

This
AFFIDAVIT OF TRUST
Prepared for
TERRIL L. GIBSON
and
JUDY A. GIBSON

Deason Law Firm
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Austin

Affidavit of Trust

The undersigned Trustors and Trustees hereby certify the following:

1. The following Living Trust is the subject of this Affidavit:
THE GIBSON FAMILY TRUST, dated July 10, 2008, and any amendments thereto.
2. The Current Trustees of the Trust are:
TERRIL L. GIBSON and JUDY A. GIBSON
3. The Trustees currently serving are:
TERRIL L. GIBSON and JUDY A. GIBSON
4. Our Trust is a grantor trust under the provisions of Sections 673-677 of the Code. Either TERRIL L. GIBSON's Social Security Number, 518-44-4028, or JUDY A. GIBSON's Social Security Number, 587-18-8650, may be used as the tax identification number for our Trust.
5. 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 1-3) - Creation of Our Trust (Identity of Current Trustees)
Article Three - Trustees (Successor Trustees)
Article Four - Lifetime Rights of Trustors (Statement of Revocability)
Article Thirteen - Trustee Provisions
Article Fourteen - Powers of Our Trustee
Article Fifteen - Other Trust Provisions
6. 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 Trustees.
7. The signatories of this Affidavit declare that the foregoing statements and the attached Trust provisions are true and correct, under penalty of perjury.
8. This Affidavit was executed in the City of Yuma, Arizona, on July 10, 2008.

THE GIBSON FAMILY TRUST

Article One - Creation of Our Trust

Section 1. Parties

Our Trust Agreement, dated July 10, 2008, is made between TERRIL L. GIBSON, also known as TERRIL LYNN GIBSON, and JUDY A. GIBSON, also known as JUDY ARTMANN GIBSON, (collectively referred to as "Trustors"), and the Current Trustees as appointed under Section 4 of Article Three.

Section 2. Trust Name

Our Trust may be referred to as:

THE GIBSON FAMILY TRUST, dated July 10, 2008.

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

TERRIL L. GIBSON and JUDY A. GIBSON, Trustees, or their successors in trust, under THE GIBSON FAMILY TRUST, dated July 10, 2008, and any amendments thereto.

Section 3. Trust is Revocable

Our Trust is a revocable trust. Our Trust is a grantor trust under the provisions of Sections 673-677 of the Code. Either TERRIL L. GIBSON's Social Security Number, 518-44-4028, or JUDY A. GIBSON's Social Security Number, 587-18-8650, may be used as the tax identification number for our Trust.

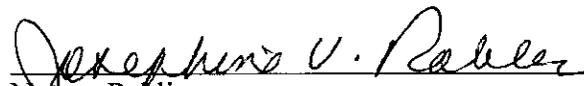
Trustors and Trustees:

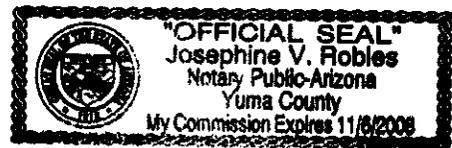

TERRIL L. GIBSON


JUDY A. GIBSON

STATE OF ARIZONA)
COUNTY OF YUMA) SS

The foregoing instrument was acknowledged before me on this July 10, 2008 by TERRIL L. GIBSON and JUDY A. GIBSON.


Notary Public



Prepared by:
Lawrence L. Deason
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Article Three - Trustees

Section 1. Definition

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 Successor or Co-Trustees (if multiple trustees are serving), unless the context requires otherwise.

Section 2. Trustee's Resignation

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 are then minors, 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. Trustee's Removal

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

a. Trustors Are Both Alive and Competent

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

b. One Trustor 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 Other than Trustors

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 Legal Representatives, shall have the discretion and power to remove any serving Trustee of such separate trust at any time for cause, as defined under Section 20 of Article Fifteen. The serving Trustee who is being removed for cause may accept such removal, or may, within thirty days of receiving written notice of removal, petition a court of competent jurisdiction for

a determination as to whether sufficient cause exists for such Trustee's removal and shall continue to serve until otherwise ordered by such court. A majority in interest of the then living income beneficiaries of any trust hereunder (in the case of a minor beneficiary, the legal guardian or natural parent of the minor beneficiary) shall have the right to remove any corporate trustee of such trust by a written instrument duly acknowledged and delivered to such corporation. Concurrent with the exercise of this right, the income beneficiaries (in the case of a minor beneficiary, the legal guardian or natural parent of the minor beneficiary) shall appoint a successor corporate trustee by a written instrument duly acknowledged and delivered to the corporation appointed successor trustee; provided, however that such corporation must be a trust company or bank possessing trust powers organized under the laws of the United States of America or one of the states thereof and it must have under its management a minimum of One Hundred Million Dollars (\$100,000,000) in trust assets. Upon receipt by the removed corporation of the written notice of acceptance of appointment by the successor corporation, the removed corporation shall forthwith surrender and deliver to the successor corporate trustee all of the assets in the trust estate, and the trusteeship of the removed corporation shall terminate.

d. Notice to Removed Trustee

Unless a serving Trustee has petitioned, or will petition within thirty days, a court as provided in the paragraphs above, 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 within 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

Unless petitioning the court as provided above, 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. Appointment of Trustees

a. During our Joint Lifetimes

We shall serve as the Current Trustees. If for any reason either of us is unwilling or unable to serve as Trustee the other Trustor shall become sole Trustee. It is our intent that in the event neither of us is willing or able to serve as Trustee while both of us are living, that there should always be two Co-Trustees serving. Thus, if for any reason both of us are unwilling or unable to serve as Trustee while both of us are living, then a Successor Trustee (or Co-Trustees) designated by Trustor

One and a Successor Trustee (or Co-Trustees) designated by Trustor Two shall serve as Co-Trustees of our Trust. It is the intent of the Trustors that the Trustee(s) serving for Trustor One, collectively, shall have equal trust powers as those Trustee(s) serving for Trustor Two, collectively, irrespective of the number of actual Trustees serving. If for any reason a Co-Trustee designated by Trustor One or by Trustor Two were unwilling or unable to serve as Trustee, then the next Successor Trustee designated by such Trustor shall become Co-Trustee. In the event that either or both Trustors' lists of designated Successor Trustees are exhausted, then a Co-Trustee shall be appointed as provided in **Section 5** of this Article.

b. Designation of TERRIL L. GIBSON's Successor Trustees

TERRIL L. GIBSON's first Successor Trustee shall be WILLIAM RUSSELL GIBSON. If for any reason WILLIAM RUSSELL GIBSON were unwilling or unable to serve as Trustee, then DONNA MARIE GIBSON shall serve as Trustee.

c. Designation of JUDY A. GIBSON's Successor Trustees

JUDY A. GIBSON's first Successor Trustee shall be ANTOINETTE RENEE TUTTLE. If for any reason ANTOINETTE RENEE TUTTLE were unwilling or unable to serve as Trustee, then BILLY CARROLL BEASLEY shall serve as Trustee.

Section 5. Trust(s) for Beneficiaries

Unless otherwise provided under our Trust Agreement, if any share or trust created under our Trust is for the benefit of our beneficiaries, the then serving Trustee (the Current Trustee or the Successor Trustee appointed under Section 4 of Article Three, as the case may be) shall act as the Trustee of such share or trust. If the list of Successor Trustees appointed under Section 4 of Article Three has been exhausted, then a Trustee for such share or trust shall be appointed under the provisions of Section 5 of this Article. The above provisions may also be limited as set forth in Section 9 of this Article.

