

The Rikard Family Trust

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DESOTO COUNTY, MS
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Prepared by:

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Return to:

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Article One: Establishing the Trust

The date of this Irrevocable Trust Agreement is the 29 of September, 2011. The parties to the agreement are Nellie Mae Rikard (the "Grantor") and Samuel P. Rikard and Betsy Nichols, (collectively my "Trustee").

Section 1.01 Identifying the Trust

The Trust may be referred to as "Samuel P. Rikard and Betsy Nichols, Trustees of the Rikard Family Trust dated September 29, 2011." For the purpose of transferring property to the trust, or identifying the trust in any beneficiary or pay-on-death designation, any description referring to the trust shall be effective if it reasonably identifies the trust. Any description that contains the date of the trust, the name of at least one initial or successor Trustee and an indication that my Trustee are holding the trust property in a fiduciary capacity shall be sufficient to reasonably identify the trust.

Section 1.02 Reliance by Third Parties on Affidavit or Certification of Trust

From time to time, third parties may require documentation to verify the existence of this agreement, or particular provisions of it, such as the name or names of my Trustee or the powers held by my Trustee. To protect the confidentiality of this agreement, my Trustee may use an affidavit or a certification of trust that identifies my Trustee and sets forth the authority of my Trustee to transact business on behalf of the trust. The affidavit or certification may include pertinent pages from this agreement, such as title or signature pages. A third party may rely upon an affidavit or certification of trust that is signed by my Trustee with respect to the representations contained in the affidavit or certification of trust. A third party relying upon an affidavit or certification of trust shall be exonerated from any liability for actions he or she takes or fails to take in reliance upon the representations contained in the affidavit or certification of trust. A third party dealing with my Trustee shall not be required to inquire into the terms of this agreement or the authority of my Trustee, or to see to the application that my Trustee make of funds or other property received by my Trustee.

Section 1.03 An Irrevocable Trust

This Trust is irrevocable, and I cannot alter, amend, revoke, or terminate it in any way.

The Rikard Family Trust

Section 1.04 Transfers to the Trust

I transfer to the Trustee the property listed in Schedule A, attached to this agreement, to be held on the terms and conditions set forth in this instrument. I retain no right, title or interest in the income or principal of this trust or any other incident of ownership in any trust property.

By execution of this agreement, my Trustee accept and agree to hold the trust property described on Schedule A. All property, including life insurance policies, transferred to my trust after the date of this agreement must be acceptable to my Trustee. My Trustee may refuse to accept any property. My Trustee shall hold, administer and dispose of all trust property accepted by my Trustee for the benefit of my beneficiaries in accordance with the terms of this agreement.

Section 1.05 Statement of My Intent

I am creating this trust with the intent that assets transferred to the trust be held for the benefit of the trust beneficiaries on the terms and conditions set forth in this agreement. In order to maximize the benefit to the trust beneficiaries, I give the Trustee broad discretion with respect to the management, distribution and investment of assets in the trust. The specific objectives in creating this trust include, but are not limited to, having:

Any gift made to the trust be treated as a completed gift for federal estate and gift tax purposes; The assets of the trust estate, including life insurance proceeds, be excluded for federal estate tax purposes from my gross estate and the gross estates of the trust beneficiaries except to the extent I have explicitly granted a general power of appointment to a trust beneficiary; and

The assets in this trust not be subject to the claims of any beneficiary's creditors. All provisions of this agreement shall be construed so as to accomplish these objectives. Any beneficiary has the right at any time to release, renounce or disclaim any right, power or interest that might be construed or deemed to defeat these objectives.

Section 1.06 The Trust Term Beneficiaries

During the Term of the Trust, the Trust Term Beneficiaries of this trust shall be:

1. Betsy Nichols;
2. Samuel P. Rikard; and
3. The Spouse and Descendants of said beneficiaries.

Article Two: Trustee Succession Provisions

Section 2.01 Resignation of a Trustee

A Trustee may resign by giving written notice to me. If I am deceased, a resigning Trustee shall give notice to the income beneficiaries of the trust and to any other Trustee then serving.

Section 2.02 Trustee Succession While I am Alive

While I am alive, this Section shall govern the removal and replacement of the Trustee.

(a) Appointment of Successor Trustee

If either of the initial Trustees shall cease to serve while I am alive, then the remaining trustee shall serve alone. If both initial trustees shall cease to serve while I am alive, then the beneficiaries under the trust shall appoint a successor trustee by majority vote.

(b) Removal by Beneficiaries

If I am incapacitated or deceased, a Trustee may be removed only for cause, which removal must be approved by a court of competent jurisdiction upon the petition of any beneficiary. In no event shall the court petitioned to approve the removal of a Trustee acquire any jurisdiction over the trust except to the extent necessary to approve or disapprove removal of a Trustee.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

(c) Default of Designation

If the office of Trustee of a trust created under this agreement is vacant and no designated Trustee is able and willing to act, I may appoint an individual or corporate successor Trustee that is related or subordinate to me within the meaning of Section 672(c) of the Internal Revenue Code. If I am incapacitated or deceased, the primary beneficiary may appoint an individual or corporate fiduciary that is related or subordinate to the person or persons making the appointment within the meaning of Section 672(c) of the Internal Revenue Code to serve as successor Trustee. In the

case of a minor or incapacitated beneficiary, the parent or legal representative of such beneficiary may act on behalf of such beneficiary.

Any beneficiary or his or her legal representative may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy remaining unfilled after a period of 30 days. By making such appointment, such court shall not thereby acquire any jurisdiction over the trust, except to the extent necessary for making such appointment.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

Section 2.03 Trustee Succession Following My Death

After my death, this Section shall govern the removal and replacement of the Trustee.

