





**EXHIBIT "A"**  
**OF**  
**THE JOSEPH W. CAMADECA SR. LIVING TRUST**  
*STANDARD TRUSTEE POWERS*

1. **Agreements**. To carry out the terms of any valid agreements which Settlor may have entered into during Settlor's lifetime regarding property owned by the trust;
2. **Asset Title**. To hold securities or other property in the Trustee's name as trustee, or in "street name", or in bearer form.
3. **Bank Accounts**. To open and maintain bank accounts in the name of the Trustee with any bank, trust company or savings and loan association authorized and doing business in any State of the United States of America. If more than one Trustee shall be acting, the Trustees may designate one or more of them to conduct banking activities and to make deposits, withdrawals and endorsements upon giving written notice of such designation to the bank, trust company, or savings and loan association in question; and such bank, trust company or savings and loan association shall be protected in relying upon such designation;
4. **Contracts**. To enter into contracts which are reasonably incident to the administration of the trust;
5. **Deal with Fiduciaries**. To buy from, sell to, and generally deal with the Trustee individually and as a fiduciary;
6. **Depreciation Reserve**. The Trustee shall not be required to establish any reserve for depreciation or to make any charge for depreciation against any portion of the income of the trust fund;
7. **Divisions and Distributions**. In any case in which the Trustee is required to divide any trust assets into shares for the purpose of distribution (or otherwise), such division may be in kind, including undivided interests in any real property, or partly in kind and partly in money. For such purposes, the Trustee may make such sales of trust assets as the Trustee may deem necessary on such terms and conditions as the Trustee shall deem fit, and to determine the relative value of the securities or other assets so allotted or distributed; the Trustee's determination of values and of the property for such distribution shall be conclusive. The decision of the Trustee in distributing assets in reliance on this paragraph shall be binding, and shall not be subject to challenge by any beneficiary;
8. **Indebtedness**. With respect to any indebtedness owed to the trust, secured or unsecured:
  - (a) To continue the same upon and after maturity, with or without renewal or extension, upon such terms as the Trustee deems advisable; and,

- (b) To foreclose any security for such indebtedness, to purchase any property securing such indebtedness and to acquire any property by conveyance from the debtor in lieu of foreclosure;

9. **Invest and Reinvest.** To invest, reinvest, change investments and keep the trust fund invested in any kind of property, real, personal, or mixed, including by way of illustration but not limitation, oil and gas royalties and interests; precious metals; common and preferred stocks of any corporation; bonds; notes; debentures; trust deeds; mutual funds or common trust funds, including such funds administered by a the Trustee; interests in partnerships, whether limited or general and as a limited or general partner; intending hereby to authorize the Trustee to act in such manner as the Trustee shall believe to be in the best interests of the trust fund and the beneficiaries thereof. The Trustee is specifically vested with the power and authority to open, operate and maintain securities brokerage accounts wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee shall deem appropriate or useful and, further, while Settlor is acting as a Trustee, such account(s) may deal in commodities, options, futures contracts, hedges, puts, calls and/or straddles (whether or not covered by like securities held in the brokerage account). These powers shall be construed as expanding the standards of the prudent investor rule as set forth in the Uniform Prudent Investor Act;

10. **Loans.** To borrow for the trust fund from any person, corporation or other entity, including the Trustee, at such rates and upon such terms and conditions as the Trustee shall deem advisable, and to pledge as security therefor any of the assets of the trust fund for the benefit of which such loan is made; to execute, acknowledge and deliver mortgages, deeds of trust or other documents incidental thereto; to lend money upon such terms and such conditions as the Trustee deems to be in the best interests of the trust fund and the beneficiaries thereof, including the lending of money from one trust to any other trust created hereunder and to borrow on behalf of one trust from any other trust created hereunder, and further including the right to lend money to the probate estate (if any) of Settlor but in such event such loans shall be adequately secured and shall bear the then prevailing rate of interest for loans to such persons or entities for the purposes contemplated;

11. **Manage and Control.** To manage, control, sell at public or private sale, convey, exchange, partition, divide, subdivide, improve, repair; to grant options and to sell upon deferred payments; to pledge or encumber by mortgage or deed of trust or any other form of hypothecation; to otherwise dispose of the whole or any part of the trust fund on such terms and for such property or cash or credit, or any combination thereof, as the Trustee may deem best; to lease for terms within or extending beyond the duration of the trust fund for any purposes; to create restrictions, easements, to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust fund; to institute, compromise and defend actions and proceedings with respect to the trust fund; and to secure such insurance, at the expense of the trust fund, as the Trustee may deem advisable;

12. **Professional Assistance.** To employ and compensate agents, investment managers, attorneys, accountants, and other professionals deemed by the Trustee to be reasonably necessary for the administration of the trust fund, and the Trustee shall not be liable for any losses occasioned by the good faith employment of such professionals, nor shall the Trustee be liable for any losses occasioned by any actions taken by the Trustee in good faith reliance upon any advice or recommendation thereof; to pay all costs, taxes, and charges in connection with the administration of the trust fund; and to be reimbursed for all reasonable expenses, including attorneys' fees, incurred in the management and protection of the trust fund and to pay such professionals a reasonable fee without court approval thereof. Any such payment by the Trustee of such fees shall be out of principal or income, as the Trustee may elect, or partially out of each. The discretion of the Trustee to pay these expenses from income or principal, or partially from each,

should be subject to the Trustee's fiduciary obligation to treat income beneficiaries and remaindermen equitably;

13. **Purchase.** To purchase property at its fair market value as determined by the Trustee from the probate estate (if any) of Settlor;

14. **Receive Assets.** To receive, take possession of, sue for, recover and preserve the assets of the trust fund, both real and personal, coming to its attention or knowledge, and the rents, issues and profits arising from such assets;

15. **Securities.** With respect to any corporation or partnership, the stocks, bonds or interests in which may form a part of the trust estate, to act in the same manner and to exercise any and all powers which an individual could exercise as the legal owner of any such corporate stock or partnership interest, including the right to vote in person or in proxy, or to surrender, exchange or substitute stocks, bonds, or other securities as an incident to the merger, consolidation, re-capitalization or dissolution of any of such corporation, or to exercise any option or privilege which may be conferred upon the holders of such stocks, bonds, or other securities, either for the exchange or conversion of the same into other securities or for the purchase of additional securities, and to make any and all payments which may be required in connection therewith;

16. **Retention of Trust Property.** To retain, without liability for loss or depreciation resulting from such retention, any assets received by the Trustee or any property that may from time to time be added to the trust fund or any trust created hereunder; or any property in which the funds of any trust may from time to time be invested, for such time as the Trustee shall deem best, even though such property may represent a large percentage of the total property of the trust fund or it would otherwise be considered a speculative or inappropriate investment;

