Section 3 of this Article, whenever a Trustee is removed, dies, resigns, becomes incapacitated, or is otherwise unable or unwilling to serve, the vacant Trustee position shall be filled as follows:

a. Vacancy in Position of Trustee While We Are Both Alive and Competent

We may serve as the only Trustees, or we may name any number of Trustees to serve with us. If any of these other Trustees subsequently fails or ceases to serve as a Trustee for any reason, we may or may not appoint another to fill the vacancy as we both agree.

b. Vacancy in Position of Trustee While One of Us Is Alive and Competent

If only one of us is living and competent and a Trustee position becomes vacant, or such Trustor desires to appoint a Co-Trustee, then that one of us may or may not appoint another Trustee.

c. Incapacity Trustees of GEORGE W. COUCH

If GEORGE W. COUCH becomes incapacitated while serving as an Initial Trustee, he shall be replaced by the following Incapacity Trustee(s) to serve in the priority listed until the list has been exhausted. Unless otherwise specified, if Co-Incapacity Trustees are serving, the next following named Successor Incapacity

Trustee(s) shall serve only after all of the Co-Incapacity Trustees initially fail or thereafter cease to act as Trustees:

- (1) DOROTHY V. COUCH and DONALD LLOYD COUCH
- (2) CAROLYN MARIE STRACENER
- (3) BARBARA JEAN COOK

d. Incapacity Trustees of DOROTHY V. COUCH

If DOROTHY V. COUCH becomes incapacitated while serving as an Initial Trustee, she shall be replaced by the following Incapacity Trustee(s) to serve in the priority listed until the list has been exhausted. Unless otherwise specified, if Co-Incapacity Trustees are serving, the next following named Successor Incapacity Trustee(s) shall serve only after all of the Co-Incapacity Trustees initially fail or thereafter cease to act as Trustees:

- (1) GEORGE W. COUCH and DONALD LLOYD COUCH
- (2) CAROLYN MARIE STRACENER
- (3) BARBARA JEAN COOK

e. Death Trustees of GEORGE W. COUCH

Upon the death of GEORGE W. COUCH, he or his Incapacity Trustee, if either is then serving as Trustee, shall be replaced by the following Death Trustee(s) to serve in the priority listed until the list has been exhausted. Unless otherwise specified, if Co-Death Trustees are serving, the next following named Successor Death Trustee(s) shall serve only after all of the Co-Death Trustees initially fail or thereafter cease to act as Trustees:

- (1) DOROTHY V. COUCH and DONALD LLOYD COUCH
- (2) CAROLYN MARIE STRACENER
- (3) BARBARA JEAN COOK

f. Death Trustees of DOROTHY V. COUCH

Upon the death of DOROTHY V. COUCH, she or her Incapacity Trustee, if either is then serving as Trustee, shall be replaced by the following Death Trustee(s) to serve in the priority listed until the list has been exhausted. Unless otherwise specified, if Co-Death Trustees are serving, the next following named Successor Death Trustee(s) shall serve only after all of the Co-Death Trustees initially fail or thereafter cease to act as Trustees:

- (1) GEORGE W. COUCH and DONALD LLOYD COUCH
- (2) CAROLYN MARIE STRACENER
- (3) BARBARA JEAN COOK

Section 5. No Designated Successor Trustees

If at any time there is no Trustee acting under our Trust Agreement and there is no person or institution designated and qualified as a Successor Trustee, a majority of the beneficiaries then eligible to receive distributions of income or principal under our Trust Agreement or their Personal Representatives, shall appoint a Successor Trustee. If any trust existing under our Trust Agreement lacks a Trustee and no successor is appointed pursuant to this Article, the vacancy shall be filled by a court of competent jurisdiction.

Section 6. Responsibility of Successor Trustees

Other than amending or revoking our Trust, or appointing or removing a Trustee, a Successor Trustee shall have the same rights, powers, duties, discretion and immunities as if named as Initial Trustee under our Trust Agreement. No Successor Trustee shall be personally liable for any act, or failure to act, of any predecessor Trustee or shall have any duty to examine the records of any predecessor Trustee. A Successor Trustee may accept the account rendered and the property delivered by, or on behalf of, a predecessor Trustee as a full and complete discharge of the duties of the predecessor Trustee without incurring any responsibility or liability for doing so.

Section 7. Co-Trustee's Responsibility for the Acts of Other Co-Trustees

No Co-Trustee shall be responsible for the act, omission or default of any other Co-Trustee without actual knowledge thereof.

Section 8. [Reserved]

Section 9. Special Co-Trustee Provisions

Notwithstanding anything herein to the contrary, the powers, duties, or discretionary authority granted hereunder to any Trustee shall be limited as follows:

a. Prohibited and Void Trustee Powers

Except where a child shall act as Trustee of a separate share provided for his or her benefit, or unless limited by an ascertainable standard as defined in Code Section 2041, no Trustee shall participate in the exercise of any discretionary authority to allocate receipts and expenses to principal or income, any discretionary authority to distribute principal or income, or any discretionary authority to terminate any trust created hereunder, if distributions could then be made to our Trustee or if our Trustee has any legal obligation for the support of any person to whom distributions could then be made. Any other power, duty, or discretionary authority granted to our Trustee shall be absolutely void to the extent that either the right to exercise such power, duty, or discretionary authority, or the

exercise thereof shall in any way result in a benefit to or for such Trustee which would cause such Trustee to be treated as the owner of all or any portion of any of the trusts created herein for purposes of federal or state income, gift, estate, or inheritance tax laws, or cause any disclaimer of an interest or benefit hereunder to be disqualified under Code Section 2518. Notwithstanding the foregoing, this Section shall not apply during our joint lifetimes. Nor shall it apply to the Surviving Trustor with respect to the Surviving Trustor's contributive share of the Survivor's Trust or any portion of the Survivor's Trust which is subject to a general power of appointment by the Surviving Trustor. This Section shall also not apply to the Surviving Trustor with respect to Share Two of the Survivor's Trust, if any, as it relates to ownership of such share for income tax laws or for estate tax laws, if Share Two of the Survivor's Trust is qualified for the estate tax Marital Deduction and such deduction has been or will be elected and claimed on the federal estate tax return. Should our Trustee be prohibited from participating in the exercise of any power, duty, or discretionary authority, or should a power, duty, or discretionary authority granted to our Trustee be absolutely void as a result of the foregoing, then such power, duty, or discretionary authority may be exercised in accordance with the following paragraphs.

b. Exercise of Prohibited or Void Power by an Existing Independent Co-Trustee

In the event that the right to exercise or the exercise of any power, duty, or discretionary authority is prohibited or void as provided above, or is prohibited elsewhere in our Trust Agreement with respect to "incidents of ownership" of life insurance, or is prohibited elsewhere in our Trust Agreement with respect to "gifting powers", the remaining Co-Trustee, if any, shall have the right to exercise and may exercise said power, duty, or discretionary authority, provided the Co-Trustee is independent within the meaning set forth in Code Section 674(c).

c. Exercise of Prohibited or Void Power if No Existing Independent Co-Trustee

In the event there is no independent Co-Trustee capable of exercising any power, duty, or discretionary authority which is prohibited or void as provided above, the then acting Trustee shall have the power to appoint one or more Special Co-Trustees who are independent within the meaning set forth in Code Section 674(c).

d. Waiver of Bond

No bond shall be required of any Special Co-Trustee hereunder.

e. Limited Responsibilities of Special Co-Trustee

The responsibilities of the Special Co-Trustee shall be limited to the exercise of the power, duty, or discretionary authority prohibited or void as provided above,

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and said Special Co-Trustee shall not be concerned with, nor shall have, any authority with respect to any other aspects of administration of the Trust Estate.

Article Four

Trustors' Lifetime Rights

Section 1. Income and Principal

a. Right to Trust Income and Principal

During our joint lifetimes, our Trustee shall pay to, or apply for the benefit of, a Trustor, all or part of the income and principal of such Trustor's respective Contributive Share as such Trustor may direct.

b. Trustee Liability

Upon any distribution of the income or principal of a Trustor's Contributive Share of our Trust Estate authorized or directed by such Trustor, our Trustee shall incur no liability to the other Trustor in respect of such distribution; shall be under no obligation to seek the approval, verification or concurrence of the other Trustor to such distribution; and shall have no responsibility for the application of any distribution made in the name of a Trustor.

c. Accounting

Our Trustee shall retain reasonable records sufficient under the circumstances to enable tracing of the property of each Contributive Share.

Section 2. Trustors' Rights During Incapacity

a. Incapacitated Trustor's Intent to Return Home

Notwithstanding any other provision of our Trust Agreement, as a notification to any governmental benefits provider, if a Trustor becomes incapacitated it is nevertheless conclusively presumed that such Trustor intends to return home.

b. Income and Principal Distributions

Our Trustee, during any period of a Trustor's incapacity, shall pay to such Trustor's Personal Representative, or apply for such Trustor's benefit, as much of the net income and principal of such Trustor's Contributive Share as our Trustee, in our Trustee's discretion, shall deem necessary or advisable. Any undistributed net income shall be added to principal.

c. Income and Principal Distribution for Non-incapacitated Trustor

After making payments authorized under Section 2.b of this Article, during any period of such a Trustor's incapacity, our Trustee shall pay to, or apply for the benefit of, the other Trustor as much of the incapacitated Trustor's Contributive Share as our Trustee, in our Trustee's discretion, shall deem necessary or advisable, from time to time, for the other Trustor's health, education, maintenance or support, taking into consideration such Trustor's other income or resources. Any undistributed net income shall be added to principal.

Section 3. Right to Amend or Revoke Our Trust During Life and at Death

a. Power to Revoke and Amend While Both of Us Are Living

While both of us are alive, we may at any time or times amend any provision hereof or revoke our Trust in whole or in part, provided, however, that each of us shall only hold the powers to amend or revoke as to each Trustor's respective Contributive Share of our Trust Estate; and each Trustor shall have the power to partition our Trust into separate trusts consisting of each Trustor's respective Contributive Share.

b. Power to Revoke and Amend After Death of First Trustor

Upon the death of the first of us, the Family Trust and Share Two of the Survivor's Trust, and any subtrusts created under the Family Trust and Survivor's Trust Share Two shall become irrevocable and shall not be subject to amendment or revocation. The Surviving Trustor may at any time or times amend or revoke any provision of the Survivor's Trust, in whole or in part, as to the Surviving Trustor's Contributive Share of our Trust Estate and any portion of the Deceased Trustor's Contributive Share subject to a general power of appointment by the Surviving Trustor.

c. Method to Revoke or Amend During Life

Any allowable amendment or revocation of our Trust Agreement made during a Trustor's life shall be by a written instrument signed by the Trustor making the revocation or amendment and delivered to our Trustee. A copy of the instrument making the amendment or revocation as to a Trustor's Contributive Share shall also be delivered to the other Trustor.

d. Trustee Consent

Any exercise of a power of amendment substantially affecting the duties, rights and liabilities of our Trustee shall be effective upon our Trustee only if agreed to by our Trustee in writing.

e. Delivery of Property After Revocation

After any revocation with respect to a Trustor's Contributive Share, our Trustee shall promptly deliver the trust property to the Trustor or Trustors to the extent of each Trustor's Contributive Share of our Trust Estate.

f. Trustee's Retention of Assets Upon Revocation

In the event of a revocation of all or a part of a Trustor's respective Contributive Share, our Trustee shall be entitled to retain sufficient assets from such Trustor's Contributive Share to reasonably secure the payment of liabilities our Trustee has lawfully incurred in administering the revoking Trustor's Contributive Share of our Trust unless either of us indemnify our Trustee against loss or expense.

Section 4. Exercise of Trustors' Rights and Powers by Others

Any right or power, other than an amendment by will, or any right or power that would constitute a general power of appointment if held by an Attorney-in-Fact, that a Trustor could exercise under the terms of our Trust Agreement over such Trustor's respective Contributive Share may be exercised for and on behalf of such Trustor by any Attorney-in-Fact who, at the time of the exercise, is duly appointed and acting for such Trustor under a valid and enforceable power of attorney executed by that Trustor. Only if no such Attorney-in-Fact is then available may a Personal Representative appointed by a court of competent jurisdiction exercise such right or power.

Other than as provided in this Section 4, the powers of any Trustor under our Trust Agreement are personal to such Trustor and may not be exercised by any other person or entity.

Section 5. Property Held as Nominee

Subject at all times to the principle of our Trust Agreement that each Trustor's Contributive Share represents a segregated share of our Trust Estate, for administrative convenience it is contemplated that certain assets may be added to our Trust Estate from time to time with the possession and control thereof retained by or redelivered to us. Notwithstanding such control or redelivery, such assets shall be assets of our Trust Estate and held by us as the nominee of our Trustee. During the period such assets are in our possession, they shall be subject to the following terms and conditions:

- a. We may receive directly and devote to our own use and benefit any dividends, interest, income, or proceeds or distributions from or upon such assets and neither we nor our Trustee shall have any duty of accounting to the other or to any other person with regard thereto.
- b. Any sale, exchange or other transfer of such assets by us shall constitute a withdrawal of such assets from our Trust Estate and our Trustee shall have no

further interest therein or duties with regard thereto. Though not a condition precedent to any such withdrawal, we agree to notify our Trustee of all such withdrawals.