(a) Successor Trustee

If either of the initial Trustees shall cease to serve after I die, then the remaining trustee shall serve alone. If both initial trustees shall cease to serve after I die, then the beneficiaries under the trust shall appoint a successor trustee by majority vote.

(b) Removal of a Trustee

A Trustee may be removed only for cause, which removal must be approved by a court of competent jurisdiction upon the petition of any beneficiary.

In no event shall the court petitioned to approve the removal of a Trustee acquire any jurisdiction over the trust except to the extent necessary to approve or disapprove removal of a Trustee.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

(c) Default of Designation

If the office of Trustee of a trust created under this agreement is vacant and no designated successor Trustee is able and willing to act as Trustee, the primary beneficiary of that Trust may appoint an individual or corporate fiduciary that is related or subordinate to the person or persons making the appointment within the meaning of Section 672(c) of the Internal Revenue Code to serve as successor Trustee.

Any beneficiary or his or her legal representative may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy remaining unfilled after a period of 30 days. By making such

appointment, such court shall not thereby acquire any jurisdiction over the trust, except to the extent necessary for making such appointment.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of such beneficiary may act on behalf of such beneficiary.

Section 2.04 Notice of Removal and Appointment

Notice of removal shall be in writing and shall be delivered to the Trustee being removed, along with any other Trustee then serving. The notice of removal shall be effective in accordance with its provisions.

Notice of appointment shall be in writing and shall be delivered to the successor Trustee and any other Trustee then serving. The appointment shall become effective at the time of acceptance by the successor Trustee. A copy of the notice shall be attached to this agreement.

Section 2.05 Appointment of a Co-trustee

Any individual Trustee may appoint an individual or a corporate fiduciary as a Co-trustee. A Co-trustee so named shall serve only as long as the Trustee who appointed such Co-trustee (or, if such Co-trustee was named by more than one Trustee acting together, by the last to serve of such Trustee) serves, and such Co-trustee shall not become a successor Trustee upon the death, resignation, or incapacity of the Trustee who appointed such Co-trustee, unless so appointed under the terms of this agreement. Although such Co-trustee may exercise all the powers of the appointing Trustee, the combined powers of such Co-trustee and the appointing Trustee shall not exceed the powers of the appointing Trustee alone. The Trustee appointing a Co-trustee may revoke the appointment at any time with or without cause.

Section 2.06 Corporate Fiduciaries

Any corporate fiduciary serving under this agreement as a Trustee must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal and state law and that is not related or subordinate to any beneficiary within the meaning of Section 672(c) of the Internal Revenue Code.

Section 2.07 Incapacity of a Trustee

If any individual Trustee becomes incapacitated as defined in Section 9.05, it shall not be necessary for the incapacitated Trustee to resign as Trustee. A written declaration of incapacity by the Cotrustee, if any, or, if none, by the party designated to succeed the incapacitated Trustee, if made in good faith, will terminate the trusteeship. If the Trustee designated in the written declaration objects, in writing, to termination of the trusteeship within 10 days of receiving the declaration of incapacity, a written opinion of incapacity signed by a physician who has examined the incapacitated Trustee must be obtained

before the trusteeship will be terminated. The Trustee objecting to termination of trusteeship must sign the necessary medical releases needed to obtain the physician's written opinion of incapacity or the trusteeship will be terminated without the physician's written opinion.

Section 2.08 Appointment of Independent Special Trustee

If for any reason the Trustee of any trust created under this agreement is unwilling or unable to act with respect to any trust property or any provision of this agreement, the Trustee shall appoint, in writing, a corporate fiduciary or an individual to serve as an Independent Special Trustee as to such property or with respect to such provision. The Independent Special Trustee appointed shall not be related or subordinate to either of us while alive or to any beneficiary of the trust within the meaning of Section 672(c) of the Internal Revenue Code. The Trustee may revoke any such appointment at will.

An Independent Special Trustee shall exercise all fiduciary powers granted by this agreement unless expressly limited elsewhere in this agreement or by the Trustee in the instrument appointing the Independent Special Trustee. An Independent Special Trustee may resign at any time by delivering written notice of resignation to the Trustee. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 2.09 Rights and Obligations of Successor Trustee

Each successor Trustee serving under this agreement, whether corporate or individual, shall have all of the title, rights, powers and privileges granted to the initial Trustee named under this agreement. In addition, each successor Trustee shall be subject to all of the restrictions imposed upon, as well as all obligations and duties, both discretionary and ministerial, given to the initial Trustee named under this agreement.

Article Three: Administration During the Term of the Trust

During the Term of the Trust, the Trustee shall administer the trust as provided in this Article.

Section 3.01 Term of Trust

The trust term shall run from the date of establishment of the trust until the earlier of Forty years or the second death of Nellie Mae Rikard or William Preston Rikard.

Section 3.02 Contributions Held in a Single Trust

During the Term of the Trust, the Trustee shall retain all contributions to the trust in a single trust for the benefit of the Trust Term Beneficiaries. For purposes of this Article, "contribution" includes a gift to the trust. The Trustee shall administer the trust as follows:

(a) **Distribution of Income and Principal to the Trust Term Beneficiaries**

The Trustee may distribute to any one or more of the Trust Term Beneficiaries as much of the net income and principal of the trust property as the Trustee may determine advisable for any purpose.

A distribution to or for the benefit of a Trust Term Beneficiary shall be charged to the trust as a whole rather than against the Trust Term Beneficiary's ultimate share.

Any net income not distributed by the Trustee shall be accumulated and added to the principal of the trust.