17. **Closely-Held Business.**

- (a) *Authority to Operate.* The Trustee may operate "the Business" (as defined below) and retain any equity interests in the Business, even if these interests would otherwise be a speculative or inappropriate investment for a Trust. The Trustee may do all things related to the operation of the Business that may be appropriate, all in a fiduciary capacity:
- (i) The Trustee may carry out the terms of any option or buy-sell agreements into which Settlor may have entered.
  - (ii) The Trustee may sell or liquidate any of the Business interests at such price and on such terms as the Trustee may deem advisable.
  - (iii) The Trustee may arrange for and supervise the continued operations of the Business.
  - (iv) The Trustee may vote (in person or by proxy) as stockholder or otherwise and in any matter involving the Business on behalf of the Trust.
  - (v) The Trustee may grant, exercise, sell or otherwise deal in any rights to subscribe to additional interests in the Business.
  - (vi) The Trustee may take any actions appropriate to cause the capital stock or securities in the Business to be registered for public sale under any state or

Federal securities act; may enter into any underwriting agreements or other agreements necessary or advisable for this registration and sale; and may grant indemnities to underwriters and others in connection with such registration.

- (vii) The Trustee may participate in any incorporation, dissolution, merger, reorganization or other change in the form of the Business and, where appropriate, deposit securities with any protective committees and participate in any voting trusts.
  - (viii) The Trustee may delegate to others discretionary power to take any action with respect to the management and affairs of the Business that Settlor could have taken as the owner of the Business.
  - (ix) The Trustee may invest additional capital in, subscribe to additional stock or securities of and lend money or credit to the Business from the Trust.
  - (x) The Trustee may accept as correct financial or other statements rendered by the Business as to its conditions and operations except when having actual notice to the contrary.
- (b) *Liabilities.* Any contractual and tort liabilities arising from the Business shall be satisfied first from its assets, and only secondarily from other assets of the Trust. The Trustee shall have no liability to anyone for any loss arising from the operations, retention or sale of the Business.
  - (c) *Compensation.* The Trustee shall be entitled to additional reasonable compensation for the performance of services with respect to the Business, which may be paid to the Trustee from the Business, the trust assets, or both, as the Trustee may deem advisable.
  - (d) *Conflict of Interest Waived.* The Trustee may exercise the authorities granted hereunder even if the Trustee personally shall own an interest in the Business.
  - (e) *"The Business" Defined.* "The Business" means any interest owned by Settlor, the Trust, or some combination of them, representing in the aggregate at least Five Percent (5%) of the total equity interests in any actively-conducted trade or business, whether incorporated or unincorporated. Settlor declares that the term "the Business" shall also include, but not be limited to, any five percent or greater equity interests in any general and/or limited partnerships, as well as membership interests in any limited liability company formed, operated, beneficially owned by or participated in (to the extent of five percent or more) by Settlor prior to Settlor's death. The term "the Business" does not include any interests that are regularly traded on an established exchange or over-the-counter.

18. **Environmental Issues.** The Trustee may take into account any environmental law that may be relevant to any real estate included in the trust.

- (a) The Trustee may inspect property held directly or indirectly as part of the Trust assets, including any interests in incorporated or unincorporated business entities, to comply with environmental laws affecting this property and respond to a change in, or any actual or threatened violation of, any environmental law affecting property held as part of the Trust assets.

- (b) The Trustee may appropriately respond to a change in, or prevent, abate or otherwise remedy any actual or threatened violation of any environmental law affecting property held as part of the Trust assets, either before or after the initiation of an enforcement action by any governmental body.
- (c) The Trustee may refuse to accept the transfer to the Trust of additional property if the Trustee shall determine that this additional property either is or may reasonably be believed to be contaminated by any hazardous substance that could result in liability to the Trust.
- (d) The Trustee may disclaim any power granted by any document, statute or rule of law that, in the discretion of the Trustee, may reasonably be expected to cause the Trustee to incur personal liability under any environmental law.
- (e) The Trustee may charge the cost of any inspection, response or other action against the income or principal of the Trust.
- (f) The Trustee shall not be personally liable to any beneficiary for any decrease in value because of the compliance by the Trustee with any environmental law, including any reporting requirement. Neither the acceptance by the Trustee of property nor the failure by the Trustee to inspect property shall create any inference as to whether or not there is or may be any liability under any environmental law with respect to such property.
- (g) "Environmental law" means any Federal, state or local law relating to the protection of the environment or human health, and "hazardous substances" means any substances defined as hazardous or toxic or otherwise regulated by any environmental law.

19. **Tax Consequences.** To prepare and file returns and arrange for payment with respect to all local, state, federal and foreign taxes incident to this Trust Agreement; to take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of this Trust Agreement and its beneficiaries; and,

20. **General Powers.** To do any and all other acts necessary, proper or desirable for the benefit of the trust fund and its beneficiaries, and to effectuate the powers conferred upon the Trustee hereunder.



## THE JOSEPH W. CAMADECA SR. LIVING TRUST

THIS TRUST AGREEMENT, entered into by **JOSEPH WILLIAM CAMADECA Sr.**, also known as Joe Camadeca, as Settlor, and **JOSEPH WILLIAM CAMADECA Sr.**, as Trustee. For all purposes hereunder, the words "I", "me", "my", "mine", and similar pronouns, shall refer to Settlor, **JOSEPH WILLIAM CAMADECA Sr.**, and shall be construed as the possessive when the context would so indicate.

### ARTICLE I

#### RECITALS

WHEREAS, I, **JOSEPH WILLIAM CAMADECA Sr.**, desire to establish a trust of which, during my lifetime, I am the sole life beneficiary and the exclusive recipient of the economic benefits;

WHEREAS, this trust shall be initially funded with the sum of TEN DOLLARS (\$10.00) in cash; such sum and any property later added to the trust shall be known as the "trust fund";

NOW, THEREFORE, the Trustee acknowledges receipt of the trust fund and shall hold the same in trust under the following terms, conditions and provisions:

### ARTICLE II

#### DECLARATIONS

2.A. **Trust Name.** This trust shall be known as **THE JOSEPH W. CAMADECA Sr. LIVING TRUST.**

2.B. **Family.** I am an unmarried man. I have four children now living; namely, **CYNTHIA BATKA, JOSEPH CAMADECA JR., JAIME WRIGHT** and **JOSH CAMADECA.**

2.C. **Successor Trustees.** If I should cease to act as the Trustee for any reason, I shall be succeeded by my daughter **CYNTHIA M. BATKA, 3430 43rd. Street Highland, Indiana 46322,** as the successor Trustee. If she fails to qualify or ceases to act, my son-in-law **RICHARD M. BATKA, 3430 43rd. Street, Highland, Indiana 46322,** shall act as the alternate successor Trustee.

2.D. **Trust Fund.** I, and/or any other person, may add to the principal of the trust by deed, will, or otherwise.