Section 6. No Designated and Qualified Successor Trustees

If at any time there is no Trustee acting under our Trust Agreement and there is no person or entity designated and qualified as a Successor Trustee, a majority in interest of the beneficiaries then eligible to receive distributions of income or principal under our Trust Agreement, or their Legal 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 7. Rights, Responsibilities and Duties 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 an Current 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 8. Co-Trustee's Responsibility for 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 9. Special Co-Trustee Provisions

The function of the Special Co-Trustee is to protect the financial resources controlled and governed by our Trust and the interests of the beneficiaries.

a. Appointment of Special Co-Trustees

In the event a Special Co-Trustee is needed to act, the first Successor Trustee who is independent within the meaning set forth in Code Section 672(c) shall act as Special Co-Trustee, or if no such individual is available, a majority of the Successor Trustees designated under Section 4 of this Article, shall have the right to designate by written instrument a Special Co-Trustee who is qualified, as defined in Paragraph b. hereunder.

b. Qualifications of Special Co-Trustee

A candidate for service as Special Co-Trustee must be independent and may not be related to, or be subordinate to, any member of our family or the family of any direct or indirect beneficiary. Any person who provides professional services to any one or more members of our family is not per se a prohibited person if compensation for services rendered constitutes, excluding compensation for service as Special Co-Trustee, two percent or less of his, her or its income during any calendar year.

c. Special Co-Trustee May Not Serve as Trustee

Except for the special fiduciary authority given to a Special Co-Trustee, a Special Co-Trustee, including any Successor Special Co-Trustee, may not serve as a Trustee. This is in keeping with our intent and purpose that the Special Co-

Trustee's only interest will be to protect the financial resources governed by our Trust Agreement and the beneficiaries thereto. It is further provided and required that the Special Co-Trustee may never have any personal financial interest in any property of our Trust or in the outcome of any transaction or any business by or for our Trust other than the payment of a fair and reasonable compensation for his, her or its services as the Special Co-Trustee. The responsibilities of the Special Co-Trustee shall be limited to the exercise of the power, duty, or discretionary authority as provided throughout our Trust Agreement. Said Special Co-Trustee shall not be concerned with, nor shall have, any authority with respect to any other aspects of administration of our Trust Estate.

d. Special Fiduciary Authority of Special Co-Trustee

In addition to the authority specifically given to the Special Co-Trustee under various provisions throughout our Trust Agreement, the Special Co-Trustee will have the authority to perform any one or more of the following functions to the extent that the discretionary authority of our Trustee to perform a function might constitute an act of self-dealing or might jeopardize the tax status of our Trust.

1. Valuation

The value of certain property of our Trust may not be readily ascertainable, for example, real estate and securities held in a closely held corporation, partnership, limited liability company or other investment or business organization. Marketable securities shall be included in this category if and to the extent that market quotations are not readily available for trades of the security in an established securities market. Whenever our Trustee's right to determine the value of this kind of property may be self-serving or may produce a possible conflict of interest or adverse taxation issues, the Special Co-Trustee is to value the property of our Trust.

2. Voting Rights

Whenever our Trustee's right to vote an equity interest in a corporation, partnership, Limited Liability Company, investment trust or business trust or other entity may be interpreted as self-serving or may produce a possible conflict of interest or adverse taxation issues, the Special Co-Trustee will have the right to vote the equity interest. Voting rights will include decision-making authority with regard to the sale, exchange, or liquidation of any equity interest in a closely held corporation, partnership, Limited Liability Company, investment trust or business trust or other entity.

3. Life Insurance Policies

Whenever our Trustee's rights as to the control and maintenance of a life insurance policy or any interest in a life insurance policy could result in the inclusion of the proceeds of the policy in the estate of the insured for tax purposes, decision making with regard to a life insurance policy or interest in a policy is to be made by the Special Co-Trustee.

4. Discretionary Distributions of Trust Income and Principal

To the extent our Trustee has the discretionary authority to make distributions of income or principal to or among beneficiaries or to retain all or any part of the income, and to the extent this discretionary authority may result in, or appear to be, a conflict of interest or an opportunity for self-dealing or may produce adverse tax consequences, the Special Co-Trustee is to make all decisions with regard to the discretionary distributions of income and principal and the retention of income.

5. Gifting Powers

To the extent our Trustee has the authority to make gifts of income or principal to such Trustee and to the extent this authority to gift may result in, or appear to be, a conflict of interest or an opportunity for self-dealing or may produce adverse tax consequences, the Special Co-Trustee is to make all decisions with regard to any gifts made to such Trustee.

6. Property Located In Another Jurisdiction

The Special Co-Trustee may appoint an Ancillary Trustee to control and administer property located in another jurisdiction.

e. Amendment Powers

1. Changes in Law or Beneficiary Circumstances

The Special Co-Trustee may, from time to time, amend our Trust Agreement, including any sub-trust created hereunder, to address changes in federal or state law, or other circumstances which may affect our Trust and its beneficiaries or to delete provisions rendered obsolete due to changes in law or beneficiary circumstances. In exercising such power, the Special Co-Trustee

shall consider the overall best interest of the present and future beneficiaries and shall be guided by what the Special Co-Trustee believes, in his or her discretion, would have been our intent in light of such changed circumstances.

2. Repeal of Federal Death Taxes

In the event of the repeal of the federal estate tax and generation-skipping transfer tax (as currently set forth in Chapters 11 and 13 of the Code) after the death or disability of both of us, the Special Co-Trustee may terminate our Trust Agreement, or any sub-trust created hereunder, by distributing the trust principal to our living descendants in whatever proportion the Special Co-Trustee deems appropriate. In exercising such power, the Special Co-Trustee shall, in addition to the factors set forth in the preceding paragraph, consider the following:

- A. The enactment of any federal income, capital gains or other tax which would impact adversely on, or offset, the tax benefits of any proposed trust or sub-trust termination;
- B. The benefits afforded to the beneficiaries by the continuation of our Trust, such as protection against the claims of judgment creditors, divorcing spouses, and insulation from the reach of governmental agencies; and
- C. The likelihood of re-enactment of a federal estate, gift, or generation-skipping transfer tax or comparable tax which would subject our Trust Estate to the imposition of such tax or taxes in the hands of, or upon lifetime or testamentary transfers by, the beneficiaries to whom our Trust Estate would have been distributed upon termination.

f. Consultation

Our Trustee is authorized to consult with the Special Co-Trustee as to any matter relating to the investment of assets, discretionary distributions and the use of principal, tax matters, dealings with the beneficiaries, and any other matter

relating to the administration of our Trust in keeping with the objectives and purpose of this Trust Agreement. Our Trustee will not be liable for any act or omission to act if acting according to the written instructions of, or with the written consent of, the Special Co-Trustee.

g. Accounting and Transaction Reports

The Special Co-Trustee will have the authority to receive and review any and all accounting reports, records, tax returns, transaction reports and ownership records concerning our Trust. All records of our Trust must be open for inspection at all reasonable times by the Special Co-Trustee.

h. Resolution of Disputes

The Special Co-Trustee may unilaterally resolve any dispute, claim or conflict between beneficiaries, including those who have, or claim to have, a present or future interest in property, between a beneficiary and a trustee, or between trustees. Such resolution shall be binding on all parties to our Trust and shall not be subject to review.

No one may file or instigate a claim in a court of law without first submitting the claim to the Special Co-Trustee for resolution together with detailed supporting information and a detailed supporting memorandum of law. In the event the Special Co-Trustee finds the supporting information or memorandum of law insufficient, the Special Co-Trustee may request such additional information as the Special Co-Trustee reasonably feels necessary to resolve such claim. The Special Co-Trustee may employ, and may act upon the advice of, legal counsel in making a resolution of any issue of fact and law. The Special Co-Trustee may submit the claim or dispute for mediation and/or binding arbitration. Subsequent to his or her review, the Special Co-Trustee may give any claimant the authority to file and maintain an action in a court of law. Whenever a dispute, conflict, or claim involves an interpretation or construction of our Trust Agreement, the Special Co-Trustee may file an action in a court of competent jurisdiction for the interpretation and construction of such Trust Agreement, or the Special Co-Trustee may instruct our Trustee to do so.

i. Business Judgment

The Special Co-Trustee is permitted and authorized to exercise "Business Judgment" in the course of service in the capacity of Special Co-Trustee. The Special Co-Trustee will not be liable for any act or omission to act unless it is conclusively established that the act or omission to act was motivated by an actual intent to harm our Trust or a beneficiary of our Trust or is an act of self-dealing for personal pecuniary benefit. Our Trust will pay or reimburse the costs of defending and/or settling any claim made against the Special Co-Trustee unless it

is conclusively established that the Special Co-Trustee's conduct was motivated by an actual intent to harm our Trust or a beneficiary of our Trust. All provisions of our Trust Agreement that limit the liability of our Trustee will likewise apply in limiting the liability of the Special Co-Trustee.

j. Authority of Successor Special Co-Trustee

A Successor Special Co-Trustee will have all of the authority and duties of the Special Co-Trustee by original appointment, but will not be responsible for the acts, or omissions to act, of his, her, or its predecessor.

k. Compensation

A Special Co-Trustee may receive reasonable compensation as an expense of administration. The Special Co-Trustee is entitled to reasonable reimbursement for expenses and costs incurred on behalf of our Trust. Payment of compensation shall be from the funds of our Trust.

l. Bond

Unless otherwise required in written articles of appointment, the Special Co-Trustee will serve without the requirement of bond or other security.