(b) **Distributions According to Needs**

The Trustee may make distributions to or for the benefit of one or more of the Trust Term Beneficiaries to the complete exclusion of the other Trust Term Beneficiaries. The Trustee may make distributions to Trust Term Beneficiaries in equal or unequal amounts according to their respective needs.

(c) **Discharge of a Legal Obligation**

No payment or distribution shall be made by the Trustee for the discharge of any of the legal obligations of either or both of us, or otherwise for the monetary benefit.

Section 3.03 Administration Upon the End of the Term of the Trust

Upon the End of the Term of the Trust, the Trustee shall administer the remaining trust property as provided in the Articles that follow.

Article Four: Administration of Remaining Trust Property

The Trustee shall administer the remaining trust property as provided in this Article.

Section 4.01 Distribution of Remaining Trust Property

My Trustee shall distribute the remaining trust property to the named beneficiaries in the amounts indicated.

1. Betsy Nichols 50%
2. Samuel P. Rikard 50%

The Trustee shall administer any share distributed to an incapacitated beneficiary or a beneficiary under the age of 25 as provided in Article Six.

Section 4.02 Distribution of Betsy Nichols's Share

(a) Distribution if Betsy Nichols is Living

If Betsy Nichols survives the term of the Trust, her share shall be distributed to her outright.

(b) Distribution if Betsy Nichols is Deceased

If Betsy Nichols should die before the distribution of her share, my Trustee shall distribute Betsy Nichols's share to her descendants, *per stirpes*.

Section 4.03 Distribution of Samuel P. Rikard's Share

(a) Distribution if Samuel P. Rikard is Living

If Samuel P. Rikard survives the term of the Trust, his share shall be distributed to him outright.

(b) Distribution if Samuel P. Rikard is Deceased

If Samuel P. Rikard should die before the distribution of his share, my Trustee shall distribute Samuel P. Rikard's share to his descendants, *per stirpes*.

Article Five: Remote Contingent Distribution

If, at any time, there is no beneficiary qualified to receive final distribution of the trust estate or any part of it, then the Trustee shall distribute the portion of the trust estate with respect to which the failure of qualified recipients has occurred as follows:

1. 50% to those persons who would inherit it had Betsy Nichols then died intestate owning the property;
2. 50% to those persons who would inherit it had Samuel P. Rikard then died intestate owning the property.

Article Six: Administration of Trusts for Underage and Incapacitated Beneficiaries

Section 6.01 Distributions for Underage and Incapacitated Beneficiaries

If under another provision of this agreement any part of the trust property required to be distributed outright, or if a distribution is required to be made, to a person when that person has not yet attained the age of 25 years, or at a time when that person is incapacitated and in the opinion of the Trustee is unable to manage the distribution properly, the Trustee may distribute or retain the trust property in anyone or more of the following methods described in this Article.

Notwithstanding the preceding paragraph, if under another provision of this agreement any part of the trust property becomes distributable outright, or if a distribution is required to be made, to a person when that person is receiving or applying for needs based government benefits, my Trustee shall distribute or retain the trust property as described in this Article.

I request, but do not require, that before making a distribution to a beneficiary, the Trustee, to the extent that it is both reasonable and possible, consider the ability the beneficiary demonstrated in managing prior distributions of trust property.

Section 6.02 Methods of Distribution

The Trustee may distribute or retain trust property in anyone or more of the following methods for the benefit of any beneficiary subject to the provisions of this Article:

(a) Distribution to Beneficiary

The Trustee may distribute trust property directly to the beneficiary.

(b) Distribution to Guardian or Conservator or Family Member

The Trustee may distribute trust property to the beneficiary's guardian, conservator, parent or a family member or other person who has assumed the responsibility of caring for the beneficiary.

(c) Distribution to Custodian

The Trustee may distribute trust property to any person or entity, including the Trustee, as custodian for the beneficiary under the Uniform Transfers to Minors Act, or similar statute.

(d) Distribution to Other Persons or Entities

The Trustee may distribute trust property to other persons and entities for the use and benefit of the beneficiary.

(e) Distribution to Agent under Durable Power of Attorney

The Trustee may distribute trust property to an agent or attorney-in-fact authorized to act for the beneficiary under a legally valid durable power of attorney executed by the beneficiary prior to the incapacity.

(f) Retention in Trust

The Trustee may retain trust property in a separate trust for the benefit of the beneficiary until the beneficiary attains 25 years of age or, in the opinion of the Trustee, is no longer incapacitated (as the case may be.)

The Trustee shall distribute as much of the net income and principal of any trust created under this subsection that the Trustee deems necessary or advisable for the health, education, maintenance or support of the beneficiary for whom the trust was created. The Trustee shall accumulate any undistributed net income and add such income to principal.

When the beneficiary for whom a trust is created under this subsection attains 25 years of age or is no longer incapacitated (as the case may be), the beneficiary may withdraw from the trust at any time or times any portion or all of the accumulated trust income and principal.

The beneficiary for whom a trust is created under this subsection shall have the testamentary general power to appoint all or any portion of the principal and undistributed income remaining in the beneficiary's trust at his or her death among one or more persons or entities, including the creditors of the beneficiary's estate. The beneficiary shall have the sole and exclusive right to exercise this general power of appointment.

I intend that this testamentary power of appointment be a general power of appointment as defined in Section 2041 of the Internal Revenue Code.

If the beneficiary fails to validly exercise this testamentary general power of appointment, the Trustee shall distribute the balance of his or her trust property to the then living descendants of the beneficiary, *per stirpes*.

If the beneficiary has no then living descendants, the Trustee shall distribute the beneficiary's remaining trust property *per stirpes* to the living descendants of the beneficiary's nearest lineal ancestor.