2.E. **Definitions.** For any interpretation of this Trust Agreement, the following definitions shall apply:

- (1) *Beneficiary.* The term "beneficiary" or "beneficiaries" shall mean any person and/or entity then eligible to receive current income or whose right to receive assets from the estate is currently vested;
- (2) *Code.* Any reference to the "Code" shall refer to The Internal Revenue Code of 1986, as amended, and to any regulations pertaining to the referenced sections;
- (3) *Education.* As used in this Trust Agreement, the term "education" or "educational purposes" shall include any course of study or instruction which may, in the Trustee's discretion, be useful in preparing a beneficiary for any vocation consistent with such beneficiary's abilities and interests. Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable and necessary, again in the Trustee's absolute discretion;
- (4) *Headings.* Article headings in this Trust Agreement are inserted for convenience only, and are not to be considered in the construction of the provisions thereof;
- (5) *Incapacity.*
  - (a) In the case of a question or dispute, incapacitation of a Trustee (whether such Trustee shall be me or a designated successor) shall be evidenced by written certification of two (2) physicians;
  - (b) If there is no question or dispute, incapacitation of a Trustee shall be established by the written declaration of only one doctor;
- (6) *Issue.* The term "issue" shall refer to lineal descendants of all degrees and shall include adopted persons; provided however, that such term shall refer only to the issue of lawful marriages and illegitimate children only if a parent/child relationship existed between such child and his or her parent, living or deceased, as determined under Mississippi law. A child in gestation which is later born alive and survives for thirty (30) days shall be considered as issue in being throughout the period of gestation;
- (7) *Majority.* The term "majority" shall mean more than one-half (1/2), and, in the event of a deadlock, shall be determined in accordance with the laws of the State of Mississippi relating to inter-vivos trusts;
- (8) *Per Stirpes.* Whenever a distribution is to be made "per stirpes", the assets are to be divided into as many shares as there are then-living children and deceased children who left living descendants. Each living child shall receive one share and each deceased child's share shall be divided among such deceased child's then-living descendants in the same manner;
- (9) *Principal and Income.* The determination by the Trustee in all matters as to what shall constitute principal of the trust, gross income therefrom and distributable net

income under the terms of the trust shall be governed by the provisions of the Principal and Income Act of the State of Mississippi, except as to any of such matters as may otherwise be provided for in this instrument. In the event and to the extent that any of such matters relating to what constitutes principal or income of the trust and in the allocation of receipts and disbursements between these accounts is not provided for either in this Trust Agreement or in such Principal and Income Act, the Trustee has full power and authority to determine such matters;

(10) *Pronouns and Gender.* In this Trust Agreement, the feminine, masculine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates;

(11) *Request in Writing.* When I am acting as the Trustee or as a co-Trustee, the requirement of a writing to be signed by me as Settlor and/or beneficiary and delivered to me as the Trustee shall be waived; and,

(12) *Trustee.* Any reference to "Trustee" shall be deemed to refer to whichever individual (including myself), individuals or corporation shall then be acting as the Trustee.

2.F. **Governing Law.** This Trust Agreement is a Mississippi contract and creates a Mississippi trust; all of the terms and provisions hereof shall be interpreted according to the laws of the State of Mississippi.

2.G. **Restrictions.** The interest of any beneficiary (whether entitled to current income or possessing only a future interest) in either the income or principal of the trust fund or any part of it shall not be alienated or in any other manner assigned or transferred by such beneficiary; and such interest shall be exempt from execution, attachment and other legal process which may be instituted by or on behalf of any creditor or assignee of such beneficiary; nor shall any part of such interest be liable for the debts or obligations (including alimony) of any such beneficiary.

2.H. **Perpetuity Provision.** Regardless of any other provision herein, this trust must end immediately prior to the maximum number of years permitted for a non-charitable trust under the laws of the State of Mississippi; and thereupon the Trustee shall pay over the principal, free from this trust, to the person or persons then entitled to receive the net income.

2.I. **No-Contest Provision.** In the event any beneficiary under this trust shall, singly or in conjunction with any other person or persons, contest in any court the validity of this Trust Agreement and/or of my last Will, or shall seek to obtain an adjudication in any proceeding in any court that this Trust Agreement or any of its provisions and/or that such Will or any of its provisions are void, or seek otherwise to set aside this Trust Agreement or any of its dispositive provisions, then the right of that person to take any interest given him or her by this Trust Agreement shall be determined as it would have been determined had the person predeceased me without being survived by issue. The Trustee is hereby authorized to defend, at the expense of the trust fund, any contest or other attack of any nature on this Trust Agreement or any of its provisions.

2.J. **Presumptions.** Any beneficiary who shall not be living thirty (30) days after my death shall be deemed not to have survived me.

2.K. **Special Distributions.** If any income and/or principal of any trust hereunder ever vests outright under the provisions of this Trust Agreement in a person not yet twenty-one (21), or a person who the Trustee determines is incompetent, suffers from substance abuse, or because such person's financial circumstances are such that failure to delay distributions will actually reduce the trust benefits to such person, then the Trustee, in the Trustee's discretion and without supervision of any court, shall hold or distribute such property (subsequently referred to in this Paragraph as the "protected property") in accordance with the following provisions:

(1) The Trustee may hold any protected property in a separate trust for each such beneficiary, exercising as the Trustee of such trust all the administrative powers conferred in this Trust Agreement. The Trustee may accumulate or distribute to or for such beneficiary in accordance with subparagraph (2), as hereinbelow set forth, such amount or amounts of income and/or principal of the trust as the Trustee determines from time to time during the term of the trust to be appropriate. This separate trust shall terminate and vest absolutely when the beneficiary attains age twenty-one (21) if the beneficiary's age was the basis for the separate trust, dies, when the trust assets are exhausted by discretionary distributions, or the reason for the separate trust no longer exists in the Trustee's discretion. At such termination, the Trustee shall distribute the protected property then on hand in trust to the beneficiary or to the beneficiary's estate if the trust terminated at the beneficiary's death.

(2) The Trustee may distribute any protected property to or for the benefit of such beneficiary: (a) directly to the beneficiary; (b) on behalf of the beneficiary for the beneficiary's exclusive benefit; (c) to any account in a bank, credit union, mutual fund and/or brokerage firm either in the name of such beneficiary or in a form reserving title, management and custody of such account to a suitable person for the use of such beneficiary; (d) in any form of an annuity; and, (e) in all ways provided by law dealing with gifts or distributions to or for minors or persons under incapacity. The receipt for distributions by any such person shall fully discharge the Trustee.

(3) In determining whether to make distributions, the Trustee may consider other resources of the beneficiary, trust resources and the future needs of the beneficiary during the term of the trust.