- c. We shall be responsible for reporting the income from such assets to the appropriate taxing authorities and our Trustee shall have no responsibility for including such income on any fiduciary returns prepared by our Trustee or for the preparation of any other government filing with respect thereto unless we duly notify our Trustee of such income items and a full and adequate accounting thereof is made and presented to our Trustee.
- d. We shall protect and indemnify our Trustee against all losses, liabilities and expenses that may result directly or indirectly from our use, possession, management or control of such assets.
- e. Upon the death or incapacity of either of us, our Trustee shall remain entitled to the possession thereof and shall continue to have all the rights, powers and duties with respect to such assets that are granted to our Trustee herein. Our Trustee is not responsible for assets held by us as nominee. However, it is also understood that our Trustee shall use any reasonable and prudent means to secure possession of any trust assets of which our Trustee has knowledge. Our Trustee shall have no duty, accountability or responsibility to us or to any other person with respect to any assets of which our Trustee has no knowledge or of which our Trustee is unable to obtain possession and control.

Section 6. Government Assistance and Medicaid Planning

a. General Planning Authority

If at any time during our joint lifetimes either or both of us become incapacitated, our Trustee shall have the power to deal with governmental agencies and to make applications for, receive and administer benefits on behalf of the Trustors, including but not limited to, Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other government resources and community support services available to the elderly or incapacitated. Our Trustee shall also cooperate in government assistance and Medicaid planning initiated by such incapacitated Trustor's Attorney-in-Fact appointed under a Durable Power of Attorney; or, if none, with any Personal Representative that may be appointed by a court of competent jurisdiction. Such planning shall include, but is not necessarily limited to, the power and authority to:

1. Transfer ownership of the assets of the Trust Estate from our Trust back to ownership in the name(s) of the contributing Trustor(s);

2. Make home improvements and additions to our family residence;
3. Pay off, partly or in full, the encumbrance, if any, on our family residence;
4. Purchase a family residence, if we do not own one;
5. Purchase a more expensive family residence;
6. Purchase an annuity under the guidelines provided by HCFA Transmittal No. 64 or any successor guidelines issued by the Health Care Financing Administration or similar government agency;
7. Make gifts as directed by the incapacitated Trustor's Attorney-in-Fact;
8. Make payments under any care contract negotiated by the incapacitated Trustor's Attorney-in-Fact; and
9. Make payments as generally suggested as part of a "spend-down" program by the incapacitated Trustor's Attorney-in-Fact.

In exercising the above powers, our Trustee shall take into consideration that our primary concern shall be for our mutual welfare and all government assistance and Medicaid Planning shall be of secondary importance to our welfare.

b. Creation of Community Spouse Resource Allowance Trust

If either of us makes an application for Medicaid (such Trustor hereinafter referred to as the "Institutionalized Trustor"), our Trustee may segregate, and thereafter hold and administer a separate trust hereunder for the use and benefit of the non-incapacitated Trustor (hereinafter referred to as the "Community Trustor"). Such trust shall consist of all assets of our Trust Estate that may be lawfully included within the "Community Spouse Resource Allowance" or similar allowance or deduction to which the Community Trustor is entitled under the provisions of the Medicaid program as administered by the applicable agency of our state of residency. Such separate trust shall be referred to as the "Community Spouse Resource Allowance Trust" (hereinafter referred to as the "CSRA Trust"). In determining the amount of our Trust Estate included in the CSRA Trust, our Trustee shall:

1. Ascertain from the government agency which administers Medicaid in our state of residency the standard value of the Community Spouse Resource Allowance; and

2. Determine whether the Community Trustor is entitled to have additional assets classified within the Community Spouse Resource Allowance for the purpose of providing additional income to the Community Trustor to make up any shortfall between the Community Trustor's actual income and the minimum income to which the Community Trustor may be entitled under the Medicaid program as administered by the applicable agency of our state of residency, sometimes referred to as the "Community Spouse Need Standard" (CSNS) or "Minimum Monthly Maintenance Needs Allowance" (MMMNA).

c. Administration and Distribution of CSRA Trust

All of the terms, conditions, and provisions of our Trust Agreement shall be applicable to the administration and distribution of the net income and principal of the CSRA Trust except as follows:

1. If the Institutionalized Trustor has not previously resigned as a Co-Trustee of our Trust, or has not previously been determined to be incapacitated and unable to perform the duties of a Co-Trustee, as set forth elsewhere in our Trust Agreement, upon making an application for Medicaid, the Institutionalized Trustor shall not serve as a Trustee or Co-Trustee over any trust established under our Trust Agreement. The Institutionalized Trustor shall have no power to amend or revoke our Trust, nor to remove or add trustees to serve under our Trust Agreement;
2. None of the net income or principal of the CSRA Trust shall be distributed to or for the benefit of the Institutionalized Trustor during the lifetime of the Community Trustor;
3. Should the Community Trustor predecease the Institutionalized Trustor, the undistributed net income and principal of the CSRA Trust shall be distributed to the person or persons who would have been entitled thereto had the Institutionalized Trustor predeceased the Community Trustor, unless the laws that at such time are applicable to the Medicaid program as administered by the applicable agency of our state of residency impose a legally enforceable lien or charge against such trust assets so that the Community Spouse may not lawfully direct that the same be distributed to others free and clear of such lien, or the provisions of such laws unconditionally require any distributees of the CSRA Trust pay them over in whole or in part as reimbursements to such state agency, in either of which events that portion of

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the undistributed net income and principal of the CSRA Trust required to satisfy the lien or relieve the distributees from such liability for payment of reimbursements shall be so applied, and the remainder, if any, of such undistributed net income and principal shall be distributed to the beneficiaries as hereinabove provided. For purposes of the distribution provisions under Articles Six through Twelve of our Trust Agreement, the allocation of assets from the Institutionalized Trustor's Contributive Share to the CSRA Trust shall not change the character of such assets.

Article Thirteen

Trustee Administration

Section 1. Required Vote for Co-Trustees

a. Trustors Serving as Co-Trustees

Unless otherwise provided in our Trust Agreement, if either one or both of us are serving as a Trustee under our Trust Agreement, one or either of us may make decisions and bind our Trust in the exercise of all powers and discretions granted to us as Trustees without the consent of any other Trustee. Any Trustor acting under this Section 1.a may only deal with the other Trustor's Contributive Share in a fiduciary capacity.

b. Unanimous Vote for Two Trustees

Other than as provided in Section 1.a of this Article, if only two Trustees are serving, they shall act unanimously in the exercise of all powers and discretions granted to them under our Trust Agreement.

c. Majority Vote for More Than Two Trustees

Other than as provided in Section 1.a of this Article, if more than two Trustees are serving under our Trust Agreement, they shall act by majority vote and any exercise of a power or discretion by a majority of the Trustees shall have the same effect as an exercise by all of them.

d. To Resolve Disputes

At any time when two named Co-Trustees or Successor Co-Trustees are acting together, they shall, in the event that irreconcilable differences arise between them in matters respecting the trust and it reasonably appears that they are or will be deadlocked, together appoint a third Co-Trustee to act. Such third Trustee may thereafter be removed by notice given jointly to such third Trustee by the two named Co-Trustees or Successor Co-Trustees then acting.

Section 2. Power to Delegate

Notwithstanding any other provision of our Trust Agreement, any one or more of the Co-Trustees serving under our Trust Agreement may from time to time delegate to another Co-Trustee or Co-Trustees routine acts of trust administration.

Section 3. No Bond Required

No Trustee specifically named under our Trust Agreement shall be required to post any bond for the faithful performance of such Trustee's responsibilities.

Section 4. Trustee Compensation

Other than when either of us is serving as Trustee, our Trustee shall be entitled to reasonable compensation for services rendered. Such compensation is payable without the need of a court order. In calculating the amount of compensation, customary charges for similar services in the same geographic area for the same time period shall be used as guidelines. Any corporate fiduciary shall be entitled to receive compensation for its services in accordance with its published fee schedule in effect from time to time and any trustee who is normally compensated on an hourly basis shall be so compensated.

Our Trustee shall also be entitled to reimbursement for reasonable costs and expenses incurred during the exercise of our Trustee's duties under our Trust Agreement.

Section 5. Change in Corporate Trustee

Any corporate successor to the trust business of any corporate trustee named under our Trust Agreement, or acting hereunder, shall succeed to the capacity of its predecessor without conveyance or transfer of trust property.

Section 6. Written Notice to Trustee

Until our Trustee receives written notice of any death or other event which triggers the right to payments from any trust or trust shares created under our Trust Agreement, our Trustee shall incur no liability for distributions made in good faith to persons whose interests may have been affected by such event.

Section 7. Duty to Account

Our Trustee shall render accounts, upon request, to the income beneficiaries under our Trust Agreement at least annually, at the termination of a trust created hereunder and upon a change in the Trustees in the manner required by law.

Section 8. No Court Supervision

No trust or trust share created under our Trust Agreement shall require the active supervision of any state or federal court.

Article Fourteen

Trustee Powers

Section 1. Powers

In addition to any power hereinafter specifically granted to our Trustee, it is our intention that our Trustee have the power respecting property in our Trust Estate that an absolute owner of such property would have. In accordance with such intention, any power our Trustee needs to administer our Trust Estate, which is not hereinafter listed, shall be considered as provided for herein. All powers shall be exercised only in a fiduciary capacity, and such powers may be exercised without the approval or supervision of any court. It is also our intention that the Uniform Prudent Investors Act and any similar enacted statute shall not apply to govern any of our Trustee's actions. The principles of the prudent person rule shall apply to govern the actions of our Trustees except that the Deceased Trustor hereby directs that its application be suspended as to the Surviving Trustor acting in such a capacity.

a. Retention of Property

Our Trustee shall have the power to retain any property received into our Trust at its inception, or later added to our Trust, without regard to whether our Trust investments are diversified, as long as our Trustee considers that retention is in the best interests of our Trust or is in furtherance of our goals in creating our Trust.

Subject to any power of the Surviving Trustor to require underproductive property to be made reasonably productive, our Trustee shall have the power to invest and reinvest in any property that may be considered by applicable state law to be underproductive or unproductive in nature and, specifically to be exempt from any minimum income requirements called for under local law.

b. Additions

Our Trustee shall have the power to receive additions to the assets of the various trusts created under our Trust Agreement from any source.

c. Business Participation

Our Trustee shall have, notwithstanding any overall effect on the fair market value of the property held in any trust or trust share, the power to form, terminate, continue or participate in the operation of any business enterprise including a corporation, a sole proprietorship, a general or limited partnership (as a general or limited partner) or a limited liability company (as a managing or nonmanaging member) and to effect any form of incorporation, dissolution, liquidation or reorganization, including, but not limited to, recapitalization and reallocation of

classes of shares or other changes in the form of the business enterprise or to lend money or make a capital contribution to any such business enterprise.

d. Make Investments

Our Trustee shall have the power to invest and reinvest the assets of our Trust as our Trustee may determine to be in the best interests of our Trust without limitation by any law applicable to investments by fiduciaries. The permitted investments and reinvestments may include securities such as common or preferred stock, mortgages, notes, subordinated debentures and warrants of any corporation, any common trust fund administered by a corporate fiduciary, other property, real or personal, including savings accounts and deposits, interests in mutual or money market funds or investment trusts, annuities and insurance whether or not such investments are unsecured or of a wasting nature. Any corporate trustee is authorized to invest in shares of an investment management company organized under the Investment Company Act of 1940 (commonly known as a mutual fund) for which the corporate trustee serves as an investment advisor, custodian, or in any other capacity, for remuneration.

(i) **To trade on margin:** Without restricting the Trustor(s) in any manner regarding power to invest and reinvest the assets of the Trust, the Successor Trustee(s) shall be empowered to maintain a margin account with a stock brokerage firm, to execute all documents necessary for the opening and maintenance thereof, to borrow money from a brokerage firm, to pledge securities owned by the Trust as collateral and to grant a security interest therein, and to permit the stock brokerage firm to re-lend these securities in the ordinary course of its business.

Yes No Initials: Sc / DC

(ii) **To trade options:** Without restricting the Trustor(s) in any manner regarding power to invest and reinvest the assets of the Trust, the Successor Trustee(s) shall be empowered to maintain a stock and index option account with a stock brokerage firm, to execute all documents necessary for the opening and maintenance thereof, and to buy, sell and otherwise trade stock and index options, including puts and calls, whether or not covered by the underlying securities held in the brokerage account.