Article Four - Lifetime Rights of Trustors

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 such 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 to such distribution; shall be under no obligation to seek the approval, verification, or the 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. Incapacity of a Trustor

a. 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 conclusively presumed that such Trustor intends to return home.

b. Distribution of Income and Principal

Our Trustee, during any period of a Trustor's incapacity, shall pay to such Trustor's legal 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. Distribution of Income and Principal for Non-Incapacitated Trustor

After making payments authorized under Section 2.b. of this Article, during any period of such 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 such other Trustor's health, education, maintenance and support, taking into consideration such other Trustor's income and resources. Any undistributed net income shall be added to principal.

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

a. Power to Revoke and Amend While Both 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 the Marital Trust, if any, and any subtrusts created under the Family Trust and Marital Trust, if any, 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 that either Trustor may exercise under the terms of this Trust Agreement other than (i) an amendment by Will, or (ii) any right or power that would constitute a general power of appointment if held by an Attorney-in-Fact, 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 such Trustor. Only if no such Attorney-in-Fact is then available may a legal representative appointed by a court of competent jurisdiction exercise such right or power.

Other than as provided in this Section, 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 nominees 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 legal 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 our 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 Centers for Medicare and Medicaid Services 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 to pay such assets over in whole or in part as reimbursements to such state agency, in either of which events that portion of 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 Article Six through Article 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 Provisions

Section 1. Co-Trustees Voting Provisions

a. Specific Co-Trustee May Act Independently

Notwithstanding any other provisions of our Trust Agreement, if any of the following is serving as a Co-Trustee of any Trust under our Trust Agreement, such Co-Trustee may make decisions and bind our Trust in the exercise of all powers and discretion granted to the Trustees without the consent of any other Trustee:

TERRIL L. GIBSON
JUDY A. GIBSON

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 discretion 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. Special Co-Trustee Resolves Disputes

Other than as provided in Section 1.a of this Article, if the Trustees are not able to reach an agreement on any decision as set forth in this Section, they shall consult with the Special Co-Trustee as provided under Section 9 of Article Three of our Trust Agreement.

Section 2. Delegation of Trustee Powers and Discretion

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 any or all of such Co-Trustee's powers and discretion by an instrument in writing delivered to the other Co-Trustees and may revoke such designation at will in the same manner; provided, however, the foregoing shall not apply to a "Special Co-Trustee" appointed under Special Co-Trustee Provisions of Article Three. For example, a Co-Trustee may authorize withdrawals of trust funds from any savings and/or checking account upon the signature of one of the others serving as Co-Trustee. Also, a Co-Trustee may authorize the opening and

maintaining of bank accounts or safe deposit boxes, in the name of the Co-Trustee, with any bank, trust company or savings and loan association authorized and doing business in any state of the United States of America, and may authorize such bank, trust company or savings and loan association to make distributions to or for the benefit of the beneficiaries hereunder. Additionally, if a corporation, bank or trust company and an individual serve as Co-Trustees, the individual Co-Trustee shall not be obligated (but may so act if he or she wishes) to sign or countersign checks for disbursements of trust funds held by the corporation, bank or trust company. The delegating Co-Trustee shall incur no liability to any beneficiary of any trust created hereunder with respect to the administration of such trust during the period of any such delegation. Whenever the Trustors are collectively acting as the "Trustee," they shall be treated as "Co-Trustees" for purposes of this Section.

Section 3. No Trustee 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. Compensation of Trustee

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. 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 - Powers of Our Trustee

Section 1. Powers

In addition to any power hereinafter specifically granted to our Trustee, it is our intention that our Trustee has all powers granted to a trustee under state law, as well as those powers 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 investment of Trust assets shall be governed by the Uniform Prudent Investor Act, as enacted under the statutes that govern our Trust. If the Uniform Prudent Investor Act has not been enacted by the state whose law governs this document, then the Uniform Prudent Investor Act itself shall apply. Notwithstanding the foregoing, the Surviving Trustor shall not be liable for investment decisions, except for acts or omissions to act of gross negligence or intentional misconduct.

a. Retention of Property

Our Trustee shall have the power to retain any ownership interest, partial or complete, in real property, farming and other family business enterprises, as well as other illiquid investments, such as restricted securities transferred, devised or bequeathed to our Trustee, regardless of any lack of diversification, risk, or non-productivity and regardless of whether or not such property is of a character authorized by state law for the investment of trust funds. Our Trustee shall have the power to continue the operation of any such property or business enterprises at the risk of our Trust Estate as long as our Trustee believes that the retention of such property is in furtherance of our goals in creating our Trust and is in the best interest of our beneficiaries. Notwithstanding the above, the Surviving Trustor shall have the power to require underproductive property to be made reasonably productive. Our Trustee shall diversify the balance of our Trust Estate in accordance with the Uniform Prudent Investor Act, as enacted under the statutes that govern our Trust.

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 non-managing member) and to effect any form of incorporation, dissolution, liquidation or reorganization, including, but not limited to, the 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. Banking Powers

Our Trustee shall have the following additional powers regarding financial transactions:

1. Existing Accounts

Our Trustee may continue, modify, and terminate an account or other prior banking arrangement.

2. New Accounts

Our Trustee may establish any type of account (including, but not limited to, checking, savings, and certificates of deposit) or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, industrial loan company, brokerage firm, or other financial institution.

3. Establishing, Entering and Closing Safe Deposit Boxes

Our Trustee may open a new safe deposit box or space in a bank vault, access an existing safe deposit box or vault space containing trust property and withdraw or add to its contents, or close a safe deposit box or space in a bank vault.

4. Contracting Services

Our Trustee may contract to procure other services that our Trustee considers appropriate which are offered by banks or other financial institutions.

5. Checks, Drafts, and Negotiable Paper; Withdrawals

Our Trustee may make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or non-negotiable paper of ours, or payable to us or to our order, and deposit or receive the cash or other proceeds of those transactions. Furthermore, our Trustee may withdraw by

check, order, or otherwise our money or property deposited with or left in the custody of a financial institution.

6. Receiving Negotiable or Non-Negotiable Instruments

Our Trustee may receive for us and act upon a sight draft, warehouse receipt, or other negotiable or non-negotiable instrument.

7. Letters of Credit, Credit Cards, and Travelers Checks

Our Trustee may apply for and receive letters of credit, credit cards, and traveler's checks from a financial institution, and give an indemnity or other agreement in connection with letters of credit as our Trustee finds necessary for the proper maintenance of trust property and financial needs.

8. Extensions to Pay

Our Trustee may consent to extend the time of payment, due to or from us, with respect to any financial transaction with a bank or other financial institution.

e. Make Investments

Our Trustee shall have the power to invest in any type of investment that plays an appropriate role in achieving the investment goals as set forth in our Trust Agreement, which investment shall be considered as part of the total portfolio. No category or type of investment shall be prohibited. We specifically do not wish to limit the universe of trust investments in any way other than is dictated by our Trustee's exercise of reasonable care, skill and caution. In connection with our Trustee's investment and management decisions with respect to our Trust, our Trustee is specifically entitled to take into account general economic conditions, the possible effect of inflation or deflation, the expected tax consequences of investment decisions or strategies, the role that each investment or course of action may play within the overall trust portfolio that may include financial assets, interests in closely held enterprises, tangible and intangible personal property, and real property; the expected total return from income and the appreciation of capital, and the asset's special relationship or special value, if any, to the purposes of our Trust or to one or more of the beneficiaries. Our Trustee shall not be limited to any one investment strategy or theory, including modern portfolio theory, the efficient markets theory or otherwise, but should be free to consider any appropriate investment strategy or theory under all circumstances.

Our Trustee may delegate investment and management functions that a prudent person of comparable skills would properly delegate under the circumstances. Should our Trustee delegate such function, our Trustee shall exercise reasonable care, skill and caution in selecting an Investment Advisor and shall establish, in writing, the scope and terms of the delegation consistent with the purposes and terms of our Trust. Such writing shall cover the terms of the Investment Advisor's duties and describe the Trust assets to be managed by the Investment Advisor.

Notwithstanding the general powers of our Trustee, the following provisions shall apply to each trust from time to time held hereunder which is being managed by an Investment Advisor (subject to any limitations or modifications contained in the written agreement between our Trustee and such Investment Advisor or Advisors):

1. Our Trustee shall follow the directions of the Investment Advisor with respect to the retention, purchase, sale or encumbrance of our Trust assets subject to management by such Investment Advisor and the investment and reinvestment of any funds derived from those assets, and shall have no duty to make or participate in making any decision regarding the same. The sole authority and discretion regarding the management of such assets shall belong to the Investment Advisor.
2. So long as our Trustee follows the direction or advice of the Investment Advisor, our Trustee shall be under no duty to review the assets subject to such Investment Advisor's management or to make any recommendations with respect to the investment or reinvestment thereof or to determine whether any direction or advice received from the Investment Advisor is proper.
3. Our Trustee shall not be accountable for any loss or depreciation in value sustained by reason of any action: (i) taken with the direction or approval of the Investment Advisor, or (ii) not taken by reason of direction, disapproval or inaction by the Investment Advisor pursuant to the preceding provisions of this Section 1.e. In addition, our Trustee may issue proxies to vote all securities included among the assets subject to management by the Investment Advisor, and our Trustee shall not thereafter be liable for the manner in which those securities are voted, for any direct or indirect result of that voting, or for any failure to vote such securities.