2.L. **Conflict Resolution.** Any controversy between any interested parties concerning the construction, application or interpretation of any provision of this Trust Agreement or of the Trustee's actions shall be settled by arbitration in accordance with the laws of the State of Mississippi (if no such laws then exist, in accordance with the then current rules of the American Arbitration Association) and the findings of such arbitration may be enforced by any Court having jurisdiction thereof.

2.M. **Uneconomical Administration.** No other provision of this trust to the contrary, if at any time a share or trust being administered for any income beneficiary or group of income

beneficiaries has such fair market value as to make the continued administration of the share or trust uneconomical as determined by the Trustee, in the Trustee's sole discretion, the Trustee may pay the entire balance of such share or trust to the person or persons then entitled to the income therefrom, in proportion to their interests therein.

### ARTICLE III

#### TRUSTEESHIP

- 3.A. **Successor Trustees.** I may appoint individuals or corporations as co-Trustees or successor Trustees by a written instrument (other than a Will) delivered to the then-acting Trustee.
- 3.B. **Appointment of Trustee.** If there is no Trustee acting hereunder, then a majority of the beneficiaries shall appoint a successor Trustee or co-Trustees by an instrument in writing, which appointment must be effective upon the date the last Trustee fails to qualify or ceases to act.
- 3.C. **Resignation.** Any Trustee may resign at any time by giving written notice to me, if I am then-living, and thereafter to the other Trustees, if any, and, if not, to all the beneficiaries. Any such notice shall become effective as agreed by me or the majority of the beneficiaries, but no later than thirty (30) days after such written notice. Notwithstanding the foregoing, the Trustee may, at the expense of any trust created hereunder, secure the appointment of a successor Trustee of such trust by a court of competent jurisdiction.
- 3.D. **Liability.** No successor Trustee shall be under any obligation to examine the accounts of any prior trustee, and a successor Trustee shall be exonerated from all liability arising from any prior Trustee's acts or negligence. It is my intention that any Trustee serving hereunder shall be accountable only from the date such Trustee receives the assets of the trust.
- 3.E. **Bond.** No bond shall be required of any person or institution named in this Trust Agreement as the Trustee.
- 3.F. **Compensation.** A Trustee shall be entitled to receive, out of the income and principal of the trust fund, compensation for its services hereunder to be determined, if a corporate Trustee, by the application of the current rates then charged by the Trustee for trusts of a similar size and character, and, if the Trustee shall be an individual, such compensation shall be a reasonable fee based on the time and effort of the Trustee. The Trustee shall also be entitled to reimbursement for all travel and other necessary expenses incurred in the discharge of the Trustee's duties. The Trustee may impose any Trustee fees or other expenses of the trust against the principal or income of the trust fund without any duty to seek reimbursement from the interest not charged.
- 3.G. **Reports.** While I am living and if I am not acting as the Trustee or co-Trustee, the then-acting Trustee shall render an accounting at least annually to me unless I have waived such accounting. After my death, the Trustee shall render an annual accounting to each beneficiary, except as such reporting shall be waived by such beneficiary. If beneficiaries entitled to an accounting are minors, their accounting shall be delivered to their parents or guardian. If beneficiaries entitled to an accounting are incapacitated, their accounting shall be delivered to

their legal representative. Unless the accounting is objected to in writing within sixty (60) days after mailing to the persons to whom the accounting is to be rendered, the account shall be deemed final and conclusive in respect to all transactions disclosed in the accounting. The accounting shall be binding on all persons interested in the trust, including beneficiaries who are not known or who are not yet born. The records of the Trustee shall be open at all reasonable times to such inspections. The Trustee shall not be required to make any reports or accountings to the courts; however, nothing herein stated shall be deemed to restrict the Trustee from seeking judicial approval of the Trustee's accounts.

**3.H. Payments to Beneficiaries.**

(1) The Trustee shall pay the net income of any trust hereunder to the beneficiary to whom such income is directed to be paid, at such times and in such manner as shall be convenient to such beneficiary and agreed to by the Trustee;

(2) Any income and/or principal of any trust hereunder to which any beneficiary may be entitled may, without regard to any order or assignment purporting to transfer the same to any other person, be paid or distributed by the Trustee, in the Trustee's sole discretion, into the hands of such beneficiary, or to the guardian of the person of such beneficiary, or be mailed to such beneficiary's last known address, or deposited to the account of such beneficiary in a bank or trust company of good standing, or be applied for the benefit of such beneficiary and his or her dependents directly by the Trustee; and the receipt for any payment or distribution or evidence of the application of any income or principal made in conformity with the foregoing shall discharge the Trustee from any further liability therefor; and,

(3) Unless the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this Trust Agreement, the Trustee shall not be liable to any beneficiary of this Trust Agreement for distribution made as though the event had not occurred.

**3.I. Division of Trust Fund.** There shall be no requirement for the physical segregation or division of any trusts created hereunder except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

**3.J. Trustee Authority.**

(1) Any Trustee may appoint an "Attorney-in-Fact" and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee and may at pleasure revoke such appointment. Any such appointment shall be made by a written, acknowledged instrument.

(2) No purchaser from or other person dealing with the Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to such the Trustee, and the receipt by the Trustee shall be a full discharge; and no purchaser or other

person dealing with the Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with the Trustee should relate, shall be under any obligation to ascertain or inquire into the power of the Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by the Trustee or comprised in the trust fund.

(3) Prior to delivering the trust fund to a successor Trustee or to making any partial or complete distribution of principal hereunder (other than a distribution that is made in the exercise of the Trustee's discretion and does not terminate the trust), the Trustee may require an approval of the Trustee's accounts and a release and discharge from all beneficiaries having an interest in the distribution. If any beneficiary or beneficiaries shall refuse to provide a requested release and discharge, the Trustee may require court settlement of such accounts; all of the Trustee's fees and expenses (including attorneys' fees) attributable to court approval of such accounts shall be paid by the trust involved to the extent that the accounts are approved.

(4) In the event any successor Trustee hereunder is precluded by the laws of any state from acting as a Trustee in such state, such successor Trustee may appoint a "Special Trustee" qualified to act in such state and may delegate to such Special Trustee the exercise of all or any of the powers conferred upon a Trustee hereunder. Such successor Trustee may at its pleasure revoke such appointment and/or delegation. A Special Trustee shall in no way be responsible for the matters not delegated to it. Any appointment of a Special Trustee and the delegation of powers to such Special Trustee shall be made by a written, acknowledged instrument.

(5) The certificate of a Trustee, Special Trustee and/or Attorney-in-Fact that such Trustee and/or agent is acting according to the terms of this Trust Agreement shall fully protect all persons dealing with such Trustee and/or agent.

**3.K. Release of Healthcare Information, including HIPAA Authority.** Settlor intends for the Trustee to be treated as he would regarding the use and disclosure of his individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164. Settlor authorizes any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health provider, any insurance company and medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services or that has paid for or is seeking payment from Settlor for such services to give, disclose, and release, either orally or in writing, to the Trustee or Trustees, without restriction, all of Settlor's individually identifiable health information and medical records regarding any past, present or future medical or mental health condition.