Yes No Initials: Sc / DC

e. Life Insurance

Our Trustee shall have the power to obtain, by purchase or by gift or by conversion, reissue, consolidation or by any other means, and hold as an asset of our Trust, policies of insurance on either or both of our lives or the life of any other beneficiary of our Trust. Our Trustee is authorized and empowered to exercise, either before or after our death, all of the rights, options, elections or

privileges exercisable in connection with such policies. These rights and options shall include, but not be limited to, incapacity benefits, the right to borrow money with which to pay premiums (or other charges) on any policy owned by our Trust (including any automatic premium loan feature) or for any other trust purpose, the right to elect among settlement options offered by the insurance company that issued such policy, the right to convert such policy to paid-up insurance, extended term insurance or to any different form of insurance, and the right to arrange for the automatic application of dividends in reduction of premium payments (or other charges) with regard to any policy of insurance held in our Trust Estate. Regarding any such policies:

1. We represent that any policies of life insurance currently transferred into our Trust, or that will be transferred to our Trust hereinafter or purchased at our direction, have been selected (or will be selected) solely by us based on our study and evaluation of (a) the sufficiency of the policy to meet the goals of our Trust, (b) whether or not available policy elections should be made, and (c) the current and projected financial strength and viability of the company issuing the policy.
2. Our Trustee has made no representations to us concerning these policies and none of our study and evaluation of the policy or policies has been based on any representation by our Trustee. Furthermore, our Trustee is under no obligation to examine such policies upon receipt or to make subsequent or periodic evaluations of same. The obligations to examine and evaluate shall remain exclusively with us.
3. In the event that we or any beneficiary hereunder shall at any time (1) question the sufficiency of any life insurance policy, (2) determine that available policy elections should be made, or (3) question the continued financial strength or viability of the carrier, it shall be their absolute obligation to inform our Trustee of those facts in writing. Our Trustee shall be indemnified and held harmless for any actions taken or not taken pertaining to any such policies held by our Trust.

f. Dealing With Property

Our Trustee shall have the power to acquire, grant, hold in a safe deposit box or dispose of real or personal property of all kinds, for cash or on credit, at public or private sale, upon such terms and conditions as our Trustee may deem advisable, and to manage, develop, improve, exchange, partition, change the character of, or abandon property, or any interest therein, or otherwise deal with real or personal property including, but not limited to, the placing or releasing of liens and encumbrances on real or personal property.

g. Borrowing Authority

Our Trustee shall have the power to borrow funds from any person, including our Trustee; to guarantee indebtedness or indemnify others in the name of our Trust and to secure any such obligation by mortgage (including, but not limited to reverse mortgages), pledge, security interest or other encumbrance; and to renew, extend or modify any such obligation for a term within or extending beyond the administration of the term of our Trust. No lender shall be bound to see to, or be liable for, the application of the proceeds of any obligation and our Trustee shall not be personally liable for any obligation unless such Trustee and the lender so agree in writing.

h. Leasing Authority

Our Trustee shall have the power, with respect to real or personal property, to make, renew or amend for any purpose a lease, as lessor or lessee, for a term within or beyond the term of our Trust with or without option to purchase.

i. Natural Resources

Our Trustee shall have the power to enter into any arrangement or agreement, including a lease, pooling or unitization agreement for exploration, development, operation, conservation and removal of minerals or other natural resources.

j. Voting Rights

Our Trustee shall have the power to vote a security in person or by general or limited proxy; to participate in or consent to any voting trust, reorganization, dissolution, liquidation or other action affecting any securities; and to deposit securities with, and transfer title to, a protective or other committee.

k. Title to Assets

Our Trustee shall have the power to hold securities and other property whether real or personal and whether or not in negotiable form or in the name of a nominee (including "street name" of a broker) or by deposit to a clearing corporation, with or without disclosure of the Trustee relationship, but our Trustee shall be responsible for the acts of any nominee in the scope of the nominee's authorized actions with respect to such property or clearing corporation in connection with the property.

l. Insurance

Our Trustee shall have the power to insure the assets of our Trust against any risk, and our Trustee against liability, with respect to third persons.

m. Settlement of Disputes

Our Trustee shall have the power to pay or contest any debt or claim; to compromise, release and adjust any debt or claim; and to submit any matter to arbitration.

n. Payment of Expenses

Our Trustee shall have the power to pay any taxes, assessments, reasonable compensation of our Trustee and other expenses incurred in the collection, management, care, protection and conservation of our Trust Estate.

o. Principal and Income

Our Trustee shall have the power to allocate receipts or expenditures to either income or principal and to create reserves out of income as our Trustee, in our Trustee's discretion, deems appropriate and our Trustee's decision, made in good faith with respect thereto, shall be binding and conclusive on all persons. This power of allocation shall also apply to income during administration of our Trust after the death of the first of us. Income during administration after the death of the first of us is currently distributable.

Notwithstanding the preceding sentence, if any trust (or a share thereunder) is the beneficiary of a Retirement Account, income earned after the participant's death in the account shall be income of such trust or share, and if our Trustee is required to pay all of the trust income to a beneficiary, our Trustee shall collect and pay the income of the account to the beneficiary at least quarterly. To the extent that all of the income cannot be collected from the account, the deficiency shall be paid from the principal of such trust or share. Income during administration after our death is currently distributable.

p. Distribution of Trust Property

Our Trustee shall have the power to make any distribution or payment in kind or in cash, or partly in kind and partly in cash, and to cause any share to be composed of cash, property or undivided interests in property different in kind from any other share, either pro rata or non pro rata, without regard to differences in the tax basis of such property and without the requirement of making any adjustment of the shares by reason of any action taken pursuant hereto.

Other than as would cause a Marital or Charitable Deduction to fail, or cause an S election to terminate, any division, allocation, apportionment or valuation of trust property in order to pay expenses or taxes or to distribute the assets to or among any of the trusts, shares or beneficiaries shall be made by our Trustee, and the good faith determination of our Trustee shall be binding and conclusive on all parties. In order to maximize the benefits of our Unused Generation Skipping Tax Exemption Equivalent, our Trustee may consider the inclusion ratio of any Trust,

share or subshare when making any distribution, division, allocation or apportionment under our Trust Agreement.

q. Litigation

Our Trustee shall have the power to prosecute or defend actions, suits, claims or proceedings for the protection or benefit of our Trust and our Trustee in the performance of our Trustee's duties.

r. Employment of Agents

Our Trustee shall have the power to employ agents, including attorneys, accountants, investment advisors, custodians, appraisers or others, including any firm of which our Trustee is a member, to advise or assist our Trustee, to delegate to them fiduciary powers and to indemnify them against liability for positions taken in good faith and with reasonable basis.

s. Corporate Fiduciary

If any stock of a corporate trustee that is our Trustee, or of any affiliate or successor of such Trustee, shall be included in the assets of our Trust, our Trustee shall have full authority, in our Trustee's discretion, and notwithstanding any regulation or rule of law to the contrary, to retain the stock and any increases resulting from stock dividends and stock splits and from the exercise of purchase rights and the purchase of fractional shares needed to round out fractional share holdings that may arise concerning the stock. Our Trustee shall vote such stock either directly or by proxy. However, to the extent our Trustee is prohibited by law from voting such stock, our Trustee shall vote in accordance with the written instructions of a majority of the then living beneficiaries then entitled to current distributions of income, or their Personal Representatives. In the event no instruction is given, our Trustee is authorized to vote the stock in the best interests of the beneficiaries in view of the purposes for which our Trust was created.

t. Investment Transactions

With regard to record keeping for investment transactions, our Trustee need not provide copies of confirmations or similar notifications each time a trade or investment transaction occurs, but investment transactions shall be set forth in our Trustee's periodic accounting.

u. Repairs and Improvements

Our Trustee shall have the power to make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, and to raze existing or erect new party walls or buildings or other structures.

v. Business Personnel

Our Trustee shall have the power to elect or employ directors, officers, employees, partners or agents of any business and to compensate such persons, whether or not any such person is a Trustee, director, officer, partner or agent of our Trustee or a beneficiary of our Trust.

w. Farm or Ranch Property

With respect to farm or ranch property, our Trustee shall have all necessary powers to participate in and operate any farming (including tree farming) or ranch operation personally or with hired labor, tenants or sharecroppers, to lease any farm for cash or a share of crops under a lease that permits or precludes the material participation of our Trustee to fertilize and improve the soil; to employ conservation practices; to participate in government programs; and to perform any other acts deemed by our Trustee necessary or desirable to operate the property. In making a decision whether to materially participate in farming or ranch operations, our Trustee shall consider whether an election should be made or has been made under Code Section 2032A to qualify for special farm-use valuation.

x. Ancillary Fiduciaries

If, for any reason, our Trustee deems it advantageous to act through an ancillary fiduciary, our Trustee may designate an ancillary Trustee qualified to serve in the jurisdiction where such ancillary fiduciary is to act and may delegate to such ancillary fiduciary such of the powers granted under our Trust Agreement as our Trustee deems advisable without being chargeable with loss, if any, arising out of such designation or delegation. Our Trustee may specify whether any corporate fiduciary, or any person or persons acting in an ancillary capacity hereunder, shall serve with or without bond. Except as may be otherwise specifically provided, no such ancillary fiduciary need comply with the provisions of any Uniform Trustee's Accounting Act, the Uniform Trust Act or similar acts in force in any state where the fiduciary may be acting.

y. Retention of Closely Held Interest

Our Trustee shall have the power to retain any real estate interests, closely held securities or affiliated companies or business interests, and to sell or dispose of such interests only after careful consideration and after determining that sale or disposition is under the existing circumstances in the best interests of our Trust or its beneficiaries.

z. S Corporations

If at any time our Trust holds any stock in an S corporation, or if our Trustee deems a Subchapter S election advisable for any corporation the stock of which is held in our Trust, our Trustee shall take all of the necessary actions as necessary to

continue such election in effect and, in preserving such election may segregate the S corporation stock, or other corporation stock for which a Subchapter S election is to be made, from the other assets of our Trust, and in our Trustee's discretion, and otherwise consistent with the terms of our Trust to the greatest extent possible, may form new trusts and may amend the terms of our Trust Agreement as would be necessary to establish Qualified Subchapter S Trusts to hold the said S corporation stock and assets in compliance with Code Sections 1361(b) and 1361(d)(3), or to qualify the share of our Trust which holds such shares as an Electing Small Business Trust.

aa. Exercise of Authority

Except as otherwise provided in our Trust Agreement, our Trustee shall have the power to do all acts that might legally be done by an individual in absolute ownership and control of property.

bb. Power to Divide or Combine Trusts

Our Trustee shall have the power to divide a single trust or share thereof into separate divisions, each to be administered in accordance with the terms and conditions of the single trust, from which they were created (or in accordance with such terms and conditions as they may be affected by our Trustee's power to comply with S Corporation requirements) when our Trustee, in our Trustee's discretion, determines that division is desirable or advisable in view of tax considerations, including considerations related to income tax, gift tax, inheritance tax or generation skipping transfer tax or other objectives of the trusts and their beneficiaries.

Our Trustee shall not be required to make a physical segregation or division of the various trust subdivisions created under our Trust Agreement except as segregation or division may be required by reason of the termination and distribution of any of the trust subdivisions, but our Trustee shall keep separate accounts and records for different undivided interests.

Our Trustee, in our Trustee's discretion, shall have the further power to combine two or more trusts or trust subdivisions having substantially the same terms into a single trust for purposes of administration when tax or other factors indicate that such combination would be desirable or advisable.

In deciding whether to combine trusts or trust subdivisions, our Trustee shall consider the generation skipping "inclusion ratio" of the trusts or trust subdivisions to be combined. Trusts or trust subdivisions having the same inclusion ratios may be combined. Trusts or trust subdivisions having different inclusion ratios should generally not be combined unless their inclusion ratios are maintained unchanged through substantially separate and independent shares of different beneficiaries within the meaning of Code Section 2654(b) and the applicable regulations thereunder.

Specifically, unless there is a Personal Representative, our Trustee has the authority to allocate any portion of our respective exemptions under Code Section 2631(a) to property as to which we are the respective transferor, including any property transferred by us during our lifetime as to which we did not make an allocation prior to our death. Our Trustee also has the authority to make the special election under Code Section 2652(a)(3). If Code Section 2631(a) or 2652(a)(3) is not interpreted as to allow a Trustee to exercise such election, then a Personal Representative shall be appointed and is authorized to allocate our respective exemptions and to exercise the said special election.

If our Trustee considers that any distribution from a trust or trust subdivision hereunder, other than pursuant to a power to withdraw or appoint, is a taxable distribution subject to the federal Generation Skipping Transfer Tax payable by the distributee, our Trustee may increase the distribution by an amount that our Trustee would estimate to be sufficient to pay that tax and any additional tax thereon, and shall charge the same against the trust or trust subdivision to which the tax relates.