If there are no then living descendants, the Trustee shall distribute the remaining trust property as provided in Article Five.

Section 6.03 Special Needs Trust

My Trustee shall distribute or retain trust property as follows for the benefit of any beneficiary who is subject to the provisions of this Section:

(a) Distributions for Special Needs

My Trustee, in its sole, absolute, and unreviewable discretion, may distribute discretionary amounts of net income and principal for special needs of the beneficiary not otherwise provided by governmental financial assistance and benefits, or by the providers of services.

"Special needs" refers to the requisites for maintaining the good health, safety, and welfare when, in the discretion of my Trustee, such requisites are not being provided by any public agency, office, or department of any state or of the United States.

"Special needs" shall also include, but not be limited to, medical and dental expenses, annual

independent checkups, clothing and equipment, programs of training, education, treatment and rehabilitation, private residential care, transportation (including vehicle purchases), maintenance, insurance, and essential dietary needs. "Special needs" may include spending money; additional food; clothing; electronic equipment such as radio, recording and playback, television and computer equipment; camping; vacations; athletic contests; movies; trips; and money to purchase appropriate gifts for relatives and friends.

My Trustee shall have no obligation to expend trust assets for such needs, but if my Trustee, in its sole, absolute and unreviewable discretion, decides to expend trust assets, under no circumstances should any amounts be paid to, or reimbursed to, the federal government, any state, or any governmental agency for any purpose, including for the care, support, and maintenance of the beneficiary.

(b) Objective to Promote Independence of the Beneficiary

While actions are in my Trustee's sole, absolute and unreviewable discretion, all parties to this trust agreement should be mindful that it is my wish that the beneficiary live as independently, productively, and happily as possible.

(c) Trust Assets not to be Considered Available Resource to the Beneficiary.

The intent of the provisions of this Section is to supplement any benefits received, or for which the beneficiary may be eligible, through or from various governmental assistance programs and not to supplant any such benefits. All actions of my Trustee shall be directed toward carrying out this intent and the discretion granted my Trustee under this agreement to carry out this intent is absolute.

For purposes of determining the beneficiary's eligibility for any such benefits, no part of the principal or undistributed income of the trust estate shall be considered available to the beneficiary for public benefit purposes. The beneficiary shall not be considered to have access to principal or income of the trust, and he or she has no ownership, right, authority, or power to convert any asset into cash for his or her own use.

My Trustee shall hold, administer, and distribute all property allocated to this trust for the exclusive benefit of the beneficiary during his or her lifetime. All distributions from this trust share are in the sole, absolute, and unreviewable discretion of my Trustee, and the beneficiary is legally restricted from demanding trust assets for his or her support and maintenance.

In the event my Trustee is requested to release principal or income of the trust to or on behalf of the beneficiary to pay for equipment, medication, or services that any government agency is authorized to provide, or in the event my Trustee is requested to petition a court or any other administrative agency for the release of trust principal or income for this purpose, my Trustee is authorized to deny such request and is authorized in its discretion to take whatever administrative or judicial steps may be necessary to continue the beneficiary's eligibility for benefits, including obtaining legal advice about the beneficiary's specific entitlement to public benefits and obtaining instructions from a court of competent jurisdiction ruling that neither the trust corpus nor the trust income is available to the beneficiary for eligibility purposes. Any expenses of my Trustee in this regard, including reasonable attorneys' fees, shall be a proper charge to the trust estate.

(d) Distribution Guidelines

My Trustee shall be responsible for determining what discretionary distributions shall be made from this trust, and may use a Care Manager in accordance with the provisions of this Section. My Trustee may distribute discretionary amounts of income and principal to or for the benefit of the beneficiary for those special needs not otherwise provided by governmental financial assistance and benefits, or by the providers of services. Any undistributed income shall be added to principal. In making distributions, my Trustee:

Shall consider any other known income or resources of the beneficiary that are reasonably available;

Shall take into consideration all entitlement benefits from any government agency, such as Social Security disability payments, Medicare, Medicaid (or any state Medicaid program equivalent), Supplemental Security Income (SSI), In-Home Support Service (IHSS) and any other special purpose benefits for which the beneficiary is eligible;

Shall take into consideration resource and income limitations of any such assistance program;

Shall make expenditures so that the beneficiary's standard of living will be comfortable and enjoyable;

Shall not be obligated to or compelled to make specific payments;

Shall not pay or reimburse any amounts to any governmental agency or department, unless proper demand is made by such governmental agency and reimbursement is required by the state; and

Shall not be liable for any loss of benefits.

(e) Use of Care Manager

My Trustee shall have the option of utilizing the services of a Care Manager to assist in advising on how best to provide for the beneficiary's needs. The primary objective of the Care Manager shall be to assist my Trustee to carry out the intentions of this agreement to ensure that the beneficiary maintains a safe living situation, receives counseling services when appropriate and lives as independently as possible.

A Care Manager shall be a professional Clinical Licensed Social Worker, Professional Conservator, or care management agency that has experience in the field of assessment of conditions similar to those of the beneficiary and is familiar with the public benefits to which the beneficiary may be entitled.

(f) Distribution Advisement

If my Trustee uses a Care Manager, the Care Manager shall advise my Trustee concerning discretionary distributions to be made from the trust that are helpful and appropriate for the beneficiary's needs including payment for medical care, counseling services, and daily support.

The Rikard Family Trust

(g) Care Manager Account for Periodic Payments

If my Trustee uses a Care Manager, the Care Manager may from time to time establish periodic payments for part or all of the payments authorized under this agreement and maintain a separate bank account for disbursement by the Care Manager. Any account shall be carried in the name of the trust and shall have the trust's federal tax identification number. At least monthly, the Care Manager shall provide information on receipts and disbursements from this account to my Trustee. This account shall contain no more than an amount reasonably necessary for the beneficiary's needs for a period of sixty (60) days.