The authority given to the Trustee shall supersede any prior agreement that Settlor has made with his health care provider to restrict access to or disclosure of Settlor's individually identifiable health information. The authority given to the Trustee has no expiration date and shall expire only in the event that Settlor revokes the authority in writing and delivers such

revocation to his health care providers.

3.L. **Powers of Invasion.** A discretionary power given to a Trustee of any trust created hereunder to invade or utilize the principal of such trust for "health, care, education, support or maintenance" (or a similar use of such terms) shall be considered to be in compliance with §§2041 and 2514 of the Code and any exercise of such power shall be limited by those sections. Notwithstanding any statute of Mississippi law to the contrary, any other discretionary power given to a Trustee of any trust created hereunder to invade or utilize the principal of such trust for any other purpose shall be deemed to be a broader power if a clear reading of the terms of such power would so indicate. Further, notwithstanding any statute of Mississippi law to the contrary, any discretionary power to make distributions of income or principal of any trust created hereunder which is given to a current beneficiary as sole Trustee is specifically intended to be given to such sole Trustee and the right of any other beneficiary to have another Trustee appointed for the purpose of making such discretionary distributions is hereby specifically waived.

3.M. **Release of Powers.** Each Trustee shall have the power to release or to restrict the scope of any power that such Trustee may hold in connection with any trust created under this Trust Agreement, whether said power is expressly granted in this Trust Agreement or implied by law. The Trustee shall exercise this release in a written instrument specifying the powers to be released or restricted and the nature of any such restriction. Any released power shall pass to and be exercised by the other then-acting Trustees.

#### ARTICLE IV

##### TRUSTEE'S POWERS

Subject to the provisions and limitations set forth expressly herein, the Trustee shall have, in general, the power to do and perform any and all acts and things in relation to the trust fund in the same manner and to the same extent as an individual might or could do with respect to his or her own property. No enumeration of specific powers made herein shall be construed as a limitation upon the foregoing general powers, nor shall any of the powers conferred herein upon the Trustee be exhausted by the use thereof, but each shall be continuing. In addition to the above, the Trustee is specifically authorized and empowered to exercise those powers hereinafter set forth in Exhibit A (attached hereto and incorporated herein by reference as though fully set forth).

#### ARTICLE V

##### MY RETAINED POWERS

5.A. **Revocation.** During my lifetime, this Trust Agreement may be revoked in whole or in part by an acknowledged instrument in writing signed by me which shall refer to this Trust Agreement and this specific power and which shall be delivered to the then-acting Trustee.

5.B. **Amendment.** I may at any time during my lifetime amend any of the terms of this Trust Agreement by an acknowledged instrument in writing signed by me which shall refer to this Trust Agreement and this specific power and which shall be delivered to the then-acting Trustee.

5.C. **Powers Terminate on Death.** On my death, this Trust Agreement may not be amended, revoked, or terminated (except as hereinafter provided in Article VI).

5.D. **Powers Personal to Me.** My powers to revoke or amend this Trust Agreement are personal to me and shall not be exercisable on my behalf by any conservator or other person, except that revocation or amendment may be authorized, after notice to the Trustee, by the court that appointed the conservator. Notwithstanding the previous sentence, my power to amend this Trust Agreement may be exercised by my attorney-in-fact to the extent that the document appointing the attorney-in-fact expressly so authorizes the power to amend with an express reference to this Trust Agreement.

5.E. **Life Insurance.** Upon my death, the Trustee shall proceed immediately to collect the net proceeds of policies, if any, on my life which are then payable to the Trustee and shall hold such proceeds for the purposes and upon the trusts provided in Article VI of this Trust Agreement. Payment to the Trustee by an insurance company of the proceeds of such policies and receipt of such proceeds by the Trustee shall be a full discharge of the liability of such insurance company with respect to such proceeds, and no insurance company need inquire into or take notice of this Trust Agreement or see to the application of such payments. The Trustee may prosecute and maintain any litigation necessary to enforce payment of such policies.

5.F. **Tangible Personal Property.** While I am living, I reserve the right to retain the control, use and possession of any or all of the tangible personal property included in the trust fund. I expressly limit the Trustee's responsibility with respect to the property so retained to the Trustee's function as the holder of legal title until I surrender my right to the use and possession of any such property or until my death. In addition, I shall have the right, exercisable by written notice to the Trustee on terms specified by me, to direct the sale, transfer, gift or other disposition of any such property, with or without consideration, and the Trustee shall take all actions necessary to comply with the terms of such notice. In the event I surrender any property to the Trustee, or upon my death, the Trustee shall take possession, preserve and maintain such property. The Trustee shall be responsible and accountable only for that tangible personal property which is actually in the Trustee's possession or control or, if retained by me, is found by application of reasonable diligence at my death or at such time that the Trustee asserts control.

5.G. **Real Property.** I reserve the right to have complete and unlimited use and control of any real property which may ever constitute an asset of the trust estate and which is occupied by me for residential purposes; such use and control shall be without rent or other accountability to the Trustee. As part of such use and control, I, and not the Trustee, shall have the responsibility to manage such property, pay taxes, insurance, utilities and all other charges against the property, and may, at my option, charge such expenses to the trust fund, or may request reimbursement for any advances made for such purposes.

## ARTICLE VI

### DISPOSITION OF TRUST FUND

6.A. **Trustee's Basic Duties.** During the term of this Trust Agreement, the Trustee shall hold, manage, invest and reinvest the trust fund, collect the income and profits from it, pay the necessary expenses of trust administration, and distribute the net income and principal as provided in this ARTICLE VI.

6.B. **Disposition During My Lifetime.** During my lifetime, the Trustee shall pay the net income of the trust fund as I shall direct. The Trustee shall also pay over to me, or to any person as directed by me, so much of the principal thereof as I shall request at any time or times during the remainder of my life.

6.C. **Disposition During My Incapacity.** If at any time, in the Trustee's discretion, I have become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared me in need of a conservator, the Trustee shall pay over or apply the net income and/or the principal of the trust fund to my support, maintenance, comfort, and/or well-being and/or to the payment of any taxes, bills or other obligations for which I may be liable, in such amounts and to such extent as the Trustee, in its sole judgment and discretion, shall deem to be in my best interests; and the Trustee shall accumulate any of the net income not so paid over and/or applied and shall add the same to the principal of the trust fund, and shall thenceforth hold, administer and distribute the same as a part thereof. As a guide to the Trustee, it is my intent that I shall remain in my primary residence as long as it is medically reasonable and, if I should ever need convalescent care, that I be able to return home as soon as it is medically reasonable; the expense of home care shall be of secondary importance.