If our Trustee considers that any termination of an interest in our Trust or a trust subdivision hereunder is a taxable termination subject to the federal Generation Skipping Transfer Tax, our Trustee may pay that tax from the portion of the property to which the tax relates without any adjustment of the relative interests of the beneficiaries.

cc. Termination of Small Trust

If at any time after the death of either or both of us the costs of administration of our Trust (or any share thereof) are of such an amount in relation to the then principal and undistributed income of our Trust (or any share thereof) that our Trustee, in our Trustee's discretion, determines that our purposes in establishing our Trust (or any share thereof) would no longer be served, and if our Trustee deems it advisable to distribute the then principal and undistributed income of our Trust (or any share thereof) to the then living beneficiary or beneficiaries and to thereby cause termination of such trust or share, our Trustee (other than either of us and any then current beneficiary of our Trust) may do so without responsibility on the part of our Trustee. If no such Trustee is then serving, then any Trustee may direct that an Independent Trustee, to serve only for the purpose of determining the advisability of termination and administering the termination process, be appointed pursuant to the Trustee succession provisions of Article Three that would apply if no Trustee were then serving; provided, however, that any Trustee who is also such a beneficiary may not otherwise participate in the appointment process.

dd. Power to Subject Trust Property to Probate

It is our intention to avoid probate through the use of our Trust. If, however, our Trustee and Personal Representative mutually determine that it shall be in the best

interests of the beneficiaries of our Trust, and the beneficial interests of the beneficiaries is not thereby altered, our Trustee may subject any asset to probate to accomplish a result unavailable without probate. This power shall be strictly construed and shall only be used to secure any tax or other benefit otherwise unavailable to our Trust. Accordingly, other than a distribution that would cause a Marital or Charitable Deduction to fail, our Trustee, in our Trustee's discretion, may accomplish this objective by distributing such property to a Deceased Trustor's estate.

ee. Power to Change Situs

Our Trustee shall have the power, exercisable by written instrument signed and acknowledged by our Trustee, to change the situs of any trust or trust share held by our Trustee; and, in conjunction with any such change and without any need to obtain the approval of any court, to elect that such trust or trust share shall be subject to the jurisdiction of the new situs. In addition, our Trustee may move the assets of such trust or trust share to the location of the new situs. The meaning and effect of the provisions of our Trust Agreement shall be construed in accordance with the laws of the governing state identified in Section 13 of Article Fifteen, and each trust or trust share shall be administered in accordance with the laws of the applicable situs. In no event, however, may this power be exercised in a manner that would cause the denial of Marital Deduction qualification for any portion of our Trust Estate, or that would prevent a trust or trust share from qualifying as a permitted shareholder of S corporation stock for federal income tax purposes.

ff. Release of Trustee Powers

Each Trustee who determines it to be in the best interest of any beneficiary may, at any time, by instrument executed with all the formalities of a deed and delivered personally or sent by certified mail to another then acting Trustee, if any, or to some beneficiary of the affected Trust or Trusts, release and relinquish or disclaim upon any terms, either in whole or in part, temporarily or permanently, revocably or irrevocably, with or without binding successors, any one or more of the powers, rights, authorities, and discretions conferred upon such Trustee by any provision or provisions of our Trust Agreement or generally pursuant to law, which release and relinquishment or disclaimer shall be binding on all affected beneficiaries. If the release and relinquishment or disclaimer of a power, right, authority, or discretion is made by less than all of the Trustees upon whom it is conferred, such power, right, authority, or discretion shall continue to be exercisable in full by the Trustee or Trustees (other than any successor Trustees on whom it is, by its terms, binding) who have not thus released and relinquished or disclaimed it.

gg. Power to Disclaim Retirement Benefits or Other Income In Respect of Decedent ("IRD")

If the Deceased Trustor is survived by the Surviving Trustor and if our Trustee (other than the Surviving Trustor) determines in our Trustee's discretion, that it is in the best interests of any beneficiary of our Trust or any subdivision thereof, our Trustee may disclaim all or any right to receive any Retirement Benefits or other IRD. If our Trustee so disclaims, such disclaimed Retirement Benefits or other IRD shall pass outright to the Surviving Trustor. If the Surviving Trustor is the only Trustee at the relevant time, the Surviving Trustor may direct that an Independent Trustee be appointed pursuant to the Trustee succession provisions of Article Three that would apply as if no Trustee were then serving, provided, however, that the Surviving Trustor may not otherwise participate in the appointment process.

hh. Make Loans

Our Trustee shall have the power to lend money to the Personal Representative, Executor, or Administrator of either Trustor's estate, or to any beneficiary under our Trust (including the Trustors), or to a trust for the benefit of any such beneficiary; as may be agreed upon between our Trustee and such parties, provided, however, that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

ii. Deal With Other Trusts

Our Trustee shall have the power to deal with the Trustee or other fiduciary or fiduciaries of any other trust or estate, even though our Trustee may also be a fiduciary of the other trust or estate. Our Trustee shall also have the power to advance cash or other assets to any trust or estate of which our Trust is a beneficiary, in an amount equal to all or any portion of any expense, debt and other charges, and estate, inheritance, succession, transfer and other death taxes which are attributable to our Trust's share of such other trust or estate.

jj. Pay Death and Generation-Skipping Taxes of Beneficiaries

Upon the death of any beneficiary other than the Trustors, any estate, inheritance, succession, or other death taxes (including any generation-skipping transfer taxes), duties, charges, or assessments, together with interest, penalties, costs, Trustee's compensation and attorneys' fees, which shall become due by reason of our Trust Estate or any interest therein being includible for such tax purposes, may be paid by our Trustee from the Trust Estate (other than Share Two of the Survivor's Trust), unless other adequate provision shall have been made therefor. Any such payments shall be charged to the principal of the share of our Trust Estate or the separate trust so included. If our Trustee considers that any distribution from a trust hereunder, other than pursuant to a power to withdraw or appoint, is a taxable distribution subject to a generation-skipping transfer tax

payable by the distributee, our Trustee shall augment the distribution by an amount which our Trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates. If our Trustee considers that any termination of any interest in or power over trust property hereunder is a taxable termination subject to a generation-skipping transfer tax, our Trustee shall pay the tax from the trust property to which the tax relates, with adjustment of the relative interests of the beneficiaries. If the tax is imposed in part by reason of trust property hereunder and in part by reason of other property, our Trustee shall pay that portion thereof which the value of the trust property bears to the total property taxed, taking into consideration deductions, exemptions and other factors which our Trustee deems pertinent. Our Trustee may make any such payments directly, or to a Personal Representative or other fiduciary, and our Trustee may rely upon a written statement of such fiduciary as to the amount and propriety of such taxes, interest, penalties and other costs, and shall be under no duty to see to the application of any funds so paid.

kk. Permit Beneficiaries to Use or Reside Upon Trust Assets

Our Trustee may permit any beneficiary to reside upon or occupy any real property in our Trust Estate or use any personal property in the Trust Estate, upon such terms, provisions and conditions as our Trustee determines. Notwithstanding the above, to the extent that any other provision of our Trust Agreement grants any person a right to reside upon Trust Estate property, that other provision shall take precedence and its terms and conditions shall prevail.

Section 2. Gifts by Trustee

a. General Gift Authority

Our Trustee is authorized to make gifts, grants, or other transfers without consideration, either outright or in trust, for any legitimate estate planning purpose, including qualifying either or both Trustors for Medicaid or other government benefits, to or for our benefit, our descendants, or charitable organizations (including, without limitation, any Private Charitable Foundation, Charitable Remainder Trust, or Charitable Lead Trust established by the Trustors, as well as any public charity). Such gifts may include the forgiveness of indebtedness, the completion of any charitable pledges we have made, and the direct payment of tuition and medical care for the benefit of any such persons pursuant to the provisions of Internal Revenue Code Section 2503(e). Such gifts may be made in cash, in kind, or partly in each on a pro rata or non-pro rata basis. If any gifts are made to any individuals, then such gifts shall be made equally to all descendants of the same generation, unless we have not provided for any such person in our Living Trust or Will, or have made a bequest to such person of \$5,000.00 or less. For example, if a gift is made to our child or grandchild, as the case may be, then a similar gift or gifts of the same amount must be made to each of our then living children or grandchildren, as the case may be, except for any

such child or grandchild for whom we have not provided in our Living Trust or Will, or to whom we have made a bequest of \$5,000.00 or less.

b. Deathbed Gifts

1. Circumstances for Making and Amount of Deathbed Gifts

Without limiting our Trustee's authority to make gifts under paragraph a. immediately preceding, if our Trustee determines that (a) either or both Trustors are terminally ill and it is unlikely that one or both will live, and (b) our estates are or may be subject to death taxes, then our Trustee, in our Trustee's sole discretion, may make gifts up to the full amount of the federal gift tax annual exclusion amount under Internal Revenue Code Section 2503(b) or successor statute, taking into account, if we are married, the amount that may be given by either of us from our separate property, if any, if the spouse of the donor is willing and able to sign a consent to split the gift pursuant to Section 2513 of the Internal Revenue Code (hereinafter referred to as "deathbed gifts").

2. Permissible Donees

Our Trustee is authorized to make deathbed gifts to the following individuals: (i) First, to our then living children, except any child for whom we have not provided, or to whom we have made a bequest of \$5,000.00 or less, in our Living Trust or Will; provided, however, that if sufficient funds or suitable assets are not available to make the full amount of such gifts to all of our said children, then the funds or assets that are available shall be apportioned equally among said children; (ii) Second, if there are sufficient funds or suitable assets remaining after making the foregoing gifts to our then living children, then out of the remaining funds or assets, gifts shall be made to the then living children of our said children (i.e., our grandchildren), in equal shares, per capita and not by right of representation; provided, however, that if sufficient funds or suitable assets are not available to make the full amount of such gifts to all of such grandchildren, then the funds or assets that are available shall be apportioned equally among said grandchildren.

3. Completion of Deathbed Gifts Prior to Trustor's Death

We request that our Trustee take all action reasonably necessary to insure that the deathbed gifts authorized hereunder are completed for federal gift tax purposes prior to either or both of our deaths, including making gifts by wire transfer, electronic funds transfer, or other method that is reasonably calculated to complete such gifts

prior to such death(s). If one or both of us is in an irreversible coma or vegetative state and the life of either or both of us is being prolonged solely by artificial means under circumstances where the timing of death may be subject to the control of our Health Care Agent, the Conservator of our persons, or other legal representative, then we request that our Trustee hereunder confer with such Health Care Agent, Conservator, or legal representative concerning the timing of such gifts in relation to the timing of either or both of our deaths .

4. Effect on Testamentary Plan

It is our desire that our Trustee make such deathbed gifts in order to save Death Taxes even if doing so is inconsistent with our testamentary plan, except that anyone for whom we have not provided in our Living Trust or Will, or to whom I have made a bequest of \$5,000.00 or less, shall be excluded for such gifting. For example, if our Wills or our Trust Agreement provides for distribution of our estate to our children in equal shares upon our death, it is our desire that our Trustee include our grandchildren in such deathbed gifts if Death Taxes could thereby be reduced, even if the effect would be to reduce the amounts passing to our children at our death or shift the total amount passing to each line of descent.

c. Limitation on Gifts to Trustee

Notwithstanding the provisions of subsections a. and b. above, any gifts our Trustee is authorized to make to himself or herself, or for his or her benefit, either directly or indirectly, including the discharge of his or her legal obligations, shall be limited to the greater of (1) five thousand dollars (\$5,000), or (2) five percent (5%) of the donor Trustor's contributive share during any calendar year, which power shall be non-cumulative and shall lapse at the end of each calendar year; provided, however, that gifts to the Trustee may exceed such limitation if any one of the following conditions is met: (1) we have named herein a "Special Co-Trustee" under Article Three of our Trust Agreement for this purpose only and such Co-Trustee consents in writing to the gift to such Trustee, (2) our then living adult children (other than the Trustee) unanimously consent in writing to the gift to such Trustee, or (3) court approval of the gift to the Trustee is obtained on petition by the Trustee or any other interested person pursuant to state law.

d. Income Tax Effects

In making gifts hereunder, our Trustee may, but shall not be required to, consider the income tax effects of making a gift of any asset the income tax basis of which differs from the fair market value, including the possibility of a step-up in basis at our deaths pursuant to Internal Revenue Code Section 1014. In that regard, our

Trustee shall have the sole discretion to determine whether the estate tax savings of making such gifts outweighs the income tax consequences.

c. Gifts are Discretionary

Our Trustee shall have the sole discretion to determine whether and to what extent to make gifts hereunder; provided, however, that, except as otherwise provided above in subsection b., it is our desire that the donees of each generation be treated equally. Nothing stated herein shall be construed to require our Trustee to make any such gifts and our Trustee shall not be liable to any person for failing to make any gifts authorized hereunder, or for the manner in which such gifts are made, except for his or her bad faith, willful misconduct, or gross negligence, including without limitation the death tax or income tax consequences to our estates, beneficiaries, or heirs at law. Our Trustee shall be held free and harmless from any such liability, loss, cost, or expense, including reasonable attorneys' fees, arising from our Trustee's acts or omissions in connection with making any gifts under the provisions of our Trust Agreement.

f. Payments to or for Benefit of Minors

If a gift is made hereunder to any person who is under the age of twenty-one (21), and if no trust is established for such person, such person's gift may, in the discretion of our Trustee, be distributed to an adult member of such person's family (to be selected by the Trustee) as custodian until such age as our Trustee determines (but not to exceed the age of 21), under the Uniform Transfers to Minors Act.

g. Consent to Split Gifts

Our Trustee is authorized to consent to split gifts made by either of us (if we are married at such time) under Section 2513 of the Internal Revenue Code or successor statute, and similar provisions of any state or local gift tax.