4. Except as modified by the provisions of this Section i.e., the powers and duties of our Trustee with respect to the assets of our Trust Estate managed by an Investment Advisor shall be the same as those with respect to all other assets of our Trust Estate.
5. An Investment Advisor, by written notice to our Trustee, may resign at any time, or may, from time to time, waive any or all such Investment Advisor's rights, powers and duties. By accepting the delegation of the trust asset management function and acting as Investment Advisor, such Advisor submits to the jurisdiction of the courts of this state. An Investment Advisor shall be entitled to reasonable compensation, and such compensation shall be paid from the assets of our Trust and may be charged, in our Trustee's discretion, to income or principal, or partly to each. Our Trustee shall incur no personal liability for the payment of such fees. The rights and powers herein conferred to an Investment Advisor shall be exercisable only in a fiduciary capacity.

f. Manage Securities

Our Trustee shall have the power to buy, sell and trade in securities of any nature, including options, futures contracts, short sales, and for such purposes, may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by our Trustee with such brokers as security for loans and advances made to our Trustee. Our Trustee shall have all the rights, powers and privileges of any owner with respect to securities held in trust, including, but not limited to, the power to vote and give proxies and pay assessments or other charges, participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and, in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as our Trustee may deem advisable, and do all other acts which persons of prudence, discretion and intelligence would do or take for their own account.

g. Allocation of Principal and Income

Except as otherwise specifically provided in our Trust Agreement, the determination of all matters with respect to what is principal and income of our Trust Estate (including the power of adjustment between principal and income under Section 104 of the Uniform Principal and Income Act of 1997 or similar provision under the law that governs this document), and the apportionment and

allocation of receipts and expenses between these accounts shall be governed by the provisions of the Uniform Principal and Income Act of 1997 as from time to time enacted by the state statute which governs our Trust Agreement. Any such matter not provided for either in our Trust Agreement or under the Uniform Principal and Income Act of 1997 shall be determined by our Trustee in our Trustee's discretion.

Our Trustee's powers shall be subject to our Trustee's duty to treat income beneficiaries and remainder beneficiaries equitably, except as provided below:

1. A reasonable reserve for the depreciation of all income-producing, depreciable real and personal property, and capital improvements and extraordinary repairs on income-producing property, shall be charged to income from time to time;
2. A reasonable reserve for the depletion of all depletable natural resources, including, but not limited to, oil, gas and mineral, and timber property, shall be charged to income from time to time;
3. Distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal;
4. A reasonable reserve for the amortization of all intangible property having a limited economic life including, but not limited to, patents and copyrights, shall be charged to income from time to time; and
5. All premiums paid and all discounts received in connection with the purchase of any bond or other obligation shall be amortized by making an appropriate charge or credit to income as the case may be; provided, however, our Trustee shall not set aside out of income a reserve for the depreciation, depletion, obsolescence, repair, replacement, improvement or amortization of capital assets (tangible or intangible) contributed to our Trust during our lifetimes or by Will upon the death of one or both of us. Further provided, if our Trust is a partner in a partnership, our Trustee shall be entitled to accept, with respect to such partnership interest, any accounting methods used by the partnership, regardless of whether such methods include depreciation reserves, regardless of the assumptions on which any such reserve may be based, and regardless of

whether such accounting methods are inconsistent with those methods used by our Trustee with respect to other property of our Trust Estate.

The income and principal of Retirement Assets and Annuities shall be governed by the provisions under Section 1 of Article Fifteen.

h. Sell, Exchange and Repair

Our Trustee shall have the power to manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair Trust property.

i. Lease

Our Trustee shall have the power to lease Trust property for terms within or beyond the terms of the Trust and for any purpose, including exploration for and removal of gas, oil and other minerals; and to enter into community oil leases, pooling and unitization agreements.

j. Permit Beneficiaries to Use or Reside Upon Trust Assets

Unless in conflict with the provisions of Section 3. e. of Article Fifteen, our Trustee may permit any beneficiary to reside upon or occupy any real property in our Trust Estate or use any personal property in our Trust Estate, upon such terms, provisions and conditions as our Trustee determines. Notwithstanding the above, to the extent that Section 5 of Article Fifteen grants the Surviving Trustor the right to reside upon Trust Estate property, such other provision shall take precedence and its terms and conditions shall prevail.

k. Borrow

Our Trustee shall have the power to borrow money for any trust purpose upon terms and conditions as our Trustee may deem proper and to obligate our Trust Estate for repayment; to encumber our Trust Estate or any of its property by mortgage, deed of trust, pledge or otherwise, using such procedure or procedures to consummate the transaction or transactions as our Trustee may deem advisable (including securing or guaranteeing a loan to either or both of us in our individual capacities for a purpose not connected with our Trust). Our Trustee shall have the power to borrow money on behalf of one trust from any other trust provided for under our Trust Agreement, and to obligate the borrowing trust to repay such borrowed money, provided that such loan shall be adequately secured and shall bear interest at current bank rates. Notwithstanding the above, the assets of the Family Trust may not be used to secure or guarantee a loan for the Surviving Trustor in his or her individual capacity, should such loan or guarantee cause

inclusion of such assets in the Surviving Trustor's estate. Furthermore, the assets of the Marital Trust, if any, may not be used to secure or guarantee a loan that would in any way endanger the federal estate Marital Deduction.

l. Guarantees

Our Trustee shall have the power to unconditionally or conditionally guarantee the payment of any and all indebtedness, advances, obligations and liabilities currently in existence or hereafter made, incurred or created by either or both of us, individually or jointly with others, or incurred or created by any person or any partnership (general or limited), or other legal entity, provided our Trustee holds an interest in such corporation, partnership or entity, and such guarantee benefits directly or indirectly our Trust Estate or its beneficiaries. Guarantees may be made to secure indebtedness, advances, obligations and liabilities to banks, savings and loans, real estate investment trusts, any and all institutional investors, persons, corporations, partnerships and other legal entities. Notwithstanding the above, the assets of the Family Trust may not be used to secure or guarantee a loan for the Surviving Trustor in his or her individual capacity, should such loan or guarantee cause inclusion of such assets in the Surviving Trustor's estate. Furthermore, the assets of the Marital Trust, if any, may not be used to secure or guarantee a loan that would in any way endanger the federal estate Marital Deduction.

m. Make Loans

Our Trustee shall have the power to lend Trust 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. Our Trustee shall also have the power to loan or advance our Trustee's own funds to our Trust for any Trust purpose, with interest at current rates, and to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of our Trust.

n. Purchase Assets from Trustor's Estate

Our Trustee may use Trust funds to purchase any securities or other property tendered to it by the Personal Representative or Executor of either of our estates or any Trustee of any trust established by us, at any time and from time to time at the then market value of such property. If there is any question as to the market value of such property, such value shall be determined by the Special Co-Trustee, as provided for under Section 9 of Article Three of our Trust Agreement.

o. Deal With Other Trusts

Our Trustee may advance cash or other assets to any other 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.

p. Insure

Our Trustee shall have the power to carry, at the expense of our Trust, insurance of such kinds and in such amounts as our Trustee deems advisable to protect our Trust Estate and our Trustee against any hazard.

q. Agents

Our Trustee shall have the power to employ managers, agents, attorneys, accountants, auditors, depositories and proxies, with or without discretionary powers, and to rely on the advice given by such advisors.