My Trustee shall not be held liable for any actions of the Care Manager unless my Trustee has actual knowledge of and gave consent or approval of the Care Manager's proposed actions before such actions were actually taken. The Care Manager shall not make any distributions that may cause a reduction of public benefits unless my Trustee has consented to the distribution.

(h) Annual Care Plan

If my Trustee uses a Care Manager, the Care Manager shall provide to my Trustee, at least annually, a written care plan for purposes of evaluation of the beneficiary's medical and psychosocial status. The care plan shall include recommendations concerning resources and services beneficial to the beneficiary.

(i) Quarterly Assessments

If my Trustee uses a Care Manager, the Care Manager shall, at least quarterly, visit the beneficiary to assess his or her physical and emotional needs including the appropriateness of present placement, monitoring attendant care, accessing required resources, making and keeping medical appointments, and accessing socialization activities.

(j) Compensation of the Care Manager

If my Trustee uses a Care Manager, the Care Manager shall be entitled to fair and reasonable compensation for the services it renders. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale.

(k) The Resignation of a Care Manager

Any Care Manager may resign by giving thirty (30) days' written notice to my Trustee.

(l) Replacement of Care Manager

My Trustee may terminate the Care Manager without cause and name a replacement. If a Care Manager cannot serve for any reason, my Trustee may name a replacement, which may begin to serve immediately. If the Care Manager must be replaced, then the successor Care Manager shall also be a professional Clinical Licensed Social Worker, Professional Conservator, or care management agency who has experience in the field of assessment of conditions similar to those of the beneficiary and is familiar with the public benefits to which the beneficiary may be entitled.

(m) No Seeking of Order to Distribute

For purposes of determining the beneficiary's state Medicaid program equivalent eligibility, no part of the principal or undistributed income of the trust estate shall be considered available to the beneficiary. My Trustee shall deny any request by the beneficiary to (1) release principal or income of the trust to or on behalf of the beneficiary to pay for equipment, medication, or services that the state Medicaid program equivalent would provide if the trust did not exist; or (2) petition a court or any other administrative agency for the release of trust principal or income for this purpose. My Trustee may, in its sole, absolute and unreviewable discretion, take necessary administrative or legal steps to protect the beneficiary's state Medicaid program equivalent eligibility, including obtaining a ruling from a court of competent jurisdiction that the trust principal is not available to the beneficiary for purposes of determining state Medicaid program equivalent eligibility. Expenses for this purpose, including reasonable attorneys' fees, will be a proper charge to the trust estate.

(n) Indemnification of Trustee When Acting in Good Faith

My Trustee shall be indemnified from the trust property for any loss or reduction of public benefits sustained by the beneficiary as a result of my Trustee exercising, in good faith, the authority granted to my Trustee under this Section.

(o) Termination and Distribution of the Special Needs Trust

If my Trustee, in its sole, absolute and unreviewable discretion, determines that the beneficiary is no longer dependent on others and is able to provide independent support, my Trustee shall distribute or retain the remaining property according to the other provisions of this trust agreement as though the provisions of this Section had not been effective.

If the other provisions of this trust agreement do not provide for the distribution or retention of the remaining property, then my Trustee shall distribute the remaining property to the beneficiary outright, free of trust.

"Independent support" shall be satisfied at such time as the beneficiary has been gainfully employed for thirty-three (33) months of a thirty-six (36) month period immediately preceding the decision to terminate the trust share.

The terms "gainful employment" and "gainfully employed" shall be construed to mean such full-time employment that produces sufficient net income to enable the beneficiary to contribute not less than 100 percent of the funds (exclusive of other sources of revenue) that are necessary to provide for the independent care, support, maintenance, and education of the beneficiary. My Trustee, in its sole, absolute and unreviewable discretion, shall determine whether or not the beneficiary has satisfied the condition of gainful employment.

(p) Distribution Upon the Death of the Beneficiary

Upon the death of the beneficiary, my Trustee shall distribute or retain the remaining property according to the other provisions of this trust agreement as though the provisions of this Section had not been effective. If the other provisions of this trust agreement provide for the beneficiary's share to be held in trust, then those provisions shall be interpreted as though the beneficiary died after the establishment of such trust.

If the other provisions of this trust agreement do not provide for the distribution or retention of the remaining property, then the beneficiary shall have the testamentary limited power to appoint all or any portion of the principal and undistributed income remaining in the beneficiary's trust at his or her death among one or more persons or entities. However, the beneficiary may not exercise this limited power of appointment to appoint to himself or herself, his or her estate, his or her creditors or the creditors of his or her estate.

I intend that this be a limited power of appointment and not a general power of appointment as defined in Section 2041 of the Internal Revenue Code.

Insofar as any part of the beneficiary's trust shall not be effectively appointed, my Trustee shall distribute the remaining un-appointed balance *per stirpes* to the descendants of the beneficiary. If the beneficiary has no living descendants, my Trustee shall distribute the balance of the trust property the other trust beneficiaries.

If there are no other living beneficiaries, my Trustee shall distribute the balance of the trust property as provided in Article Five.

Section 6.04 Application of Article

Any decision made by the Trustee under this Article shall be final, controlling and binding upon all beneficiaries subject to the provisions of this Article.

Article Seven: Trust Administration

DK P BK 147 PG 164

Section 7.01 Distributions to Beneficiaries

Whenever this agreement authorizes or directs the Trustee to make a distribution of net income or principal to a beneficiary, the Trustee may apply for the benefit of the beneficiary any property that otherwise could be distributed directly to the beneficiary. The Trustee shall have no responsibility to inquire into the beneficiary's ultimate disposition of the distributed property unless specifically directed otherwise by this agreement.