Section 3. Trustee Environmental Powers

a. Trustee Authorized to Inspect Property Prior to Acceptance

1. Actions at Expense of Trust Estate

Prior to acceptance of the position of Trustee by any proposed or designated Trustee (and prior to acceptance of any asset by any proposed, designated, or acting Trustee), such Trustee or proposed or designated Trustee shall have the right to take the following actions at the expense of the Trust Estate:

i. Enter Property

To enter and inspect any existing or proposed asset of our Trust (or of any partnership, limited liability company, or corporation in which our Trust holds an interest) for the purpose of determining the existence, location, nature, and magnitude of any past or present release or threatened release of any hazardous substance; and

ii. Review Records

To review our records and those of the currently acting Trustee (or of any partnership, limited liability company, or corporation in which the Trust holds an interest) for the purpose of determining compliance with environmental laws and regulations, including those records relating to permits, licenses, notices, reporting requirements, and governmental monitoring of hazardous waste.

iii. Rights Equivalent to Partner, Member, or Shareholder

The right of the proposed, designated, or acting Trustee to enter and inspect assets and records of a partnership, limited liability company, or corporation under this provision is equivalent to the right under state law of a partner, member, or shareholder to inspect assets and records under similar circumstances.

iv. Right to Still Refuse Acceptance of Trusteeship

Acts performed by the proposed or designated Trustee under this provision shall not constitute acceptance of our Trust.

v. Right to Accept Trusteeship Over Other Assets Only

If an asset of our Trust is discovered upon environmental audit by the acting Trustee or any proposed or designated Trustee to be contaminated with hazardous waste or otherwise not in compliance with environmental law or regulation, our Trustee may decline to act as Trustee solely as to such asset, and accept the Trusteeship as to all other assets of the trust. Our Trustee, in his or her discretion, may petition a court to appoint a receiver or Special Trustee to hold and manage the rejected asset, pending its final disposition.

vi. Right to Reject Asset

Any currently acting Trustee shall have the right to reject any asset proposed to be transferred to such Trustee.

b. Termination, Bifurcation or Modification of Trust Due to Environmental Liability

1. Trustee's Powers over Hazardous Waste Property

If our Trust Estate holds one or more assets, the nature, condition, or operation of which is likely to give rise to liability under, or is an actual or threatened violation of any federal, state, or local environmental law or regulation, our Trustee may take one or more of the following actions, if our Trustee, in our Trustee's discretion, determines that such action is in the best interests of our Trust and its beneficiaries:

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i. Modify Trust

Modification of trust provisions, upon court approval, granting our Trustee such additional powers as are required to protect our Trust and its beneficiaries from liability or damage relating to actual or threatened violation of any federal, state, or local environmental law or regulations, with it being the Trustors' desire that our Trustee keep in mind the Trustors' dispositive wishes expressed elsewhere in our Trust and that our Trustee consider and weigh any potentially negative federal and state income, gift, estate, or inheritance tax consequences to our Trustee, our Trust and its beneficiaries;

ii. Bifurcate Trust

Bifurcation of our Trust to separate said asset from other assets of the Trust Estate;

iii. Appoint a Special Trustee

Appointment of a Special Trustee to administer said asset; and/or

iv. Abandon Property

Abandonment of such asset.

2. Terminate Trust or Distribute Other Assets

With court approval, our Trustee may terminate our Trust or partially or totally distribute our Trust Estate to beneficiaries.

3. Broad Discretion

It is our intent that our Trustee shall have the widest discretion in the identification of and response to administration problems connected to potential environmental law liability to our Trust Estate and our Trustee, in order to protect the interests of our Trust, our Trustee and the beneficiaries of the Trust.

4. Trustee's Powers Relating to Environmental Laws

Our Trustee shall have the power to take, on behalf of our Trust, any action necessary to prevent, abate, avoid, or otherwise remedy any actual or threatened violation of any federal, state, or local environmental law or regulation, or any condition which may

reasonably give rise to liability under any federal, state, or local environmental law or regulation, including, but not limited to, investigations, audits, and actions falling within the definition of "response" as defined in 42 U.S.C. § 9601(25), or any successor statute, relating to any asset, which is or has been held by our Trustee as part of our Trust Estate.

c. Indemnification of Trustee from Trust Assets for Environmental Expenses

1. Indemnification and Reimbursement for Good Faith Actions

Our Trustee shall be indemnified and reimbursed from our Trust Estate for any liabilities, loss, damages, penalties, costs, or expenses arising out of or relating to federal, state, or local environmental laws or regulations (hereinafter "environmental expenses"), except those resulting from our Trustee's intentional wrongdoing, bad faith, or reckless disregard of his or her fiduciary obligation.

i. Environmental Expenses Defined

Environmental expenses shall include, but are not limited to: (1) Costs of investigation, removal, remediation, response, or other clean-up costs of contamination by hazardous substances, as defined under any environmental law or regulation; (2) Legal fees and costs arising from any judicial, investigative, or administrative proceeding relating to any environmental law or regulation; (3) Civil or criminal fees, fines, or penalties incurred under any environmental law or regulation; and (4) Fees and costs payable to environmental consultants, engineers, or other experts, including legal counsel, relating to any environmental law or regulation.

2. Properties and Businesses Covered

This right to indemnification or reimbursement shall extend to environmental expenses relating to: (1) Any real property or business enterprise, which is or has been at any time owned or operated by the Trustee as part of the Trust Estate; and (2) Any real property or business enterprise, which is or has been at any time owned or operated by a corporation, limited liability company, or partnership, in which the Trustee holds or has held at any time an ownership or management interest as part of the Trust Estate.

3. Right to Pay Expenses Directly from Trust

Our Trustee shall have the right to reimbursement for incurred environmental expenses without the prior requirement of expenditure of the Trustee's own funds in payment of such environmental expenses, and the right to pay environmental expenses directly from Trust assets.

4. Right to Lien Trust Assets

Our Trustee shall have a primary lien against assets of the trust for reimbursement of environmental expenses, which are not paid directly from Trust assets.

5. Exoneration of Trustee for Good Faith Acts Relating to Environmental Law

Our Trustee shall not be liable to any beneficiary of our Trust or to any other party for any good faith action or inaction, relating to any environmental law or regulation, or for the payment of any environmental expense (as defined above); provided, however, that our Trustee shall be liable for any such action, inaction, or payment which is a breach of trust and is committed in bad faith or with reckless or intentional disregard of his or her fiduciary obligations.

6. Allocation of Environmental Expenses and Receipts Between Principal and Income

Our Trustee may, in our Trustee's discretion, allocate between income and principal of our Trust Estate environmental expenses (as defined above) and reimbursements or other funds received from third parties relating to environmental expenses. In making such allocation, our Trustee shall consider the effect of such allocation upon income available for distribution, the value of Trust principal, and the income tax treatment of such expenses and receipts. Our Trustee may, in our Trustee's discretion, create a reserve for the payment of anticipated environmental expenses.

Article Fifteen

General Provisions

Section 1. Spendthrift Protection

Neither the principal nor the income of any trust created or contained under our Trust Agreement shall be liable for the debts of a beneficiary nor shall the same be subject to seizure by any creditor of any beneficiary under any lien or proceeding at law or equity. Except to the extent otherwise expressly provided in our Trust Agreement, no beneficiary shall have the authority or power to sell, assign, transfer, encumber or in any manner to dispose of a beneficial interest, whether income or principal. The limitations herein shall not restrict the exercise of any power of appointment or the right to disclaim by any beneficiary.

In addition, except as to any trust or trust share intended to qualify for the Marital Deduction, or as would cause the termination of an S election, and subject to the provisions of Section 2 of this Article, if our Trustee, at a time that any distribution to any beneficiary is directed to be made under the provisions of our Trust Agreement, in such Trustee's sole discretion, determines that reliance on government benefits, illness, substance dependency, bankruptcy, litigation or any factor tending to diminish the ability of a beneficiary to fully benefit from a distribution or to handle financial affairs exists, our Trustee may withhold any such directed distribution and may extend the term of our Trust as to any portion of our Trust Estate otherwise allotted for any so affected beneficiary. Thereafter, our Trustee may continue to distribute income or principal to such beneficiary as our Trustee may determine in our Trustee's sole discretion. If our Trustee withholds distributions to prevent a loss of, or ineligibility for, government benefits, the Special Needs Provisions of this Article Fifteen shall apply to such trust property.

Section 2. The Rule Against Perpetuities

Notwithstanding any other provision of our Trust Agreement, unless sooner terminated or vested in accordance with other provisions of our Trust Agreement, all interests in a Contributive Share not otherwise vested, including, but not limited to, all trusts and powers of appointment created hereunder, shall terminate: (i) one day prior to twenty-one (21) years after the death of the last survivor of the group composed of us, those beneficiaries described herein and each Trustor's linal descendants living on the date of the death, or (ii) if longer, such period as may be authorized under the laws of the state identified in the Governing State Law Section of this Article. At that time, distribution of all principal and all accrued, accumulated and undistributed income of such Contributive Share shall be made to the persons (or their representatives as authorized herein) then entitled to distributions of income or principal and in the manner and proportions herein stated irrespective of their then attained ages.

Section 3. Incapacity and Competency

A person shall be considered incapacitated in the event such person has been determined to be so by a court of competent jurisdiction; has been certified by two licensed physicians to be unable to properly handle his or her own affairs by reason of physical illness or mental illness; otherwise is unable freely to communicate for a period of 90 days; or if a trustee is prevented by state law from exercising a power or powers granted to such trustee under this Trust Agreement. To the extent a trustee is prevented by state law from exercising a power or powers granted to such trustee under this Trust Agreement, the Successor Trustee shall have the power to exercise such power or powers, provided such power is not a general power of appointment if held by a Successor Trustee. If a Successor Trustee is prevented from exercising a power or powers because such power or powers would constitute a general power of attorney, the trustee shall appoint an independent trustee, as defined in Code section 672(c), to exercise such denied power or powers. A person shall be considered to have regained capacity, as applicable, upon such a determination by a court of competent jurisdiction, upon certification by two licensed physicians that the person is able to properly handle his or her own affairs, is able to freely communicate, or if any state law proscription as to the exercise of a power or powers is removed. The term "incapacity" is intended to be interchangeable with the terms "disability" and "incompetency". The term "competent" in our Trust Agreement refers to a person who is not incapacitated. Notwithstanding the preceding provisions of this Section, for purposes of administration under Articles Six, Ten and Eleven of our Trust Agreement, the term "incapacitated" also refers to any beneficiary receiving or eligible to receive government benefits.

Section 4. Income and Principal Payments

Other than as directed in the Special Needs Provisions of this Article, all payments of income or principal shall be made in such of the following ways as our Trustee determines appropriate:

- a. To each respective beneficiary in person upon his or her personal receipt;
- b. Deposited in any bank to the credit of such beneficiary in any account carried in his or her name or jointly with another or others;
- c. To the parent or legal representative of the beneficiary;
- d. To a Custodian under a Uniform Transfers to Minors Act or Uniform Gifts to Minors Act selected by our Trustee for such period of time under applicable law as our Trustee determines appropriate;
- e. To some near relative, friend or institution having primary responsibility for the care and custody of the beneficiary;
- f. By our Trustee using such payment directly for the benefit of such beneficiary; or
- g. To the Trustee of any revocable trust of which the beneficiary is the Trustor.

Section 5. Limit on Trustee's Discretion

Notwithstanding any other provision in our Trust Agreement, other than a Trustor with respect to the Trustor's own Contributive Share and other than a Surviving Trustor with respect to a Survivor's Trust, no individual Trustee who is also a beneficiary hereunder ("Trustee-beneficiary") shall have any right, power, duty or discretion concerning our Trust Estate if such right, power, duty or discretion conferred upon such Trustee-beneficiary under our Trust Agreement would constitute a general power of appointment under Code Section 2041 or 2514 that would cause any assets of our Trust Estate to be included in the estate of such Trustee-beneficiary. Any such right, power, duty or discretion with such effect shall be null and void with respect to such Trustee-beneficiary. No Trustee who is under a legal obligation to any beneficiary of our Trust Agreement or other person shall under any circumstances partake in any decisions relating to any discretionary distributions of income or principal of our Trust Estate that can be used to discharge any such legal obligation of such Trustee.

If however, such powers may be possessed without violating the restrictions imposed by this Section 5 by either our Trustee jointly with an Independent Trustee, or by an Independent Trustee alone, then our Trustee may appoint an Independent Trustee who may possess those powers and authorities without violating this Section. Such an Independent Trustee shall act jointly with our Trustee whenever the joint possession of a power or authority would not violate the restrictions imposed by this Section. Such an Independent Trustee shall act alone whenever only sole possession of a power or authority would not violate the restrictions imposed by this Section.