Our Trustee is specifically authorized, at our Trustee's discretion, to designate other parties as signors on accounts owned by the Trust. Any bank official or others, who rely upon our Trustee's appointment of other signors, are hereby authorized to rely upon such designation.

r. Litigation

Subject to the provisions of Section 9 of Article Three, our Trustee shall have the power to commence or defend, at the expense of our Trust, such litigation with respect to our Trust or any property of our Trust as our Trustee may deem advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of our Trust.

s. Accept Gifts

Our Trustee shall be authorized to accept gifts from any individual who desires to contribute to the principal of the respective trusts created hereunder. Such acceptance of any additional gift shall be in the discretion of our Trustee.

t. Pay Gift Taxes

If at any time any gift tax becomes due from either of us, by reason of our Trust Estate or any interest therein being includible for such tax purposes, such gift tax, together with interest, penalties, costs, Trustee's compensation and attorney's fees, in the discretion of our Trustee, may be paid by our Trustee from our Trust Estate, unless other adequate provision shall have been made therefore. Any such

payments shall be charged to the principal of the share of our Trust Estate or any interest therein so included for such tax purposes.

u. 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.

v. Corporate Fiduciary

If any stock of a corporate entity 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 the Special Co-Trustee appointed under Section 9 of Article Three.

w. 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.

x. 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 as 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 Sections 2032A of the Code to qualify for special farm-use valuation or the qualified family owned business interest deduction, or both.

y. 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 Section 2654(b) of the Code and the applicable regulations thereunder. Specifically, unless there is a Personal Representative, our Trustee has the authority to allocate any portion of our exemptions under Section 2631(a) of the Code to property as to which we are both the respective Transferors, including any property transferred by either of 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 Section 2652(a)(3) of the Code. If Sections 2631(a) or 2652(a)(3) of the Code are not interpreted to allow a Trustee to exercise such election, then a Personal Representative shall be appointed and is authorized to allocate our exemption and to exercise the said special election.

z. 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 thereby cause the termination of such trust or share, our Trustee (other than either of our estates 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, the Special Co-Trustee appointed under Section 9 of Article Three shall serve for the purpose of determining the advisability of termination and administering the termination process.

aa. 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 are 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.

bb. 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. 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.

cc. 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.

dd. Pay Death and Generation-skipping Transfer Taxes of Beneficiaries

Upon the death of any beneficiary other than us, 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 our Trust Estate (other than the Marital Trust, if any), unless other adequate provision shall have been made therefore. 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, without any 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 Legal 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.

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, 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 us, 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 Section 2503(e) of the Code. 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. 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.

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 (i) either or both of us are terminally ill and it is unlikely that one or both will live, and (ii) 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 Section 2503(b) of the Code 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 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; 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 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 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. For example, if our Wills or our Trust Agreement provides for the distribution of our estate to our children in equal shares upon our death, it is nevertheless 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: (i) five thousand dollars (\$5,000), or (ii) 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: (i) the Special Co-Trustee provided for under Article Three of our Trust Agreement consents in writing to the gift to such Trustee, (ii) our then living adult children (other than the Trustee) unanimously consent in writing to the gift to such Trustee, or (iii) 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 Section 1014 of the Code. 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.

e. 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 Section 2. 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 attorney's 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 or the Uniform Gifts 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 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 our Trust Estate:

A. 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

B. Review Records

To review our records and those of the currently acting Trustee (or of any partnership, limited liability company, or corporation in which our 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.

C. 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.

D. 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.

E. 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 our 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.

F. 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 interest of our Trust and its beneficiaries:

A. 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 the 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;

B. Bifurcate Trust

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

C. Appoint a Special Trustee

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

D. Abandon Property

Abandonment of such asset.

2. Termination of Trust or Distribution of Other Assets

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

A. Environmental Expenses Defined

Environmental expenses shall include, but are not limited to: (i) Costs of investigation, removal, remediation, response, or other clean-up costs of contamination by hazardous substances, as defined under any environmental law or regulation; (ii) Legal fees and costs arising from any judicial, investigative, or administrative proceeding relating to any environmental law or regulation; (iii) Civil or criminal fees, fines, or penalties incurred under any environmental law or regulation; and (iv) 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: (i) Any real property or business enterprise that is or has been at any time owned or operated by our Trustee as part of our Trust Estate; and (ii) Any

real property or business enterprise that is or has been at any time owned or operated by a corporation, limited liability company, or partnership, in which our Trustee holds or has held, at any time, an ownership or management interest as part of our 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 our 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 our Trust for the 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 the 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 - Other Trust Provisions

Section 1. Provisions Respecting Retirement Assets

a. Explanation of Section

It is our intent, and the sole purpose of the following provisions, to insure that the beneficiaries of our Trust who are subject to 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 such beneficiaries may be used to calculate the Minimum Required Distributions mandated by 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 our Trust Agreement, the following terms, whether or not capitalized, have the following meanings, unless the context very clearly indicates otherwise.

1. Retirement Plan and Retirement Plan Proceeds

The term "Retirement Plan" means an annuity, employee pension plan, a qualified or non-qualified 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 Sections 401(a), 403, or 408(a), (b) or (k) of the Code. The term "Retirement Plan Proceeds" 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 Section 402(c)(8)(B) of the Code and generally means any Retirement Plan that is eligible to receive a tax-free rollover.

3. Participant, Employee and Employee's Benefit

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" ("RBD") will have the meaning given by Section 401(a)(9) of the Code and the Treasury Regulations hereunder. The RBD generally refers to April 1st 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 five percent (5%) owner (as defined in Section 416 of the Code) the RBD may be April 1st following the calendar year in which the Participant retires, if later.

5. Applicable Date

The term "Applicable Date," as used in this Section, means September 30th of the year after the Participant's death.

6. Minimum Required Distribution Rules

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

7. Designated Beneficiary

A "Designated Beneficiary" means an identifiable individual who is entitled to any portion of Retirement Plan Proceeds, 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 Section 401(a)(9) of the Code, 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 Beneficiary

A "Contingent Beneficiary," for purposes of this Section only, is a Designated Beneficiary who is entitled to any portion of Retirement Plan Proceeds, 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 designation form or other document designating the beneficiary of Retirement Plan Proceeds, shall be interpreted to mean the then acting Trustee of our Trust Agreement.

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

Our Trustee may be named as a Designated Beneficiary of Retirement Plan Proceeds. 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 a 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 our Trust will not terminate the interest that our Trust has in a Retirement Plan.

d. Agreement to Provide Copies of All Amendments to Trust

In the case where, prior to the death of the Participant, we are required under the Treasury Regulations for Section 401(a)(9) of the Code to provide a copy of our Trust Agreement to the plan administrator, plan trustee, or IRA sponsor, IRA trustee or IRA custodian as the case may be, we agree that if our Trust Agreement is amended at any time in the future (but before the death of the Participant), we will, within a reasonable time, provide to such plan trustee, plan administrator, IRA sponsor, IRA custodian, or IRA 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 the Marital Trust, if any, must elect a form, time and manner of payment that assures that the Surviving Trustor will have a qualifying income interest for life in the Marital Trust, if any, 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 Proceeds that are subject to the MRD Rules, and if, under the circumstances existing on the Applicable Date, the Retirement Plan Proceeds or the right to receive the Retirement Plan Proceeds 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 provisions shall apply:

1. Use of Retirement Plan Proceeds

Except as otherwise specifically provided to the contrary in the paragraph immediately below, but notwithstanding anything else herein to the contrary, Retirement Plan Proceeds shall be used entirely and exclusively for the benefit of the Designated Beneficiaries who are living at the Applicable Date.

2. Unborn Beneficiaries

Notwithstanding the immediately preceding paragraph, in the event that all of the primary Designated Beneficiaries of a particular trust who were living at the Applicable Date have died, our Trustee shall make distributions to those beneficiaries who would otherwise benefit under such trust, 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.

3. 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 this Section as set forth in Subsection a. above, clearly allows for a less rapid distribution from our Trust, all Retirement Plan Proceeds received by our Trust must be distributed to one or more Designated Beneficiaries of our Trust before the expiration of the

life expectancy of the youngest Designated Beneficiary of our Trust to which this rule is applied, unless such beneficiary dies prior to the expiration of such life expectancy, taking into account only those beneficiaries alive as of the Applicable Date.

h. Use of Retirement Plan Proceeds to Pay Debts or Expenses

Use of Retirement Plan Proceeds for the payment of debts and expenses directly attributable and proportionate to the estate tax value of such Retirement Plan Proceeds is limited to those payments that can actually be made prior to the Applicable Date or would otherwise not cause our Trust to fail to be a qualified beneficiary. Notwithstanding the rules otherwise applicable to apportionment, abatement and the payment of debts and expenses, Retirement Plan Proceeds shall not be used to pay any of our debts or expenses still outstanding as of the Applicable Date and thereafter, or would otherwise cause our Trust not to be a qualified beneficiary.

i. Use of Retirement Plan Proceeds to Pay Death Taxes

Use of Retirement Plan Proceeds for the payment of Death Taxes directly attributable and proportionate to the estate tax value of such Retirement Plan Proceeds is limited to those payments that can actually be made prior to the Applicable Date, or would otherwise not cause our Trust to fail to be a qualified beneficiary. Notwithstanding the rules otherwise applicable to apportionment, abatement and the payment of Death Taxes, Retirement Plan Proceeds shall not be used to pay any Death Taxes still outstanding as of the Applicable Date and thereafter. However, in that case, the Death Taxes attributable and proportionate to such Retirement Plan Proceeds, 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 distribution receivable by the beneficiary as a result of our death (provided that such other property is not otherwise eligible for the Marital Deduction).

j. Allocation of Retirement Plan Proceeds

1. Explanation of Subsection

Using the provisions of Article Seven of our Trust Agreement, 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 which are under the control of our Trustee.