6.D. **Deferral of Division or Distribution.** Whenever the Trustee is directed to make a distribution of trust assets or a division of trust assets into separate trusts or shares on my death, the Trustee may, in the Trustee's discretion, defer such distribution or division until six (6) months after my death. When the Trustee defers distribution or division of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this Trust Agreement in the absence of this Paragraph and all rights given to the beneficiaries of such trust assets under other provisions of this Trust Agreement shall be deemed to have accrued and vested as of such prescribed time; further, the beneficiaries of such trust assets shall be entitled to receive interest on the delayed distribution pursuant to Mississippi law (if there is no provision expressly applicable to trusts, then interest shall be paid pursuant to Mississippi law applicable to decedents' estates)..

6.E. **Authorized Actions at My Death.** After my death, the Trustee is authorized and directed to pay over to my executor, administrator, or personal representative so much of the trust fund as such representative shall state in writing is necessary or desirable to provide my estate with funds with which to pay my funeral expenses, debts, cost of administration of my estate and/or the taxes on my taxable estate, including transfer, estate and inheritance taxes which may be imposed upon the probate estate, upon the trust fund and/or upon any property or interest in property, legal or equitable, which is included in the taxable estate, and any such statement of such personal representative (regardless of the nature or extent of the assets held in my estate)

shall be binding and conclusive upon the Trustee and upon all persons having any interest in the trust fund.

(1) If such personal representative fails to furnish any such directions or if no such representative is appointed, the Trustee may, in its discretion, pay in whole or in part all debts which are due and enforceable against my estate, the expenses of the last illness, funeral, and administration and all death taxes and other governmental charges imposed under the laws of the United States or of any state or country by reason of my death.

(2) Any federal and/or state death taxes imposed on any trust assets shall be pro-rated among the beneficiaries and/or trusts who actually receive such property in the manner set forth under Mississippi law. Further, the Trustee is specifically authorized to recover the payments of any federal and/or state death taxes attributable to assets not part of the trust fund (or not added to the trust fund following my death) from the person, persons or entity which received such assets. Provided however:

- (a) No death taxes shall be apportioned to, charged against or paid from any tangible personal property or specific cash gifts made by me under my Will or under this Trust Agreement.
- (b) No death taxes shall be apportioned to, charged against or paid from any gift made to a charitable organization that qualifies for a charitable deduction under §2055 of the Code.
- (c) No death taxes shall be apportioned to, charged against or paid from any property qualifying for the marital deduction under §2056 of the Code.
- (d) No death taxes shall be apportioned to, charged against or paid from any other property excluded from the imposition of death taxes by reason of any exemption, exclusion, or deduction applicable to the property, or because of (i) provisions of my Will or this Trust Agreement that expressly exclude the property from taxation; (ii) the relationship between me and the beneficiary of the property; or (iii) the character of the property. All such property shall pass free of death taxes.
- (e) All death taxes imposed on property includible in my gross taxable estate under §2041 of the Code by reason of a general power of appointment held by me shall be charged to and paid from the property. Further, I direct that the amount of the general power of appointment property equal to the death taxes attributable to the value of the property shall be paid to the Trustee, to be held in this trust and used to pay death taxes. The amount of death taxes attributable to the property shall equal (i) the amount of all death taxes imposed on my taxable estate (including the value of the general power of appointment property), less (ii) the amount of all death taxes that would have been imposed on my taxable estate excluding the value of the general power of appointment property. The rules

promulgated under §2207 of the Code shall apply in determining the amount of the incremental tax to be paid from the general power of appointment property.

- (f) Any increment in death taxes attributable to other property in which I had a life interest or a term interest that did not end prior to my death (including a life estate or life income interest) and which is included in my gross taxable estate shall be borne by the holder or recipient of that property.

6.F. **Distribution at My Death.** On my death, the Trustee shall hold, administer and distribute the trust fund, as then constituted, plus any additions thereto as a result of my death (all of which is hereafter referred to as the "Trust Estate") as follows:

- (1) The Trustee shall distribute such items of my tangible personal property as may then be included in the Trust Estate in accordance with any written instructions left by me and the remainder of such personal property, or all of it if no such instructions are left, in the manner that the Trustee shall determine, in the Trustee's absolute discretion.
- (2) If no issue of mine shall be living at my death or prior to the distribution of the whole of the Trust Estate, the Trustee shall distribute such part of the Trust Estate as shall then be held in trust hereunder Jennifer M. Batka
- (3) Melissa M. Batka
- (4) Richard J. Batka

## CERTIFICATE OF TRUST

TO: ALL FINANCIAL INSTITUTIONS, MUTUAL FUND ADMINISTRATORS, TITLE INSURERS, TRANSFER AGENTS, AND OTHER PERSONS AND INSTITUTIONS

The undersigned desires to confirm the establishment of a revocable living trust named THE JOSEPH W. CAMADECA Sr. LIVING TRUST (hereinafter referred to as the "Trust"). The following provisions are found in said Trust and may be relied upon as a full statement of the matters covered by such provisions by any one dealing with the original Trustee or his successors.

### CREATION OF TRUST

The Trust was created concurrently herewith by a Trust Agreement executed by the undersigned as Settlor and Trustee, for the benefit of the undersigned during his lifetime and thereafter for the benefit of other successor beneficiaries in interest.

### NAME OF TRUST

The name of the Trust is THE JOSEPH W. CAMADECA Sr. LIVING TRUST. Any assets held in the name of the Trust should be titled in substantially the following manner: JOSEPH WILLIAM CAMADECA Sr., as Trustee of THE JOSEPH W. CAMADECA Sr. LIVING TRUST, U/A dated \_\_\_\_\_, 2006.

### TRUSTEE

The currently acting Trustee of the Trust is JOSEPH WILLIAM CAMADECA Sr. If he should cease to act as the Trustee for any reason, he shall be succeeded by CYNTHIA M. BATKA as the successor Trustee. If said successor Trustee fails to qualify or ceases to act, RICHARD M. BATKA shall act as alternate successor Trustee.

### REVOCABILITY OF TRUST

The Trust is revocable. The person holding the power to revoke or amend the Trust is JOSEPH WILLIAM CAMADECA Sr.

### TAXPAYER IDENTIFICATION NUMBER

The Trust uses the Social Security number of the Settlor as its Taxpayer Identification Number.

### ADDRESS OF THE TRUST

The Trust uses the address of the Settlor/Trustee as its location. This address is 7708 Overlook, Southaven, Mississippi 38671.

### TRUSTEE AUTHORITY

- (1) A Trustee may appoint an Attorney-in-Fact ("Power of Attorney") and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee.
- (2) No purchaser from or other person dealing with a Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to such Trustee, but the receipt by a Trustee shall be a full discharge; and no purchaser or other person dealing with a Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with a Trustee should relate, shall be under any obligation to ascertain or inquire into the power of such Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by such Trustee or comprised in the trust fund.
- (3) The certificate of a Trustee and/or the agent of a Trustee that such person is acting according to the terms of this Agreement shall fully protect all persons dealing with such Trustee and/or agent. Any person may rely upon the certification of any Trustee as to the matters which are not contained in this Certificate, including a further enumeration of the Trustee's powers.