Section 6. No-Contest Clause

Each gift, bequest and devise in this Trust is made upon the condition precedent that the devisees or beneficiaries under this Trust will not contest the validity or oppose it, and the acquiescence of any legatee or beneficiary to the validity of this Trust is a material condition of the gift, bequest or devise. I hereby revoke and annul the gift, benefit, bequest, or devise of a legatee or beneficiary who shall oppose it or contest its validity, or if any guardian or next friend opposes it or contests its validity on behalf of a legatee or beneficiary, the gift, benefit, bequest, or devise to such legatee or beneficiary shall be revoked and annulled, and the gift, benefit, bequest, or devise shall go to the residuary beneficiaries of this Trust (other than such contesting beneficiary) in the same proportion as the other property received under the residuary clause of this Trust; and if all the residuary beneficiaries join in such contest or proceedings, then such benefits shall go to the persons (other than the persons making such contest) who are nearest related to me by blood.

If any person or entity, other than either of us, singularly or in conjunction with any other person or entity, directly or indirectly, in any court, contests the validity of our Trust Agreement, including any amendments thereto, then the right of that person or entity to take any interest in our Trust Estate or to act in any fiduciary capacity shall cease, and the demise of that person (and his or her descendants) or entity shall be deemed to have occurred prior to that of either or both of us, as applicable.

Section 7. Disclaimer by Beneficiary

Any beneficiary under our Trust Agreement shall be entitled to disclaim all or any portion of such beneficiary's interest in our Trust.

Section 8. Captions

The captions of Articles, Sections and Paragraphs used in our Trust Agreement are for convenience of reference only and shall have no significance in the construction or interpretation of our Trust Agreement.

Section 9. Severability

Should any of the provisions of our Trust Agreement be for any reason declared invalid, such invalidity shall not affect any of the other provisions of our Trust Agreement, and all invalid provisions shall be wholly disregarded in interpreting our Trust Agreement.

Section 10. Statutory References

Unless the context clearly requires another construction, each statutory reference in our Trust Agreement shall be construed to refer to the statutory section mentioned, related successor sections, and corresponding provisions of any subsequent law, including all amendments.

Section 11. Survivorship

a. Simultaneous Deaths

For purposes of our Trust Agreement, if we die under circumstances in which the order of our deaths cannot be established, the Trustor with the smaller Taxable Estate shall be deemed to have survived the Trustor with the larger Taxable Estate. If both of our Taxable Estates are equal, the Husband Trustor shall be deemed to be the survivor.

If any beneficiary under our Trust Agreement and either or both Trustors die under circumstances in which the order of deaths cannot be established, the Trustors or Trustor shall be deemed to have survived the beneficiary, and our Trust Agreement shall be construed accordingly.

b. Generation Skipping Transfer Tax Matters

A person (the "Non-Skip Person") shall not be deemed to have been alive on the date of the death of any person upon whose death a transfer is deemed to occur for Generation Skipping Transfer Tax purposes or the date of any distribution from or any termination of any interest in any trust or share under our Trust Agreement for

which the date of the Non-Skip Person's death is relevant ("the Transfer Date") if: (a) the Non-Skip Person is actually alive on the Transfer Date; (b) the Non-Skip Person is not actually alive on the date ninety (90) days following the Transfer Date; and (c) the existence of such a condition of survivorship causes another person who would otherwise be assigned to a generation below that of the Non-Skip Person to be assigned to the generation of the Non-Skip Person for Generation Skipping Transfer Tax purposes.

Section 12. Gender and Number

In our Trust Agreement, where appropriate, except where the context otherwise requires, the singular includes the plural and vice versa, and words of any gender shall not be limited to that gender.

Section 13. Governing State Law

Our Trust Agreement and the trusts created under it shall be construed, regulated and governed by and in accordance with the laws of the State of Missouri.

Section 14. Reliance on Certificate of Trust

Any person may act in reliance upon a properly issued certificate of trust reflecting the relevant terms of our Trust Agreement without risk or incurring any liability to the Trustors, Trustees or beneficiaries of our Trust.

Section 15. Definitions

The following terms as used in our Trust Agreement are defined as indicated:

a. Beneficiary Designation

The term "Beneficiary Designation" means any document executed by a Trustor that affects the manner of payment of amounts held in a plan (of whatever type) subject to the distribution rules of section 401(a)(9) of the Code or any commercial annuity or any similar deferred payment arrangement.

b. Child, Children, Issue and Descendants

The terms "child" or "children" mean lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated; provided, however, that if a person has been adopted, that person shall be considered a child of such adopting parent or parents, and such adopted child and his or her issue shall be considered issue of the adopting parent or parents and of anyone who is by blood or adoption

an ancestor of the adopting parent or either of the adopting parents. The terms "child," "children," "issue," "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the appropriate degree of the ancestor designated even though such descendant is born after the death of a parent. Notwithstanding the preceding provisions of this section 15.b, the terms of Article One may exclude certain descendants from being treated as such hereunder by restricting the availability of Trust benefits.

c. Code

The term "Code" means the Internal Revenue Code of 1986, as amended from time to time. The terms "Income in Respect of a Decedent", "Gross Estate", "Taxable Estate", "Applicable Credit Amount", "State Death Tax Credit", "Credit for Prior Transfers", "Marital Deduction", "Exclusion", "Disclaimer" and any other terms that, from the context in which they are used, refer to the Code shall have the same meaning as such terms have for the purposes of applying the Code to our Trust Agreement.

d. Contributive Share

Contributive Share shall refer to property transferred to our Trust Estate by a Trustor during life or at death.

e. Deceased Trustor

The term "Deceased Trustor" means a Trustor who has died.

f. Death Taxes

The term "Death Taxes" means all inheritance, estate, succession and other similar taxes that are payable by any person on account of that person's interest in the estate of the decedent or by reason of the decedent's death, including penalties and interest but excluding the following:

1. Any additional tax that may be assessed under Internal Revenue Code Section 2032A and 2057; and
2. Any federal or state tax imposed on a generation skipping transfer, as that term is defined in the federal tax laws, unless that Generation Skipping Transfer Tax is payable directly out of the assets of a trust created by our Trust Agreement.

g. Education

The term "education" shall be given broad interpretation and may include but not be limited to:

1. High School

Education at public or private elementary or high schools, including boarding schools.

2. College

Undergraduate and graduate study in any and all fields whatsoever, whether of a professional character in colleges or other institutions of higher learning.

3. Specialized Training

Specialized formal or informal training in music, the stage, handicrafts, the arts, or vocational or trade schools, whether by private instruction or otherwise.

4. Other Educational Activities

Any other activity including foreign or domestic travel that shall tend to develop fully the talents and potentialities of each beneficiary regardless of age.

h. Heirs at Law

References to someone's "heirs at law" mean individuals who are living at the event when property is directed to be distributed to them. Those individuals' identities and the shares of the distributable property that they each receive shall be determined under the intestacy laws of the State of Missouri which then govern the distribution of the personal property of a resident dying then, without creditors, owning only the distributable assets.

i. Independent Trustee

The term "Independent Trustee" means a Trustee who is an independent person who, within the meaning of Code section 672(c), is not related or subordinate to any beneficiary of our Trust.

j. Personal Representative

The term "Personal Representative" means trustee, executor, executrix, administrator, administratrix, conservator, guardian, custodian or any other type of personal representation.

k. Per Stirpes

In every case in which a disposition of an interest is to be made to the issue of a person "per stirpes," it is intended that such disposition shall be made in accordance with the principle of representation. This principle in relation to our

Trust Agreement means that whenever property is to be distributed to the issue of a person, such property shall be divided into as many shares as there are, at the time of disposition, living issue in the nearest degree of kinship to such person and then deceased issue in the same degree who left issue who are then living; each then living issue in the nearest degree receiving one share, and the share of each then deceased issue in the same degree being divided among his or her issue in the same manner.

l. Surviving Trustor

The term "Surviving Trustor" means a Trustor who survives a Deceased Trustor.

m. Trust Estate

The term "Trust Estate" means all of the property, real and personal, intangible and tangible, that has been transferred to our Trustee, whether or not listed on any Schedules.

n. Trustee's Discretion

The term "discretion" with regard to a Trustee means such Trustee's sole but reasonable judgment. In exercising any discretionary power with respect to our Trust, our Trustee shall at all times act in accordance with fiduciary principles and shall act reasonably under the circumstances and not in bad faith or in disregard of the purposes of our Trust.

o. Trustor

The term "Trustor" shall be interchangeable with the terms "settlor", "grantor", "donor" or other similar terms.

p. Unused Generation Skipping Tax Exemption Equivalent

The term "Unused Generation Skipping Tax Exemption Equivalent" means the Generation Skipping Transfer Tax Exemption provided in section 2631 of the Code in effect at the time of death of a Trustor, reduced by the aggregate of (1) the amount, if any, of such exemption allocated by such Trustor or by operation of law to such Trustor's lifetime transfers and (2) the amount, if any, such Trustor or such Trustor's Personal Representative or Trustee has specifically allocated to property, other than property to which such exemption is directed to be allocated by any applicable provision of our Trust Agreement.

For purposes of our Trust Agreement, if at the time of death of a Trustor such Trustor has made lifetime transfers of property to which an inclusion ratio of greater than zero would be applicable and for which the gift tax return due date has not expired (including extensions) and a return has not yet been filed, it shall be deemed that the generation skipping transfer exemption has been allocated to

such transfers to the extent necessary and possible to exempt such transfers from Generation Skipping Transfer Tax.

q. Unused Applicable Credit Equivalent

The term "Unused Applicable Credit Equivalent" means that value of a Deceased Trustor's taxable estate determined without regard to the Marital Deduction that can be transferred at death without causing any federal estate tax liability because of:

1. Any available Applicable Credit Amount (Unified Credit),
2. The Credit for State Death Tax to the extent it does not increase the amount of death taxes payable to any state,
3. The Credit for Prior Transfers,
4. Allowable Exclusion or Exemptions from the Taxable Estate,

and that is in excess of the net value of all property includable in the taxable estate of a Deceased Trustor that does not qualify for the marital deduction or any other deduction; whether that value passes outside of our Trust (by way of joint tenancy, life insurance contract, Beneficiary Designation, will or otherwise) or under other provisions of our Trust.

Section 16. Special Needs Provisions

a. Overall Limitation on Distribution

It is our intention that the assets of our Trust Estate supplement but not supplant, impair or diminish any then existing forms of support or benefit which the beneficiary is receiving or becomes eligible to receive. For purposes of this Section, the term "support" refers to food, clothing or shelter. The terms of our Trust Agreement shall be read and interpreted to prevent any action by our Trustee which would supplant, impair, diminish or otherwise interfere with, limit or reduce the beneficiary's receipt of, or eligibility for any form of government or private benefits. Any power of distribution (whether or not exercised), granted our Trustee pursuant to the terms of our Trust Agreement, that would result in the loss, diminishment or ineligibility for government or private benefits, is hereby revoked; and, only such powers as will not result in ineligibility for such benefits, or loss, diminishment or impairment, thereof, shall remain exercisable by our Trustee.

b. Special Needs

For purposes of our Trust Agreement, the term "Special Needs" refers to supplemental, non-support expenditures from our Trust's assets that, pursuant to the other provisions of this Section, our Trustee is authorized to disburse, in our Trustee's sole and absolute discretion. Special Needs, subject to the general supplemental, non-support limitation, include, but are not limited to, medical, dental, diagnostic or therapeutic treatment, or nursing or home care services for which the beneficiary is not receiving government or private benefits, and is not eligible to receive such benefits. Special Needs also includes the differential between any treatment, service or care that the beneficiary is receiving from any government or private source and the level of treatment, service or care our Trustee deems appropriate for the beneficiary. Disbursements for education, travel (including travel by those our Trustee believes the companionship of which will benefit the beneficiary), entertainment devices or events and electronic devices are also to be considered Special Needs.

c. Distribution of Income or Principal

1. Distributions for Special Needs

Subject to the preceding provisions of this Section, that prohibit our Trustee from making any distribution which would supplant, impair or diminish government or private benefits, or cause the beneficiary to be ineligible for such benefits, as determined in our Trustee's sole and absolute discretion, our Trustee may distribute such amounts of income or principal for the Special Needs of the beneficiary. Our Trustee may act arbitrarily and without regard to any statutes or other rules of law in refusing to disburse trust assets. No distributions may be made to the beneficiary. Any distributions made shall be made to the goods or services provider.

2. Accumulated Income

Any income not distributed shall be accumulated and added to principal.

3. Resources of the Beneficiary

Our Trustee, in exercising discretion under this Section, shall consider all income or resources available to the beneficiary. The beneficiary has no rights to any distributions under our Trust.

4. Treatment of Any Residence Held by Our Trust

Our Trustee may charge the beneficiary rental on any residence owned by our Trust. Our Trustee must charge rent if the failure to

do so would impair, diminish, or cause ineligibility for, any government or private benefits.

5. Rights of Creditors and Others

Our Trust assets are not intended to be used for the support of the beneficiary, but are only intended to supplement, in our Trustee's sole and absolute discretion, resources, income or government or private assistance available to the beneficiary. No part of our Trust Estate, neither principal nor income, shall be subject to anticipation or assignment by the beneficiary, nor be subject to attachment by any creditor of the beneficiary, governmental agencies or any other individual or entity; including any who may have provided goods or services to the beneficiary.