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

In furtherance of such purpose, after the death of the first of us, our Trustee, using the provisions of Article Seven, shall allocate to the Family Trust all assets of the Deceased Trustor's Contributive Share as provided under Section 2 of this article.

3. Exceptions to Above Allocation Instructions

Notwithstanding the above, in the case where any Retirement Plan Proceeds come under the control of our Trustee, of which the beneficiary designation specifically requires allocation to the Marital Trust, if any, of our Trust, our Trustee shall disregard the allocation instructions under Section 2 of this Article and allocate such Retirement Plan Proceeds by fractional formula, first allocating the smallest fractional share of such Retirement Plan Proceeds to the Family Trust that are necessary to fully fund such trust with any remaining Retirement Plan Proceeds being allocated to the Marital Trust, if any. Furthermore, should our Trustee determine, after seeking competent legal and tax advice at the time any Retirement Plan Proceeds come under his or her control, that the allocation of such assets as instructed under Section 2 of this Article will hinder our intent as expressed in Subsection a. above, then such allocation instructions shall be disregarded.

k. Special Provisions Regarding 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 our 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 Proceeds

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 our Trust) will have any power of appointment over any Retirement Plan Proceeds 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 a trust or in a 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

Our Trustee will separately account for all Retirement Plan Proceeds, 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 such trust (or subtrust, as the case may be) is alive. Further, our Trustee will actually distribute those benefits to those beneficiaries within such time as is required under applicable tax law, or under Treasury Regulations (whether proposed, temporary, or final) in order to carry out the purpose of this Section as provided under Subsection a. above.

n. Application of Rules to Subtrusts

We realize that a subtrust may be the beneficiary of Retirement Plan Proceeds. 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 and/or Trust), we incorporate such terms by reference, as a part of our Trust as if fully set out in this document.

p. Principal and Income Allocations of Payments from Retirement Plans

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 was 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 under a Retirement Plan. 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 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 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.

q. Provisions Respecting Marital Deduction

Notwithstanding the following, or anything else in our Trust Agreement 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 our Trustee. 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 the Marital Trust, if any, 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 circumstances 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 Marital Trust, if any, has an interest, income from an interest in a Retirement Plan will be determined by reference to the provisions of Subsection p. above.

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 the Marital Trust, if any, 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 our Trust in the manner otherwise provided under the terms of our Trust. If the other assets available for distribution from the Marital Trust, if any, 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 the Marital Trust, if any, 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 the Marital Trust, if any, 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 the Marital Trust, if any, 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 our 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 the Marital Trust, if any, 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.

Section 2. Provisions Relating to Income in Respect of a Decedent

a. Allocation of Income in Respect of a Decedent

After the death of the first of us, our Trustee, using the provisions of Article Seven, shall allocate to the Family Trust all assets of the Deceased Trustor's Contributive Share which are not properly characterized as Income in Respect of a Decedent ("IRD Assets"), until such trust is fully funded. To the extent the Family Trust is not fully funded using only assets of the Deceased Trustor that are not characterized as IRD Assets, our Trustee shall next allocate to the Family Trust the smallest fractional share of any IRD Assets which are under the control of our Trustee necessary to fully fund the Family Trust (which fraction, depending on the circumstances, may result in some, all or no IRD Assets being allocated to the Family Trust). To the extent any Retirement Plan Proceeds not needed to fully fund the Family Trust are subject to the provisions of Paragraph j.3 of Section 1 of this article, our Trustee shall distribute such Retirement Plan proceeds to the Surviving Trustor, outright and free of trust. If the Surviving Trustor disclaims this outright distribution, any Retirement Plan Proceeds so disclaimed shall be allocated to the Marital Trust, if any, otherwise to the Survivor's Trust.

b. Power to Disclaim Income In Respect of a Decedent ("IRD")

Upon the death of the first Trustor, and if our Trustee (other than the Surviving Trustor) determines, in our Trustee's discretion, that it is in the best interest of any beneficiary of our Trust or any subtrust thereof, our Trustee may disclaim all or any right to receive any IRD assets. If our Trustee so disclaims, such disclaimed Retirement Plan Proceeds or other IRD assets shall pass outright to the Surviving Trustor. If the Surviving Trustor is the only Trustee at the relevant time, the Special Co-Trustee provided for under Section 9 of Article Three shall act as Trustee for this purpose.

Section 3. Special Needs Provisions

a. Definition of "Special Needs Beneficiary"

For purposes of our Trust Agreement, the term "Special Needs Beneficiary" refers to a beneficiary who is entitled to receive any form of need-based government or private support or benefit, including, but not limited to, such programs as Medicaid, Supplemental Security Income ("SSI"), In-Home Supportive Services, Medicare and Aid for Dependent Children.

b. Definition of "Special Needs"

For purposes of our Trust Agreement, the term "Special Needs" refers to supplemental, non-support expenditures from our Trust 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 Special Needs 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 Special Needs 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 Special Needs Beneficiary), entertainment devices or events and electronic devices are also to be considered Special Needs.

c. Overall Limitation on Distribution

It is our intention that distributions from our Trust Estate supplement, but not supplant, impair or diminish, any forms of government or private support or benefit which a beneficiary of our Trust is then 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 Special Needs Beneficiary's receipt of, or eligibility for, any form of government or private benefits. Any power of distribution (whether or not exercised), granted to 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.

d. Discretionary Distribution of Accumulated Income and Principal

Our Trustee may pay for the benefit of a Special Needs Beneficiary such accumulated income and principal of such beneficiary's share, up to the whole thereof, as our Trustee, in his or her discretion, shall determine from time to time, for the Special Needs of the Special Needs Beneficiary. Our Trustee, in exercising discretion under this paragraph, shall consider all income or resources available to the Special Needs Beneficiary. The Special Needs Beneficiary has no rights to any distributions under our Trust.

e. Treatment of Any Residence Held by Trust

Notwithstanding the provisions of Section 1. j. of Article Fourteen, our Trustee may charge the Special Needs Beneficiary rent on any residence owned, in whole or in part, by the Special Needs Beneficiary's share. Our Trustee must charge rent if the failure to do so would cause ineligibility for any government or private benefits.

f. Rights of Creditors and Others

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

g. Power to Terminate Beneficiary's Share of Trust

If our Trustee determines that the existence of our Trust renders the Special Needs Beneficiary ineligible for governmental or private benefits that, in the discretion of our Trustee, substantially outweigh the benefits our Trust can bestow upon such beneficiary, or our Trustee determines that, notwithstanding the spendthrift provisions of our Trust, a substantial portion or all of the principal and accumulated income of the Special Needs Beneficiary's share is subject to invasion, garnishment, attachment, execution or other similar action by a creditor or a government agency, our Trustee may terminate such share and distribute the principal and accrued income in accordance with the paragraph that follows. Furthermore, in the event a court of competent jurisdiction determines the provisions of this Section are contrary to law or public policy, then subject to any right of appeal, the Special Needs Beneficiary's share of our Trust shall be deemed unavailable for purposes of qualifying for or maintaining any public or private support benefits or services, regardless of whether the beneficiary is actually entitled to such benefits or services, and if this is not sufficient to cure any deficiency then the Special Needs Beneficiary's share shall be deemed to have failed and our Trustee shall distribute the principal and accrued income of such share in accordance with the paragraph that follows.

h. Payment and Distributions on Termination of Discretionary Trust

In the event a share for a Special Needs Beneficiary is terminated subject to the paragraph immediately above, our Trustee shall distribute the remaining principal and accrued income of such share to the Special Needs Beneficiary's siblings, per

stirpes. If the Special Needs Beneficiary has no then living siblings but has living descendants who are of the age of majority, our Trustee shall distribute the remaining principal and accrued income of such share to such descendants of the Special Needs Beneficiary, per stirpes. If the Special Needs Beneficiary has no living descendants who are of the age of majority, our Trustee shall distribute the remaining principal and accrued income of such beneficiary's share to our then living descendants, per stirpes. If we have no then living descendants, our Trustee shall distribute the balance of the Special Needs Beneficiary's share of our Trust as provided in the paragraph that follows. It is our hope, wish and desire that any beneficiary under this paragraph will use any distribution received hereunder to provide for the supplemental needs, as defined above, of the Special Needs Beneficiary.