The Trustee may make distributions in cash or in kind, or partly in each, in proportions and at values determined by the Trustee. The Trustee may allocate undivided interests in specific assets to a beneficiary or trust in any proportion or manner that the Trustee determines, even though the property allocated to one beneficiary may be different from that allocated to another beneficiary.

The Trustee may make these determinations without regard to the income tax attributes of the property and without the consent of any beneficiary.

Section 7.02 No Court Proceedings

This trust shall be administered expeditiously, consistent with the provisions of this agreement, free of judicial intervention, and without order, approval or action of any court. The trust shall be subject to the jurisdiction of a court only if the Trustee or another interested party institutes a legal proceeding. A proceeding to seek instructions or a court determination shall be initiated in the court having original jurisdiction over matters relating to the construction and administration of trusts. Seeking instructions or a court determination shall not subject this trust to the continuing jurisdiction of the court.

I request that any questions or disputes that may arise during the administration of this trust be resolved by mediation and if necessary, arbitration in accordance with the Uniform Arbitration Act. Each interested party involved in the dispute (including the Trustee, if involved) shall select an arbiter and, if necessary to establish a majority decision, the arbiters selected shall select an additional arbiter. The decision of a majority of the arbiters selected shall control with respect to the matter.

Section 7.03 No Bond

The Trustee shall not be required to furnish any bond for the faithful performance of the Trustee's duties. No surety shall be required on any bond required by any law or rule of court.

Section 7.04 Exoneration of the Trustee

No successor Trustee is obligated to examine the accounts, records or actions of any previous Trustee or of the personal representative of my estate. No successor Trustee shall be in any way or manner responsible for any act or omission to act on the part of any previous Trustee or the personal representative of my estate. Unless a Trustee has received notice of removal, the Trustee shall not be liable to me or to any beneficiary for the consequences of any action taken by the Trustee that would have been, but for the prior removal of the Trustee, a proper exercise by the Trustee of the authority granted to the Trustee under this agreement.

Any Trustee may request and obtain from the beneficiaries or from their legal representatives, agreements in writing releasing the Trustee from any liability that may have arisen from the Trustee's acts or omissions to

act and indemnifying the Trustee from liability for the acts or omissions. An agreement described in this paragraph, if acquired from all the living beneficiaries of the trust or from their legal representatives, shall be conclusive and binding upon all parties, born or unborn, who may have, or may in the future acquire, an interest in the trust.

The Trustee may require a refunding agreement before making any distribution or allocation of trust income or principal and may withhold distribution or allocation pending determination or release of a tax lien or other lien.

Section 7.05 Trustee Compensation

An individual serving as Trustee, other than me, shall be entitled to fair and reasonable compensation for the services rendered as a fiduciary. A corporate or professional fiduciary serving as the Trustee shall be compensated by agreement with an individual Trustee or, in the absence of an individual Trustee or in the absence of an agreement, in accordance with the corporate or professional fiduciary's published schedule of fees in effect at the time the services are rendered.

The Trustee may charge additional fees for services it provides that are not comprised within its duties as Trustee such as fees for legal services, tax return preparation and corporate finance or investment banking services.

In addition to receiving compensation, the Trustee may be reimbursed for reasonable costs and expenses incurred in carrying out its duties under this agreement.

Section 7.06 Employment of Professionals

The Trustee may appoint, employ and remove, at any time and from time to time, investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, expert advisers, agents, and employees to advise or assist the Trustee in the performance of its duties. The Trustee may act upon the recommendations of the persons or entities employed with or without independent investigation.

The Trustee may reasonably compensate an individual or entity employed to assist or advise the Trustee regardless of whether the person or entity shall be a Trustee of a trust established under this agreement or a corporate affiliate of a Trustee and regardless of whether the entity shall be one in which a Trustee of a trust created under this agreement is a partner, member, stockholder, officer, director or corporate affiliate or has any other interest.

The Trustee may pay the usual compensation for services contracted for under this Section out of principal or income of the trust as the Trustee may deem advisable. The Trustee may pay compensation to an individual or entity employed to assist or advise the Trustee without diminution of or charging the same against the compensation to which the Trustee is entitled under this agreement. Any Trustee who shall be a partner, stockholder, officer, director or corporate affiliate in any entity employed to assist or advise the Trustee shall nonetheless receive the Trustee's share of the compensation paid to the entity.

Section 7.07 Collection of Proceeds Upon the Death of an Insured

Upon the death of an insured under any policy of life insurance forming a part of the trust principal, the Trustee shall make a reasonable effort to collect all sums payable directly to the Trustee or the trust. The

Trustee may exercise any of the options of settlement that may at any time be available to the Trustee under the terms of any such policy. The Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

The Trustee may refuse to enter into or maintain any proceeding, whether in law or equity, administrative or otherwise, with respect to any life insurance policy, until the Trustee has been indemnified to its satisfaction against all expenses and liabilities that, in the Trustee's judgment, may be involved in the proceeding.

The Trustee is authorized to compromise and adjust claims arising out of any insurance policy upon such terms and conditions, as the Trustee may deem prudent. The decisions of the Trustee shall be conclusive on all persons.

Section 7.08 Insurance Carrier Protected in Dealing With The Trustee

An insurance carrier is entitled to presume that the Trustee is properly exercising its powers as Trustee under this agreement when working with or assisting the Trustee in any transaction. The insurance carrier and the insurance carrier's agents are not required to inquire into any of the provisions of this agreement to determine if the Trustee has the power to act or is properly exercising its power or see to the Trustee's application of any proceeds paid to the Trustee.