6. Power to Terminate the Beneficiary's Share of Our Trust

If our Trustee deems it necessary to terminate the beneficiary's share of our Trust to avoid impairing or diminishing the beneficiary's receipt of government or private benefits, or becoming ineligible for such benefits, our Trustee, in our Trustee's sole and absolute discretion, shall terminate the beneficiary's share of our Trust. If our Trustee terminates the beneficiary's share of our Trust, the assets of the beneficiary's share of our Trust shall be held, administered and distributed pursuant to the following provisions of this Article as though the beneficiary had died. We request, but do not require, that the remainder beneficiaries consider the purposes of our Trust in expending the property they receive.

7. Distributions on Death of Beneficiary

Unless provided otherwise under the provisions of preceding Articles, if such beneficiary should die while our Trustee still holds trust assets for such beneficiary's benefit, such beneficiary's share of our Trust shall lapse and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes.

If such beneficiary has no then living descendants, our Trustee shall distribute such beneficiary's trust share to such beneficiary's siblings, per stirpes. If such beneficiary has no then living siblings, our Trustee shall distribute such beneficiary's trust share to our then living descendants, per stirpes.

If we have no then living descendants, our Trustee shall distribute the balance of the beneficiary's share of our Trust as provided in Article Twelve of our Trust Agreement.

Subject to the other provisions of this Section, our Trustee may pay for the expenses of the beneficiary's last illness and funeral.

Section 17. [Reserved]

Section 18. Use of Family Residence

Notwithstanding anything to the contrary hereinabove, from and after the death of the Deceased Trustor, the Surviving Trustor, at the Surviving Trustor's election, shall have the right to possess and occupy during his or her life the real property in the Trust Estate that the Surviving Trustor and the Deceased Trustor were using for their principal residence without any obligation upon the Surviving Trustor to pay rent. While the Surviving Trustor shall possess and occupy said residence, the Surviving Trustor shall manage, care for and protect it.

Our Trustee shall pay a portion (set forth below) of any mortgage or trust deed payments (both principal and interest), any property taxes, assessments, insurance, maintenance and repairs on all such property, or any rent or lease payments, out of principal and/or income of the Family Trust and Share Two of the Survivor's Trust, if any such share exists. The portion of such payments and expenses paid by our Trustee shall be an amount that is or was proportionate to the respective interests in such property held by the Family Trust and Share Two of the Survivor's Trust. The remaining portion of such payments and expenses shall be paid by the Surviving Trustor personally or, pursuant to his or her instruction, shall be paid from the Survivor's Trust.

Our Trustee may exchange said residence for other residential property or sell said residence only with the consent of the Surviving Trustor, if competent to give such consent, or if the Surviving Trustor is not competent to give such consent, with the consent of the Surviving Trustor's Attorney in Fact, and, if the Surviving Trustor or the Surviving Trustor's Attorney in Fact, as the case may be, so requests, use the funds of the Trust Estate to purchase, rent or lease other residential property selected by the Surviving Trustor or the Surviving Trustor's Attorney in Fact, as the case may be. Any sale or purchase may be solely for cash or partly for cash and partly on credit, and at such price and upon such terms as shall be mutually agreed upon by our Trustee and the Surviving Trustor. The purchase price for other such residential property, or the value of the other such residential property which is rented or leased, however, shall not exceed the selling price, less selling expenses, of the property sold, unless the Surviving Trustor shall contribute the amount of such excess, as determined by our Trustee, either by paying or by agreement to exonerate or indemnify the Trust Estate against any liability for the amount of such excess. The Surviving Trustor shall not be obligated to give security for his or her liability under such agreement of exoneration or indemnification. In the event that our Trustee sells any such residence and the Surviving Trustor does not request the purchase, rental or lease of another residence, our Trustee shall invest and reinvest the proceeds of any such sale or distribute the same in accordance with the other provisions herein. The right, title and interest of the Surviving Trustor and of our Trustee in any other residential property acquired under the provisions of this paragraph shall be proportionate to their respective contributions to the purchase price. The right, title and interest of the Trust Estate in any other residential property received in exchange or by purchase, shall be subject to all the terms and conditions of this Section, including the

provisions hereof relating to possession and occupancy, sale or exchange, and the acquisition of other residential property in the place thereof. If any such residence possessed or occupied by the Surviving Trustor is located on realty used for commercial or farming purposes, this Section shall apply only with respect to the residential structures thereon, along with the land on which they stand and the land reasonably necessary for the exercise of the right of ingress thereto and egress therefrom, and our Trustee in our Trustee's discretion may continue to use the balance of the real property for commercial or farming purposes.

If the Surviving Trustor is acting as Trustee hereof at the time our Trustee is called upon to exercise any of his or her powers, duties, or discretionary authority set forth above in this Section, then such powers, duties and discretionary authority may be limited as set forth in the Section hereof entitled "Special Co-Trustee Provisions". This Section shall also apply to the principal residence of the Trustors, or either of them, in the event both Trustors are living but neither is acting as Trustee, in which case the Trustor (or Trustors) residing on the premises shall be treated as the "Surviving Trustor" for purposes of the foregoing and references to the "Survivor's" and "Family" Trusts shall be irrelevant.

Section 19. Provisions Respecting Retirement Assets

a. Explanation of this Section

It is our intent, and the sole purpose of the following provisions, to insure, that the beneficiaries of our Trust who are considered under the Minimum Required Distribution rules, be identifiable individuals and that they be treated as Designated Beneficiaries under such rules, so that the life expectancies of the beneficiaries may be used to calculate the minimum distributions required under the Code. This Section shall be interpreted with this intent and purpose being paramount to any other direction in it.

b. Definitions

As used in this instrument, the following terms, whether or not capitalized, have the following meanings, unless the context very clearly indicates otherwise.

1. Retirement Plan

The term "Retirement Plan" means an annuity, employee pension plan, a qualified or nonqualified plan of deferred compensation, an individual retirement account or individual retirement annuity ("IRA"), or similar arrangement. The term includes any plan or arrangement described in Code Sections 401(a), 403, or 408(a), (b) or (k). The term "Retirement Plan Proceeds" or "Retirement Plan Death Benefits" means proceeds receivable by any beneficiary (including a fiduciary) under a Retirement Plan upon or following the death of the participant.

2. Eligible Retirement Plan

The term "Eligible Retirement Plan" has the meaning given under Code Section 402(c)(8)(B), and generally means any Retirement Plan that is eligible to receive a tax-free rollover.

3. Participant or Employee

The term "Participant" as used in this Section includes any individual who has contributed to, directly or indirectly (through contribution by an employer on the employee's behalf), any Retirement Plan as defined above, including the owner of an IRA or Roth IRA. The term "Employee" shall have the same meaning as the term Participant and the term "Employee's Benefit" shall include benefits under any Retirement Plan, including an IRA or Roth IRA.

4. Required Beginning Date

The term "Required Beginning Date" (or "RBD") will have the meaning given by Code Section 401(a)(9) and the Treasury Regulations under it. The RBD generally refers to the April 1 following the calendar year in which the Participant attains age 70½, except that with regard to a qualified plan, if the participant is not a 5-percent owner (as defined in Code Section 416) the RBD may be the April 1 following the calendar year in which Participant retires, if later.

5. Applicable Date

The term "Applicable Date" as used in this Section means the RBD, or the date of the Participant's death, if sooner.

6. Minimum Required Distribution Rules

The "Minimum Required Distribution Rules" (or "MRD Rules") are the rules described in Code Section 401(a)(9) and Sections 408(a)(6) or (b)(3) (or anywhere else Section 401(a)(9) is made applicable by cross-reference), as the case may be.

7. Designated Beneficiaries

A "Designated Beneficiary" means an identifiable individual who is entitled to a portion of a Retirement Plan Death Benefit, contingent on the Participant's death or another specified event, but in any case is to be given the meaning used in the Treasury Regulations under Code Section 401(a)(9), as then in effect. To the extent members of a class of beneficiaries capable of expansion or contraction can be treated as being identifiable under the Proposed Treasury

Regulations because of the possibility at the Applicable Date of identifying the class member with the shortest life expectancy, such class of beneficiaries shall be treated as a Designated Beneficiary, even though members of the class may be unborn at that time.

8. Contingent Beneficiaries

A "Contingent Beneficiary," for purposes of this Section only, is a Designated Beneficiary who is entitled to a portion of a Retirement Plan Death Benefit, contingent on a specified event, other than the Participant's death (e.g., death of another beneficiary).

9. Retirement Account Trustee

The term "Retirement Account Trustee" as used in a beneficiary form or other document designating the beneficiary of a Retirement Plan shall be interpreted to mean our Trustee of our Trust Agreement.

c. Trustee May Be Named As Death Beneficiary of Retirement Plan

Our Trustee may be named as the Designated Beneficiary of Retirement Plan Death Benefits. If so, our Trustee will be treated as owning the right to receive distributions from the Retirement Plan, as fully as any other person or individual who was named as Designated Beneficiary, except that such ownership shall be in a fiduciary capacity. Such interest (i.e., the right to receive distributions from the Retirement Plan) will be treated as an asset of our Trust, and will be subject generally to the same provisions applicable to other trust assets. The death of a beneficiary of the trust will not terminate the interest that our Trust has in a Retirement Plan.

d. Agreement to Provide Copies of All Amendments to Trust

We agree with the plan administrator, plan trustee, IRA sponsor, trustee, or custodian, as the case may be, to whom a copy of our Trust Agreement is delivered, that if our Trust Agreement is amended at any time in the future, we will, within a reasonable time, provide to the plan trustee, administrator, or to the IRA sponsor, custodian, or trustee, as the case may be, a copy of each such amendment.

e. Method of Distribution under Retirement Plans

To the extent our Trustee has an interest in a Retirement Plan, our Trustee shall have the power to determine the form and manner of distribution from such Retirement Plan, provided, however, that the Trustee of Share Two of the Survivor's Trust must elect a form, time and manner of payment that assures that the Surviving Trustor will have a qualifying income interest for life in Share Two

of the Survivor's Trust, or the Retirement Plan, or both, with respect to such interest.

f. Rollovers and Transfers

Our Trustee will have the unrestricted power to transfer or rollover any interest in a Retirement Plan to any other Eligible Retirement Plan or Plans, in order to effectuate the requirements of this Section, or as our Trustee may otherwise determine to be in the best interest of the beneficiaries, provided that in such case our Trustee shall continue as the holder of the interest, to the same extent as before.

g. Coordination With Minimum Required Distribution Rules

If our Trustee is named as the beneficiary of Retirement Plan Death Benefits that are subject to the MRD Rules, and if, under the circumstances existing on the Applicable Date, or at the time of such designation, if later, the Retirement Plan Death Benefits or the right to receive the Retirement Plan Death Benefits are or may be payable to our Trustee, then the beneficiaries of our Trust are intended to be Designated Beneficiaries under the MRD Rules, and the following rules shall apply:

1. Retirement Plan Death Benefits to be Held in Retirement Plan Subtrusts

Retirement Plan Death Benefits and their proceeds will be held in Retirement Plan Subtrusts and will not be commingled with other property. Except as otherwise provided in this Section, each Retirement Plan Subtrust shall have the same terms and provisions that would otherwise have applied to it, determined as if the preceding sentence did not apply.

2. Use of Retirement Plan Death Benefits

Except as otherwise specifically provided to the contrary in the paragraph immediately below, but notwithstanding anything else herein to the contrary, Retirement Plan Death Benefits shall be used entirely and exclusively for the benefit of the "Designated Beneficiaries" who are living at the Participant's date of death.

3. Unborn Beneficiaries

Notwithstanding the immediately preceding paragraph, in the event all of the primary Designated Beneficiaries of a particular Subtrust who were living at the Participant's date of death have died, our Trustee shall make distributions to beneficiaries who would otherwise benefit under the Subtrust, but only in the manner and to

the extent consistent with our intent and the purpose for this Section as set forth in paragraph a. of this Section.

4. Trustee Required to Distribute During Life Expectancy of Beneficiary

Unless the law applicable to MRDs from qualified plans and IRAs, interpreted in accordance with our intent and the purpose for the Section as set forth in Subsection a. above, clearly allows for a less rapid distribution from the trust, all Retirement Plan benefits received by the trust must be distributed to one or more Designated Beneficiary of the trust before the expiration of the life expectancy of the youngest Designated Beneficiary of the trust to which this rule is applied, unless the beneficiary dies prior to the expiration of such life expectancy, taking into account only beneficiaries alive at the Applicable Time.

h. Retirement Benefits Cannot be Used to Pay Debts or Expenses

So long as an individual Designated Beneficiary of the applicable Subtrust is living, and notwithstanding the rules otherwise applicable to apportionment, abatement and the payment of debts and expenses, Retirement Plan Death Benefits will not be used to pay debts or expenses.

i. Retirement Benefits Generally Cannot Be Used to Pay Taxes

1. General Rule

Notwithstanding anything else outside of this Subsection to the contrary, the rules otherwise applicable to apportionment and abatement of death taxes are hereby expressly limited to provide that the Retirement Plan benefits themselves will not be used to pay any death taxes. However, in that case, the death taxes attributable and proportionate to such Retirement Plan Death Benefits, to the extent otherwise apportionable under this instrument, shall, in our Trustee's discretion, be paid from funds provided by such beneficiary or charged against other property or trust distributions receivable by the beneficiary as a result of our death (provided that such other property is not otherwise eligible for the Marital Deduction).