### TRUSTEE'S POWERS

The Trustee shall have, in general, the power to do and perform any and all acts and things in relation to the trust fund in the same manner and to the same extent as an individual might or could do with respect to his or her own property including the power to buy, sell, hold, transfer, convey, or exercise any ownership rights in any asset for the Trust by executing any appropriate document, or by an oral demand to buy or sell a security; to maintain, deposit or to withdraw from any bank, brokerage or mutual fund account (including margin accounts), and to sign checks or drafts on any such account; to purchase or exercise rights in any life insurance or annuity contracts; and to borrow and pledge any Trust asset as security. No enumeration of specific powers made herein shall be construed as a limitation upon the foregoing general powers, nor shall any of the powers conferred herein upon the Trustee be exhausted by the use thereof, but each shall be continuing; in addition, the Trustee is specifically authorized and empowered to those powers hereinafter set forth in Exhibit A (attached hereto and incorporated herein by reference as though fully set forth). Such powers are the same as the powers attached to the Trust itself.

### ADMINISTRATIVE PROVISIONS

- (1) The Trust shall be administered according to the laws of the State of Mississippi.
- (2) The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certificate of Trust to be incorrect.
- (3) This Certificate of Trust is a true and accurate statement of the matters referred to herein concerning the Trust.



## **DURABLE POWER OF ATTORNEY FOR MANAGEMENT OF PROPERTY AND PERSONAL AFFAIRS**

I, **JOSEPH WILLIAM CAMADECA Sr.**, as an individual and as trustee of THE JOSEPH W. CAMADECA Sr. LIVING TRUST, executed by myself concurrently herewith, intend to create a Durable Power of Attorney (herein referred to as "this Power"). The powers granted to my Agent in Article II of this Power shall become effective upon my incapacity as determined in accordance with Paragraph D of Article II of this Power. If, after being determined to be incapacitated, I should regain my capacity as determined in accordance with Paragraph E of Article II of this Power, the powers granted to my Agent in Article II of this Power shall cease.

I give my Agent the powers specified in this Power with the understanding that they will be used for my benefit and on my behalf and will be exercised only in a fiduciary capacity.

### **I. APPOINTMENT**

1.A. **Designation of Agent.** I hereby designate and appoint my daughter CYNTHIA M. BATKA (3430 43rd. Street Highland, Indiana 46322) as my Attorney-in-Fact (hereinafter referred to in this power of attorney as "my Agent").

1.B. **Alternate Agents.** If said Cynthia M. Batka is not available or becomes ineligible to act, or if I revoke this appointment or authority to act, then I designate the following persons to serve as my alternate Agent to have all of the powers hereinafter set forth; such persons to serve in the order listed below:

First Alternate Agent:	My son-in-law RICHARD M. BATKA 3430 43rd. Street, Highland, Indiana 46322
Second Alternate Agent:	My son JOSEPH W. CAMADECA Jr. 770 Brookelynn Trace, Bethlehem, Georgia 30620

### **II. POWERS**

2.A. **Enumerated Powers.** To exercise or perform any act, power, duty, right or obligation whatsoever that I now have for property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall

lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted:

- (1) Real and Personal Property. To take any actions for the management or maintenance of any real or personal property in which I own an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire, sell, and convey ownership of property; control the manner in which property is managed, maintained, and used; change the form of title in which property is held; satisfy and grant security interests and other encumbrances on property; obtain and make claims on insurance policies covering risks of loss or damage to property; accept or remove tenants; collect proceeds generated by property; ensure that any needed repairs are made to property; exercise rights of participation in real estate syndicates or other real estate ventures; and make improvements to property.
- (2) Motor Vehicles. To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;
- (3) Financial Institutions. To take any actions in connection with any financial institution in which I have an account or an interest in an account when this Power is executed, or in which I later acquire an account or an interest in an account, including the power to continue, modify, or terminate existing accounts; open new accounts; draw, endorse, and deposit checks drafts and other negotiable instruments (including, but not limited to, Social Security, government and insurance checks made payable to me); prepare financial statements; and, borrow money. For the purposes of this paragraph, the term "financial institution" includes, but is not limited to, banks, trust companies, savings banks, commercial banks, building and loan associations, savings and loan companies or associations, credit unions, industrial loan companies, thrift companies and brokerage firms.
- (4) Safe Deposit Boxes. To have access at any time or times to any safe deposit box rented to me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish any safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my attorney to exercise this power.
- (5) Insurance and Annuities. To take any actions with respect to any insurance or annuity contracts in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire additional insurance coverage of any type or additional annuities; continue existing insurance or annuity contracts; agree to modifications in the terms of insurance or annuity contracts in which I have an interest; borrow against insurance or annuity contracts in which I have an interest, to the extent allowed under the contract terms; change beneficiaries under existing contracts and name beneficiaries under new contracts, including the power to designate my Agent as the

beneficiary; receive dividends, proceeds, and other benefits generated by the contracts; and transfer interests in insurance or annuity contracts to the extent permitted under the terms of those contracts.

(6) Beneficial Interests. To take any actions with respect to any probate estate, trust, conservatorship, guardianship, escrow, custodianship, or other fund/entity in which I have a beneficial interest when this Power is executed, or in which I later acquire an interest, including the power to accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund/entity; demand or obtain by litigation or otherwise money or other things of value to which I am, may become, or claim to be entitled by reason of the fund/entity; initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary; and conserve, invest, disburse, and use anything received for an authorized purpose.

(7) Retirement Plans and Benefits. To take any actions to maintain or participate in any retirement plan in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to select the manner in which benefits under the plan are to be paid; designate beneficiaries under the plan, including the power to designate my Agent as the beneficiary; make voluntary contributions to the plan; make rollovers from one plan into another, and deal in any manner necessary with the Social Security Administration.

(8) Claims and Litigation. To take any actions with respect to any claim that I may have or that has been asserted against me and with respect to any legal proceeding in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to institute, prosecute, and defend legal proceedings and claims on my behalf; file actions to determine adverse claims, seek preliminary, provisional, or intermediate relief on my behalf; apply for the enforcement or satisfaction of judgments that have been rendered in my favor; participate fully in the development of claims and proceedings; submit any dispute in which I have an interest to arbitration; submit and accept settlement offers and participate in settlement negotiations; handle all procedural aspects, such as service of process, filing of appeals, stipulations, verifications, waivers, and all other matters in any way affecting the process of any claim or litigation; and satisfy judgments that have been rendered against me.