The Trustee's receipt of the insurance proceeds shall relieve the insurance carrier of any further liability with respect to payment of the proceeds.

Section 7.09 Exercise of Testamentary Power of Appointment

A testamentary power of appointment granted under this agreement may be exercised by valid will, valid revocable living trust or by any other written instrument that specifically refers to this power of appointment. The holder of a testamentary power of appointment may exercise the power to appoint property among the permissible appointees in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the holder of the power designates. The holder of a testamentary power of appointment may grant further powers of appointment to any person to whom principal may be appointed, including a presently exercisable limited or general power of appointment.

The Trustee may conclusively presume that any power of appointment granted to any beneficiary of a trust created under this agreement has not been exercised by the beneficiary if the Trustee has no knowledge of the existence of a valid will, valid revocable living trust or by any other written instrument exercising the power within 3 months after the beneficiary's death.

Section 7.10 Determination of Principal and Income

The Trustee may determine in a fair, equitable and practical manner how all Trustee's fees, disbursements, receipts, and wasting assets shall be credited, charged, and apportioned between principal and income.

The Trustee may set aside from trust income reasonable reserves for taxes, assessments, insurance premiums, repairs, depreciation, obsolescence, depletion, and for the equalization of payments to or for the beneficiaries. The Trustee may select appropriate accounting periods with regard to the trust property.

Section 7.11 Trust Accounting

Except to the extent required by law, the Trustee shall not be required to file annual accounts with any court or court official in any jurisdiction.

Upon the written request of a beneficiary, the Trustee shall render an accounting at least annually to the remainder beneficiaries of the trust during the accounting period that includes the date of the written request. The accounting shall include the receipts, disbursements, and distributions occurring during the accounting period and a balance sheet of the trust property if no tax return is filed, or may consist just of the tax return for the accounting period if a tax return is filed for the trust.

In the absence of fraud or manifest error, the assent by all income beneficiaries to an accounting of an Independent Trustee shall make the matters disclosed in the accounting binding and conclusive upon all persons, both those in existence on the date of this agreement and those to be born in the future who have, or will in the future have, a vested or contingent interest in the trust property. In the case of a minor or incapacitated beneficiary, that beneficiary's natural guardian or legal representative shall give the assent required under this Section.

The failure of any person to object to any accounting by giving written notice to the Trustee within 60 days of the person's receipt of a copy of the accounting shall be deemed to be an assent by such person.

The trust's financial records and documentation shall be available at reasonable times and upon reasonable notice for inspection by trust beneficiaries and their representatives. The Trustee shall not be required to furnish trust information regarding the trust to any individual, corporation, or other entity that is not a beneficiary or the representative of a beneficiary, and is not requesting the information pursuant to a valid court order.

Section 7.12 Action of Trustee; Disclaimer

If two Trustees are eligible to act with respect to a given matter, the concurrence of both shall be required for action to be taken; if more than two Trustees are eligible to act with respect to a given matter, the concurrence of a majority of the Trustee shall be required for action to be taken. Any withdrawal that would be distributed to or for the benefit of one of the beneficiaries of the trust must have the approval of both Trustees.

However, for day to day transactions, each trustee may act independently for check signing, bill paying, and day to day maintenance of the trust. Banks and other financial institutions need not require the signature of both trustees to honor a check or trust decision.

If the Trustees are unable to concur with respect to a matter as to which they have joint powers, I request that the matter be settled by mediation and if necessary, arbitration in accordance with the Uniform Arbitration Act. Each of the Trustees shall select an arbiter and, if necessary to establish a majority decision, the arbiters so selected shall select an additional arbiter. The decision of a majority of the arbiters so selected shall control with respect to the matter.

A nonconcurring Trustee may dissent or abstain from a decision of the majority. A Trustee shall be absolved from personal liability by registering its dissent or abstention in the records of the trust. After doing so, the dissenting Trustee shall then act with the other Trustee in any way necessary or appropriate to effectuate the decision of the majority.

Notwithstanding any provision of this agreement to the contrary, any Trustee may disclaim or release, in whole or in part, by an instrument in writing, any power it holds as Trustee, irrevocably or for any period of time that the Trustee may specify. The Trustee may make the relinquishment of a power personal to the Trustee or may relinquish the power for all subsequent Trustee.

Section 7.13 Delegation of Trustee Authority; Power of Attorney

Subject to the limitations set forth in Section 8.21, any Trustee may, by an instrument in writing, delegate to any other Trustee the right to exercise any power (including a discretionary power) granted the Trustee in this agreement. During the time a delegation under this Section is in effect, the Trustee to whom the delegation was made may exercise the power to the same extent as if the delegating Trustee had personally joined in the exercise of the power. The delegating Trustee may revoke the delegation at any time by giving written notice of revocation to the Trustee to whom the power was delegated.

Unless a Trustee elects otherwise in a written instrument delivered to the other Trustee, if two or more Trustee are serving, anyone Trustee may sign any checks, agreements or other documents on behalf of the trust with the same force and effect as if all Trustee had signed. Persons dealing with the signing Trustee in good faith may rely upon the signing Trustee's authority to act on behalf of the trust without inquiry as to the other Trustee's acquiescence to such action.

The Trustee may execute and deliver a revocable or irrevocable power of attorney granting any individual or entity the power to transact any and all business on behalf of the trust or any other trust created under this agreement. The power of attorney may grant to the attorney-in-fact all of the rights, powers, and discretion that the Trustee is entitled to exercise under this agreement.