2. Special Rule

Notwithstanding the immediately preceding paragraph, if it is clear under the statutes, rulings, regulations, and other circumstances existing at date of death (or under a Private Letter Ruling obtained by our Trustee regarding this issue), that the beneficiary may be charged with, or that Retirement Plan Death Benefits may be used to

pay, death taxes that are directly attributable and proportionate to the estate tax value of such Retirement Plan Death Benefits, without causing a beneficiary of the trust interest who would otherwise be a Designated Beneficiary to be treated as other than a Designated Beneficiary, then, in that case, the beneficiary may be charged with, or Retirement Plan Death Benefits may be used to pay death taxes that are directly attributable and proportionate to the estate tax value of such Retirement Plan Death Benefits, to the extent such taxes are otherwise apportionable to such property under otherwise applicable law and this instrument.

j. Allocation of Retirement Account / Retirement Benefits

1. Explanation of this Subsection

Using the formula provisions under Section 1 of Article Seven as amended hereunder, it is our desire to allocate the greatest amount possible of the Deceased Trustor's Contributive Share to the Family Trust; while at the same time avoiding or minimizing the acceleration of income tax on any Retirement Plan Proceeds or Retirement Plan Death Benefits which are under the control of our Trustee.

2. Order of Allocation Between Non-Retirement and Retirement Assets

In furtherance of such purpose, after the death of the first of us, our Trustee, using the formula provisions under Section 1 of Article Seven, shall allocate all assets of the Deceased Trustor's Contributive Share which are not properly characterized as Retirement Plan Proceeds or Retirement Plan Death Benefits, until such trust is fully funded. To the extent the Family Trust is not fully funded with such assets using the formula provisions under Section 1 of Article Seven, our Trustee shall next allocate the smallest fractional share of any Retirement Plan Proceeds or Retirement Plan Death Benefits under the control of our Trustee to the Family Trust necessary to fully fund the Family Trust (which fraction, depending on the circumstances, may result in some, all or none of any Retirement Plan Proceeds or Retirement Plan Death Benefits being allocated to the Family Trust). Any Retirement Plan Proceeds or Retirement Plan Death Benefits not allocated to the Family Trust shall, subject to the provisions of paragraph 3. immediately below, be distributed to the Surviving Trustor, outright and free of trust. If the Surviving Trustor disclaims this outright distribution, any Retirement Assets not needed to fully fund the Family Trust shall be allocated to the Survivor's Trust.

3. Exceptions to the Above Allocation Instructions

Notwithstanding the above, should any Retirement Plan Proceeds or Retirement Plan Death Benefits come under the control of our Trustee of which the beneficiary designation requires allocation to the Family Trust or the Survivor's Trust, our Trustee shall disregard the allocation instructions above and allocate such Retirement Plan Proceeds or Retirement Plan Death Benefits to such trust specifically designated as beneficiary. Furthermore, should our Trustee determine, after seeking competent legal and tax advice at the time any Retirement Plan Proceeds or Retirement Plan Death Benefits come under his or her control, that the allocation of such assets as instructed under this Subsection will hinder our intent as expressed in Subsection a. above, then such allocation instructions shall be disregarded.

k. Special Provisions Regarding the Allocation of Community Property

Notwithstanding the foregoing, the Surviving Trustor shall have the right, in a fiduciary capacity, to direct and compel the allocation of any property in the trust or in the Deceased Trustor's Probate Estate, in which the Surviving Trustor has an interest, directly to himself or herself, as part of an equal non-pro rata division of the community property estate (see PLRs 199912040 and 199925033). The Surviving Trustor has the right to receive outright and free of trust all retirement benefits so allocated.

l. No Power of Appointment Over Retirement Plan Benefits

Except as provided below in this Section, but notwithstanding anything else to the contrary, no one (other than the Deceased Trustor with respect to his or her share of the trust) will have any power of appointment over any Retirement Plan Death Benefits held in trust, except that the Surviving Trustor shall have all such demand rights over income that are otherwise provided herein, in cases where the Surviving Trustor has a qualifying income interest for life in the trust or in the Retirement Plan. Any power of appointment that would otherwise have been applicable, but for this paragraph will be treated as if it existed but was unexercised.

m. Separate Account and Special Distribution Requirements

The fiduciary will separately account for all Retirement Plan Death Benefits, using Subtrusts if necessary, and will see to it that those benefits are only distributed to Designated Beneficiaries (as defined above) who are identifiable on the Applicable Date, as long as any Designated Beneficiary of the particular Subtrust is alive. Further, the fiduciary will actually distribute those benefits to those beneficiaries within such time as is required under applicable tax law, or

under regulations (whether proposed, temporary, or final) in order to carry out the purpose of this Section as provided in Subsection a. above.

n. Application of Rules to Subtrusts

We realize that a Subtrust may be the beneficiary of Retirement Plan benefits. In that case, the rules of this Section are to be applied within the particular Subtrust involved, and are not meant to give the beneficiaries of other Subtrusts an interest they would not otherwise have had.

o. Incorporation by Reference of Terms of Beneficiary Designation

If the terms of any beneficiary designation signed by us would otherwise fail because such terms are not a part of our Wills (or Trust), we incorporate such terms, as a part of our Wills (and Trust), by reference, as if fully set out in this document and vice-versa.

p. Distribution Taxes on Deceased Trustor's Interest in Surviving Trustor's Retirement Plan When Nonparticipant Trustor Dies First

If, at or after the death of the first of us, any income taxes, or premature distribution penalty under Section 72(t) of the Code, are incurred by the Surviving Trustor (or the Surviving Trustor's estate) with respect to a distribution to someone other than the Surviving Trustor of a community property interest in a Retirement Plan with respect to which the Surviving Trustor is the employee, named owner, or participant, then the recipient will be obligated to pay or reimburse the Surviving Trustor (or the Surviving Trustor's estate) for such taxes (in advance of the due date of the taxes) as a condition of receiving gifts under this instrument. This Subsection only applies to benefits, and their proceeds, in a Retirement Plan with respect to which the first of us to die was not the named owner or participant, but that were includible in the Deceased Trustor's gross estate for federal estate tax purposes by reason of community property laws or otherwise, and which passed in accordance with the Deceased Trustor's explicit directions, either because they are probate assets with respect to the Deceased Trustor or because of a beneficiary designation which the Deceased Trustor signed. This Subsection is included because the law on the subject is unclear. It is not meant to imply that some or all of the taxes referred to will in fact be incurred by the Surviving Trustor. This Paragraph does not apply with respect to distributions to Share Two of the Survivor's Trust.

q. Allocation of Payments from Retirement Plans to Income and Principal

Our Trustee shall allocate to income that portion of each "Payment" (up to the whole thereof) that equals (i) the amount of "Inside Income" that our Trustee reasonably determines has occurred since the right to receive Payments became subject to trust; reduced by (ii) the amount of prior Payments from the same

contractual, custodial, or trust arrangement that were allocated to trust income. Our Trustee shall allocate the balance of the Payment, if any, to principal.

The term "Payment" refers to an amount that is received or withdrawn pursuant to a contractual, custodial, or trust arrangement that provides for payments to the trust (including by way of example, and not limitation, any qualified Retirement Plan, IRA, Roth IRA, annuity, private annuity, or deferred compensation arrangement, and including payments received directly from an "entity" as defined under Section 401 of the 1997 Uniform Principal and Income Act, or the equivalent governing state statutes.

The term "Inside Income" with respect to each contractual, custodial, or trust arrangement, refers to that portion of Payments that are characterized by the payor as interest, dividends, or a dividend equivalent. To the extent any portion of a Payment is not so characterized by the payor, Inside Income shall consist of any amounts that would be allocable to income under the applicable state law governing the allocation of principal and income for trusts, if said statutes were applied to a trust holding the assets that fund all the Payments to which our Trust is entitled under such arrangements. If our Trustee cannot identify the character, amount, or nature of said assets, the Trustee may reasonably estimate the character, amount and nature of such assets.

r. Provisions Respecting the Marital Deduction

Notwithstanding the following, or anything else in this instrument to the contrary, a trust in which the Surviving Trustor has a qualifying income interest for life may not be funded with property that does not constitute property eligible for the Marital Deduction if there is any other alternative available to the fiduciary. Subject to this rule, we recognize that there may be situations in which the Surviving Trustor has a qualifying income interest for life in a Retirement Plan, or in which the estate of Share Two of the Survivor's Trust has an interest in a Retirement Plan. In such event, the interest will be held, invested, reinvested and maintained, and income attributable to the interest will be determined, in a manner that guarantees that the Surviving Trustor has a qualifying income interest for life with respect to such interest. The rule that the Surviving Trustor is guaranteed a qualifying income interest for life in such cases is overriding and will govern in case of conflict with the following rules, which we nevertheless believe to be consistent with it.

1. Determination of Fiduciary Accounting Income for Surviving Trustor

Subject to the overriding rule that the Surviving Trustor is guaranteed a qualifying income interest for life in any Retirement Plan in which the trust has an interest, income from an interest in a Retirement Plan will be determined by reference to the provisions of Subsection q. above.

Further, in the case of any Retirement Plan in which the trust has an interest, fiduciary accounting income, if greater, will be determined and distributed in the same manner as if the Retirement Plan in which the trust has an interest was itself "qualified terminable interest property" within the meaning of Section 2056 of the Code.

Income is an accounting notion representing a value, and not representing particular assets. Therefore, whether or not all of the income from a Retirement Plan (in which Share Two of the Survivor's Trust has an interest) is distributed by the plan in a given year, an amount representing the income will nevertheless be credited to the income account and will be distributable by the trust, in the manner otherwise provided under the terms of our Trust. If the other assets available for distribution in Share Two of the Survivor's Trust are insufficient for that purpose, then our Trustee shall compel a distribution from the Retirement Plan of such an amount as is necessary to satisfy the obligation to the Surviving Trustor.

2. Additional Demand Rights Granted to Surviving Trustor

In addition to the above, and notwithstanding anything else herein to the contrary, the Surviving Trustor, at any and all times, will have the unfettered and non-lapsing right to demand an immediate distribution from each Retirement Plan, in which the Trustee of Share Two of the Survivor's Trust has an interest, of all (or any part of) the income from such plan (determined as if the plan were itself a trust in which the Surviving Trustor had a qualifying income interest for life), and such Trustee will facilitate and comply with such demand and take whatever steps are needed to insure that the income is received by the Surviving Trustor. (Any distribution under this Paragraph will be credited against any rights the Surviving Trustor would otherwise have had to an amount representing such income.) This right will survive and continue with respect to any assets, including their proceeds, distributed from the Retirement Plan to the Trustee of Share Two of the Survivor's Trust, so that there will be no question but that the Surviving Trustor at all times has a non-lapsing qualifying income interest for life in such Retirement Plan (and its proceeds) that will continue under all events and contingencies.

3. Explicit Provisions Regarding Distributions and Acceleration of Installment Distributions

For so long as Share Two of the Survivor's Trust has any interest in a Retirement Plan, our Trustee will take whatever steps are required to assure that such interest, to the extent not previously distributed, is (and will at all times remain) immediately distributable on demand to the trust. Accordingly, our Trustee will retain the unrestricted

power to accelerate any installment distributions elected under the MRD Rules or otherwise. If the right to accelerate cannot be assured, our Trustee will not make an installment distribution election.

If Share Two of the Survivor's Trust has an interest in a Retirement Plan, no distribution of all or any part of such interest may be made to anyone other than the Surviving Trustor (or to our Trustee) during the Surviving Trustor's lifetime, and no distribution of all or any part of such interest may be made directly out of the Retirement Plan to anyone else (other than our Trustee), following the death of the Surviving Trustor.

We have executed our Trust Agreement on the date set forth on the first page of our Trust Agreement.

We certify that we understand our Trust Agreement and that it correctly states the terms and conditions under which our Trust Estate is to be held, managed and disposed of by our Trustee. We approve this revocable living trust in all particulars and request our Trustee to execute it.

Trustors:

George W. Couch
GEORGE W. COUCH

Dorothy V. Couch
DOROTHY V. COUCH

Trustees:

George W. Couch
GEORGE W. COUCH

Dorothy V. Couch
DOROTHY V. COUCH

STATE OF MISSOURI)

SS

COUNTY OF ST. LOUIS)

On April 26 2001, before me, the undersigned, a Notary Public in and for the aforesaid county and state, personally appeared GEORGE W. COUCH and DOROTHY V. COUCH, Trustors and Trustees, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that said persons executed the same as said persons' free act and deed.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Trish A. Hull
Notary Public



Commission Expires: _____

Commissioned for _____

Prepared by:
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