i. Payment and Distributions on Death of Beneficiary

Unless terminated under the paragraphs immediately above, or by the exhaustion of the corpus, the Special Needs Beneficiary's share of our Trust shall terminate upon such beneficiary's death. Our Trustee may pay the expenses of such beneficiary's last illness and funeral, and all administrative expenses relating to such beneficiary's share, including reasonable attorney's and accountant's fees, if, in our Trustee's discretion, other satisfactory provisions have not been made for the payment of such expenses. Our Trustee shall divide and distribute, free of trust, the balance of the Special Needs Beneficiary's share into as many shares of equal value as there are then surviving children of the beneficiary, if any, plus one share for each deceased child of such beneficiary leaving descendants then surviving, each of said descendant's interests to be determined per stirpes. Should there be no children or descendants of the beneficiary then surviving, our Trustee shall divide and distribute, free of trust, the balance of the beneficiary's share into as many shares of equal value as we have then surviving children, if any, plus one share for each of our deceased children leaving descendants then surviving, each of said descendant's interests to be determined per stirpes. Should we have no children or descendants then surviving, the Special Needs Beneficiary's share shall terminate and our Trustee shall distribute the balance of the beneficiary's share according to the provisions of Article Twelve of our Trust.

Section 4. Life Insurance

Notwithstanding anything to the contrary contained in our Trust Agreement, with respect to any policy of life insurance owned by either of us as our separate property (or held as part of the Contributing Trustor's Separate Estate), the Trustor owning such policies or holding them in our Trust shall retain, during his or her lifetime, all incidents of ownership with respect to such policies (including, but not limited to, all rights and powers to sell, transfer, assign or hypothecate such policies or any of them, to change the beneficiary of any policy, to borrow any sum from the insurer or from any other person and to assign any policy to such lender, and to

receive all payments, dividends, surrender values, benefits or privileges of any kind which may accrue on account of said policies). Any other person on whose life such policies are held ("Insured") shall have no incidents of ownership with respect to such policies only by reason of being an Insured with respect to such policies and shall not act as the Trustee of such policies. The above provisions shall not prohibit or restrict us from owning any policies as Community Property. Such policies shall be governed as follows:

a. Trust as Owner

Our Trustee shall not be required to pay premiums, assessments, or other charges on any life insurance policy of which our Trust is the owner, which are required to keep it a binding insurance contract, nor shall our Trustee be responsible for determining whether such payments have been made. However, our Trustee may pay, from income or from principal of the Separate Estate of the Contributing Trustor with respect to Separate Property policies and the Community Estate with respect to Community Property policies, any and all premiums, assessments, or other charges with respect to such insurance policies that may be required in order to preserve them as binding contracts, and our Trustee may exercise any non-forfeitures or dividend options under the policies. In the event that our Trustee receives any notice requiring the payment of a premium, or whenever our Trustee intends to cancel, convert or substantially modify any insurance policy, our Trustee shall give the Contributing Trustor with respect to Separate Property policies and both of us with respect to Community Property policies, written notice of the event.

b. Death of Trustor

Upon the death of either Trustor having an ownership interest in a policy of life insurance, whether as Separate Property or as Community Property, and being survived by the Insured:

1. Our Trustee shall allocate the entire policy (including the Surviving Trustor's Community Property interest therein) to the Family Trust and our Trustee shall designate the Family Trust as the primary beneficiary of such policy. In the event that any of the Surviving Trustor's Community Property is allocated to the Family Trust, an offsetting amount of the Deceased Trustor's Community Property shall be allocated to the Survivor's Trust.
2. In the event the Family Trust is the owner of any policies insuring the life of an Insured who is also a Trustee, such Trustee shall not be deemed to own said policy in his or her individual capacity, nor shall he or she have the power to exercise any "incidents of ownership" (as the term is

defined by Section 2042 of the Code) over any such policy or policies. Such incidents of ownership shall be deemed to be owned and shall be exercised, if at all, only by the Special Co-Trustee in accordance with the provisions of Section 9 of Article Three. The foregoing limitations on the power of our Trustee relating to life insurance policies shall not apply to insurance policies that a Trustee owns or holds in his or her individual, rather than fiduciary, capacity.

3. Our Trustee may pay any net amount of premium, assessment or other charge, after deducting any dividend or other credit against the charge, on any life insurance policy of which the Family Trust is the owner, that is required to keep it a binding insurance contract, such amounts to be charged against the income of the Family Trust or, if the income thereof shall be insufficient, to the principal thereof. In the event that our Trustee intends not to pay any premium, assessment or other charge with respect to any policy held by our Trustee, or otherwise intends to cancel, convert or substantially modify any such policy, our Trustee shall first give the Insured, or the fiduciary of the person of an Insured under disability, at least fifteen (15) days advance written notice of our Trustee's intention to take such action.

c. Trust as Beneficiary

With respect to any policy of life insurance which designates our Trust as a primary or contingent beneficiary in any manner:

1. Except as provided in Section 4.a. and Section 4.b. of this Article, our Trustee shall have no responsibility, with respect to any policy, for the payment of premiums, notification of premiums due, or for any action required to keep any policy in force.
2. On receipt of proof of death of any Insured and on obtaining possession of an insurance policy, our Trustee shall use reasonable efforts to collect all sums payable under policy terms. All sums received shall be principal of our Trust Estate, except for interest paid by the insurer, which shall be income. Subject to any contrary provision in the beneficiary designation of any policy, all sums

payable under any policy shall be allocated to the trusts created hereunder based on the ownership of the policy immediately before the Insured's death;

3. Our Trustee shall have full power to compromise, arbitrate or otherwise adjust any claim, dispute or controversy arising under any policy, and shall have authority to initiate, defend, settle and compromise any legal proceeding necessary, in our Trustee's opinion, to collect the proceeds of any policy. Our Trustee shall not be obligated to engage in litigation to enforce the payment of any policy unless our Trustee is indemnified to its satisfaction against any resulting expenses and liability; and
4. Our Trustee's receipt of payment for policy proceeds to any insurer shall be considered to be full discharge, and the insurer shall not be under any duty to inquire concerning the application of policy proceeds by our Trustee.

d. Simultaneous Death

Notwithstanding anything in our Trust Agreement to the contrary:

1. Where the Insured and the beneficiary in a policy of life or accident insurance have died and there is no sufficient evidence that they have died other than simultaneously, the proceeds of the policy shall be distributed as if the Insured had survived the beneficiary; and
2. Where the owner and the Insured in a policy of life or accident insurance have died and there is no sufficient evidence that they have died other than simultaneously, the policy shall be distributed as if the Insured had survived the owner.

e. Purchase of Additional Insurance

Our Trustee may apply for and receive life insurance on the life of any beneficiary under our Trust.

Section 5. Use of Family Residence and Vacation Residence by Surviving Trustor

Unless subject to a specific distribution in the foregoing articles, 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 our Trust Estate that we were using for our principal residence and/or vacation residence at the time of the death of the Deceased Trustor, 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 residential property, or any rent or lease payments, out of principal and/or income of the Family Trust and the Marital Trust, if any, 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 residential property held by the Family Trust and the Marital Trust, if any. 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 such residential property for other residential property, or sell such residential property, 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. Our Trustee may also use our 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 the replacement residential property, or the value of the other 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 agreeing 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 residential property and the Surviving Trustor does not request the purchase, rental or lease of a replacement residence, our Trustee shall invest and reinvest the proceeds of any such sale or distribute the same in accordance with the other provisions of our Trust Agreement. The right, title and interest of the Surviving Trustor and of our Trustee in any other residential property acquired under the provisions of this Section shall be proportionate to their respective contributions to the purchase price. The right, title and interest of our 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 the possession and occupancy, sale or exchange, and the acquisition of other residential property in place thereof. If any residential property 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 Section 9 of Article Three. This Section shall also apply to our principal residence, in the event we are living but neither of us is acting as Trustee, in which case either, or both, of us residing on the premises shall be treated as the "Surviving Trustor" for purposes of the foregoing and references to the Survivor's Trust, Family Trust and Marital Trust, if any, shall be irrelevant.