(9) Tax Matters. For any tax year for which the statute of limitations has not run and to the tax year in which this durable power of attorney was executed and any subsequent tax year, to prepare and file any and all documents and take all actions that are necessary or that my Agent believes to be desirable with respect to my local, state, or federal tax liability, including the power to participate in audits; exercise my rights to protest and appeal assessments; pay amounts due to the appropriate taxing authority; execute waivers, consents, closing agreements, and similar documents related to my tax liability; participate in all procedural matters connected with my tax liability; and exercise any

elections that may be available to me under applicable state or federal tax laws or regulations.

(10) Personal and Family Maintenance. To conduct my personal affairs and to discharge any and all obligations I may owe to myself and to family members and other third persons who are customarily or legally entitled to my support when this Power is executed, or that are undertaken thereafter, including the power to take steps to ensure that our customary standard of living is maintained; continue existing charge accounts, open new charge accounts, and make payments thereon; provide for transportation; maintain correspondence; prepare, maintain, and preserve personal records and documents; and maintain membership in any social, religious, or professional organization and make contributions thereto.

(11) Business Interests. To conduct or participate in any lawful business of whatever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and attorneys; carry out the provisions of any agreement for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options;

(12) Transfer to Trust. To transfer and convey to the Trustee or co-Trustees then acting of the trust agreement hereinabove referenced any or all assets now or at any time or times hereafter standing in my name or representing my interest in assets owned jointly, commonly, or otherwise with any other person or persons, including, without limitation, real estate, ownership rights in insurance policies of all kinds, cash, checks (particularly government and insurance checks), stocks, bonds, securities, and properties of all kinds; and pursuant to such purpose to terminate savings, checking, safekeeping, agency, investment advisory, and custody accounts in my name, alone or with others, at any bank or broker, by directing that all or any part of the balance therein, including all cash, stocks, bonds, and other securities and property, subject to any indebtedness secured thereby, be transferred and delivered to said Trustee or co-Trustees.

**2.B. General Grant of Powers.** Except for those actions that conflict with or are limited by another provision in this Power, I give my Agent the power to act as my alter ego with respect to all matters and affairs that are not included in the other provisions in this Power, to the extent that a principal can act through an agent. This paragraph does not authorize my Agent to make health care decisions.

**2.C. Incidental Powers.** In connection with the exercise of any of the powers described in the preceding paragraphs, I give my Agent full authority, to the extent that a principal can act through an agent, to take all actions that my Agent believes necessary, proper, or convenient, to the extent that I could take such actions myself, including the power to prepare, execute, and file all documents and maintain records; enter into contracts; hire, discharge, and pay reasonable compensation to attorneys, accountants, expert witnesses, or other assistants; execute, acknowledge, seal, and deliver any instrument.

2.D. **Determination of Incapacity.** For all purposes under this Power, I shall be deemed "incapacitated" if and so long as a court of competent jurisdiction has made a finding to that effect or a guardian or conservator of my person or estate duly appointed by a court of competent jurisdiction is serving, or upon certification by two physicians (licensed to practice under the laws of the state of my residency) that I am unable to properly care for myself or for my person or property, which certification shall be made by each physician in a written declaration under penalty of perjury. A certified copy of the decree declaring incapacity or appointing a guardian or conservator, or the physicians' certificates shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

2.E. **Capacity Regained.** After a determination of incapacity, I shall be deemed to have regained capacity by a finding of a court of competent jurisdiction to that effect, or when the guardianship or conservatorship for me has been judicially terminated, or upon certification by two physicians (licensed to practice under the laws of the state of my residency) that I am capable of properly caring for myself or am able to manage my person or property, which certification shall be made by each physician in a written declaration under penalty of perjury. A certified copy of the decree declaring my regained capacity or terminating the guardianship or conservatorship, or the physicians' certificates, shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

### III. AMPLIFYING PROVISIONS

3.A. **Reimbursement for Costs and Expenses.** My Agent shall be entitled to reimbursement from my property for expenditures properly made in the execution of the powers conferred by me in this Power. My Agent shall keep records of any such expenditures and reimbursement.

3.B. **No Compensation.** My Agent shall not be entitled to compensation for the services rendered in the execution of any of the powers conferred by me in this Power.

3.C. **Reliance by Third Parties.** To induce third parties to rely upon the provisions of this Power, I, for myself and on behalf of my heirs, successors, and assigns, hereby waive any privilege that may attach to information requested by my Agent in the exercise of any of the powers described herein. Moreover, on behalf of my heirs, successors, and assigns, I hereby agree to hold harmless any third party who acts in reliance upon this Power for damages or liability incurred as a result of that reliance.

3.D. **Ratification.** I ratify and confirm all that my Agent does or causes to be done under the authority granted in this Power. All instruments of any sort entered into in any manner by my Agent shall bind me, my estate, my heirs, successors, and assigns.

3.E. **Exculpation.** My Agent shall not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but shall be liable for any willful misconduct or gross negligence.

3.F. **Revocation and Amendment.** I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this document and to substitute other attorneys in fact in place of the Agent herein named. Amendments to this document shall be made

in writing by me personally (not by my Agent) and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

**IV. GENERAL PROVISIONS**

4.A. **Nomination of Conservator.** If proceedings are initiated for the appointment of a conservator of my estate, I hereby nominate my Agent as such conservator. I hereby waive the requirement of a bond.

4.B. **Photostatic Copies.** Persons dealing with my Agent may rely fully on a photostatic copy of this Power.

4.C. **Severability.** If any of the provisions of this Power are found to be invalid for any reason, such invalidity shall not affect any of the other provisions of this Power, and all invalid provisions shall be wholly disregarded.

4.D. **Governing Law.** All questions pertaining to validity, interpretation, and administration of this Power shall be determined in accordance with the laws of the State of Mississippi.

4.E. **Understanding of Document.** I understand that this Power is an important legal document: (1) this document provides my Agent with broad powers to dispose of, sell, convey, and encumber my real and personal property; (2) the powers granted in this Power will exist for an indefinite period of time unless I limit their duration by the terms of this Power or revoke this Power, and they will continue to exist notwithstanding my subsequent disability or incapacity; and (3) I have the right to revoke or terminate this Power at any time.

This Durable Power of Attorney is executed by me on this 1 day of March, 2006, in De Soto County, Mississippi.

*Joseph William Camadecca*  
JOSEPH WILLIAM CAMADECCA Sr.

STATE OF MISSISSIPPI )  
 ) ss.  
COUNTY OF DE SOTO )

Personally appeared before me, the undersigned authority in and for said county and state, on this 1 day of March, 2006, within my jurisdiction, the within named JOSEPH WILLIAM CAMADECCA Sr., who acknowledged that he executed the above and foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires Jan. 7, 2008

*W.E. Dasko Chancery Clerk*  
NOTARY PUBLIC  
*By: James [Signature] DC*

My commission expires: \_\_\_\_\_