Section 6. "S" Corporation Stock

Notwithstanding any other provisions of our Trust Agreement, our Trustee shall not allocate any Subchapter "S" Corporation Stock (as defined by Section 1361 et. seq. of the Code) held in our Trust Estate at the death of the Deceased Trustor, to the extent possible, to any trust or trust share created under our Trust Agreement which would have the effect of causing the "S" Corporation status to be terminated because the trust or the trust share was not a qualified Subchapter "S" shareholder, or was not a Qualified Subchapter "S" Corporation Trust ("QSST"), as defined at Section 1361 of the Code, as amended. In furtherance of the above, it is our intention that our Trustee shall have the right, in our Trustee's sole discretion (but keeping in mind our dispositive wishes as set forth elsewhere in our Trust Agreement), to bifurcate any and all trusts created hereunder, at any time or from time to time after the death of either or both of us, to create trusts which hold "S" Corporation stock and shall at all times be classified as QSSTs within the meaning of Section 1361 of the Code and the corresponding provisions of state law. The above provisions may be limited as set forth in Section 9 of Article Three of our Trust Agreement.

- a. To that end, all such QSSTs shall be subject to the following rules:
 1. During the life of the current income beneficiary there shall be only one income beneficiary of a QSST;
 2. Any principal distributed during the life of the current income beneficiary may be distributed only to such beneficiary;
 3. The income interest of the current income beneficiary in the QSST shall terminate on the earlier of such beneficiary's death or the termination of the QSST;
 4. Upon termination of the QSST during the life of the current income beneficiary, the QSST shall distribute all of its assets to such beneficiary; and
 5. All of the income (within the meaning of Section 643 (b) of the Code) shall be distributed (or shall be required to be distributed) currently to one individual who is a citizen or resident of the United States of America.

- b. Our Trustee shall also, to the extent possible, administer, hold, and/or dispose of any "S" Corporation Stock held in the Survivor's Trust at the death of the Surviving Trustor so as not to jeopardize the continuity of the "S" Corporation election of such stock, if any.

Our Trustee, in his or her discretion, may, in the alternative, attempt to exchange, sell, or convey such stock to such persons or entities who would not cause the "S" Corporation election to be revoked or terminated for any reason attributable to that person's or entity's ownership of such stock and the proceeds or property received from such exchange, sale, or conveyance shall then be applied in accordance with the provisions of our Trust Agreement. It is further provided that, notwithstanding this paragraph, our Trustee shall hold, administer, and dispose of any and all of our Trust Estate such that the continuation of the "S" Corporation election shall be of secondary consideration in deference to our primary intent that the total value of our Trust Estate distributed under the terms of our Trust Agreement be maximized to the extent possible, considering all income tax, estate tax, and any other taxes or expenses that could potentially diminish the value of such Trust Estate.

Section 7. 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 descendants living on the date of the contributing Trustor, 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 the contributing Trustor 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 8. Spendthrift Protection

To the fullest extent permissible by law, no interest in the principal or income of any trust created hereunder shall be anticipated, assigned, encumbered or subject to any creditor's claim or to legal process prior to its actual receipt by the beneficiary. Notwithstanding any provision herein to the contrary, this Section shall not apply to Qualified Disclaimers (as defined in Section 2518 of the Code) made by any beneficiary as to his or her interest in our Trust. Except as herein otherwise expressly provided, all income or principal to be paid to any beneficiary shall be paid by our Trustee directly and only to such beneficiary, to the Legal Representative of such beneficiary, or, where authorized, applied for the benefit of such beneficiary. If any creditor or other claimant attempts, by any means, to subject to the satisfaction of the claim of such creditor or claimant the interest of any beneficiary to receive income or periodic payments from principal or income, or both, then notwithstanding any other provisions herein, and in the absolute

discretion of our Trustee, our Trustee may suspend such beneficiary's payments from our Trust. To the extent that the provisions of this Section would exclude any portion of our Trust Estate from qualifying for the Marital Deduction, it shall be null and void.

Section 9. 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; is unavailable for a period of not less than six months when his or her whereabouts are unknown and it is not known whether he or she is dead or alive; or, in the case of a trustee, such trustee is prevented by state law from exercising a power or powers granted to such trustee under our Trust Agreement. To the extent a trustee is prevented by state law from exercising a power or powers granted to such trustee under our 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 appointment, the Special Co-Trustee appointed under the provisions of Section 9 of Article Three shall 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; upon his or her renewed availability; 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.

Section 10. 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 11. Limit on Trustee's Discretion

Notwithstanding any other provision in our Trust Agreement except for the general power of appointment specifically provided under the Section entitled "General Power of Appointment Over Non-Exempt Assets" in Article Eleven, no individual Trustee, other than a Trustor with respect to the Trustor's own Contributive Share and a Surviving Trustor with respect to the Survivor's Trust, 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 Sections 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 our Trustee acting jointly with the Special Co-Trustee appointed under the provisions of Section 9 of Article Three, then our Trustee may possess those powers and authorities without violating this Section. Such Special Co-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 Special Co-Trustee shall act alone whenever only sole possession of a power or authority would not violate the restrictions imposed by this Section.

Section 12. 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 13. 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 14. 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 15. 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 16. 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 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 Trustor or Trustors 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: (i) the Non-Skip Person is actually alive on the Transfer Date; (ii) the Non-Skip Person is not actually alive on the date ninety (90) days following the Transfer Date; and (iii) 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 17. 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 18. 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 Arizona.

Section 19. Reliance on Affidavit or Certificate of Trust

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

Section 20. 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, any commercial annuity or any similar deferred payment arrangement, or life insurance contract.

b. Business Judgment

The term "Business Judgment" means that the fiduciary acted on an informed basis, in good faith, and with the honest belief that his or her actions are in the best interest of our Trust and its beneficiaries.

c. Child, Children and Descendants

The terms "child" or "children" mean lawful blood descendants in the first degree of the parent designated; and "descendants" means the lawful blood issue, 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," "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, the terms of Article One may exclude certain descendants from being treated as such hereunder by restricting the availability of Trust benefits.

d. 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," "State Death Tax Credit," "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.

e. Contributive Share

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

f. Deceased Trustor

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

g. 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 Sections 2032A of the Code; 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.

h. 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, middle, junior high 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; and

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.

i. For Cause

The term "for cause" means and includes any material act or omission to act by a trustee or other fiduciary constituting ordinary negligence, gross negligence, self-dealing, or intentional fraud. The term "material" identifies a significant monetary damage to our Trust or to any beneficiary of our Trust as the result of the act or omission to act by a trustee or other fiduciary constituting ordinary negligence, gross negligence, self-dealing or intentional fraud. The term "material" does not include incidental or insignificant monetary damage to our Trust or a trust beneficiary; monetary damages realized by someone who is not a beneficiary of our Trust; nor an intangible loss or damage that cannot be valued under the fair market valuation standards of the tax laws of the United States of America.

j. Heirs at Law

References to "heirs at law" mean individuals who are living at the time 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 Arizona which then govern the distribution of the personal property of a resident dying at such time, without creditors, and owning only the distributable assets.

k. Personal Representative

The term "Personal Representative" means executor, executrix, administrator, or administratrix. The term Legal Representative shall include Personal Representative, conservator, guardian, custodian or an agent under a power of attorney for property.

l. Per Stirpes

In every case in which a disposition of an interest is to be made to the descendants 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 descendants of a person, such property shall be divided into as many shares as there are, at the time of disposition, then living descendants in the nearest degree of kinship to such person and then deceased descendants in the same degree who left descendants who are then living; each then living descendant in the nearest degree receiving one share, and one share for each then deceased descendant in the same degree, being further subdivided among his or her descendants in the same manner.

m. Surviving Trustor

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

n. Trust Estate

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

o. 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.

p. Trustor

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

q. Unused Generation-Skipping Transfer Tax Exemption Amount

The term "unused generation-skipping transfer tax exemption amount" 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 (i) the amount, if any, of such exemption allocated by such Trustor or by operation of law to such Trustor's lifetime transfers and (ii) 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 tax exemption has been allocated to such transfers to the extent necessary and possible to exempt such transfers from generation-skipping transfer tax.

Execution

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 Trustees. We approve this revocable living trust in all particulars and request our Trustees to execute it.

Trustors and Trustees:

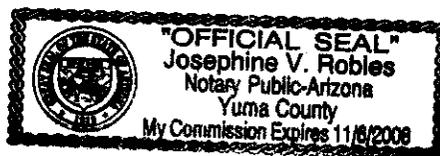
Terril L. Gibson
TERRIL L. GIBSON

Judy A. Gibson
JUDY A. GIBSON

STATE OF ARIZONA)
COUNTY OF YUMA) SS

The foregoing instrument was acknowledged before me on this July 10, 2008 by TERRIL L. GIBSON and JUDY A. GIBSON.

Josephine V. Robles
Notary Public



Prepared by:
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