Section 7.14 Additions to Separate Trusts

If upon the termination of any trust created under this agreement a final distribution is to be made to a person who is the only beneficiary of another trust created under this agreement, the Trustee shall make the distribution to the second trust instead of distributing the property to the beneficiary outright. For purposes of administration, the Trustee shall treat the distribution as though it had been an original part of the second trust.

Section 7.15 Authority to Merge or Sever Trusts

The Trustee may merge and consolidate a trust created under this agreement with any other trust, if the two trusts contain substantially the same terms for the same beneficiaries and at least one Trustee in common.

The Trustee may administer the merged and consolidated trust as a single trust or unit. If, however, a merger or consolidation does not appear feasible, the Trustee may consolidate the assets of the trusts for purposes of investment and trust administration while retaining separate records and accounts for each respective trust.

The Trustee may sever any trust on a fractional basis into two or more separate and identical trusts or may segregate a specific amount or asset from the trust property by allocation to a separate account or trust. The separate trusts may be funded on a non *pro rata* basis provided that funding is based on the total fair market value of the assets on the date of funding. Income earned on a segregated amount or specific asset after the segregation passes with the amount or asset segregated. The Trustee shall hold and administer each separate trust upon terms and conditions substantially identical to those of the trust from which it was severed.

Subject to the terms of the trust, the Trustee may consider differences in federal tax attributes and other pertinent factors in administering the trust property of any separate account or trust, in making applicable tax elections, and in making distributions. A separate trust created by severance must be treated as a separate trust for all purposes from the date on which the severance is effective; however, the effective date of severance may be retroactive to a date before the date on which the Trustee exercises the power.

Section 7.16 Authority to Terminate Trusts

If, at any time, the Trustee, other than an Interested Trustee, in its sole and absolute discretion, determines that any trust created under this agreement is no longer economical or is otherwise inadvisable to administer as a trust, or if the Trustee, other than an Interested Trustee, deems it to be in the best interest of the beneficiaries, the Trustee, without further responsibility, may terminate the trust and distribute the trust property, including any undistributed net income, in the following order of priority:

To the beneficiaries then entitled to mandatory distributions of net income of the trust and in the same proportions; and

If none of the beneficiaries are entitled to mandatory distributions of net income, to the beneficiaries then eligible to receive discretionary distributions of net income of the trust, in such amounts and shares as the Trustee, other than an Interested Trustee, may determine.

Section 7.17 Merger of Corporate Fiduciary

If any corporate fiduciary acting as the Trustee under this agreement is merged with or transfers substantially all of its trust assets to another corporation or if a corporate fiduciary changes its name, the successor shall automatically succeed to the trusteeship as if originally named a Trustee. No document of acceptance of trusteeship shall be required.

Section 7.18 Beneficiary's Status

Until the Trustee receives notice of the incapacity, birth, marriage, death or other event upon which a beneficiary's right to receive payments may depend, the Trustee shall not be liable for acting or failing to act with respect to the event or for disbursements made in good faith to persons whose interest may have been affected by such event. Unless otherwise provided in this agreement, the parent or legal representative may act on behalf of a beneficiary who is a minor or is incapacitated.

The Trustee may rely on any information provided by a beneficiary with respect to the beneficiary's assets and income. The Trustee shall have no independent duty to investigate the status of any beneficiary and shall not incur any liability for failure to do so.

Section 7.19 Discharge of Third Persons

Persons dealing in good faith with the Trustee shall not be required to see to the proper application of money paid or property delivered to the Trustee, or to inquire into the authority of the Trustee as to any transaction. The receipt from the Trustee for any money or property paid, transferred or delivered to the Trustee shall be a sufficient discharge to the person or persons paying, transferring or delivering the money or property from all liability in connection with its application.

The Rikard Family Trust

Section 7.20 Certificate by Trustee

A written statement of the Trustee may always be relied upon by, and shall always be conclusive evidence in favor of, any transfer agent or any other person dealing in good faith with the Trustee in reliance upon the statement.

Section 7.21 Authorization to Reimburse Grantor for Income Tax Liability

The Trustee may distribute to a Grantor or the Grantor's legal representative income or principal of the trust sufficient to satisfy the personal income tax liability attributable to the Grantor for inclusion of all or part of the trust's income in the Grantor's taxable income.

Article Eight: The Trustee's Powers

Section 8.01 Introduction to Trustee's Powers

Except as otherwise specifically provided in this agreement, the Trustee may exercise, without prior approval from any court, all the powers conferred by this agreement and any other powers conferred by law, including, without limitation, those powers set forth under the common law or statutory law of the State of Mississippi or any other jurisdiction whose law applies to this trust. The powers set forth in the Mississippi Fiduciary Act are specifically incorporated into this trust agreement. The powers conferred upon the Trustee by law, including those powers conferred by the Mississippi Fiduciary Act, shall be subject to any express limitations or contrary directions contained in this agreement.

The Trustee shall exercise these powers in the manner the Trustee determines to be in the best interests of the beneficiaries. The Trustee shall not exercise any of its powers in a manner that is inconsistent with the right of the beneficiaries to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee of a trust may have duties and responsibilities in addition to those described in this agreement. I encourage the Trustee to obtain appropriate legal advice if the Trustee has any questions concerning its duties and responsibilities as Trustee.

Section 8.02 Execution of Documents by The Trustee

The Trustee may execute and deliver any and all instruments in writing that the Trustee considers necessary to carry out any of the powers granted in this agreement.

Section 8.03 Investment Powers in General

The Trustee may invest in any type of investment that the Trustee determines is consistent with the investment goals of the trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account the trust's overall investment portfolio.

Without limiting the Trustee's investment authority in any way, I request that the Trustee exercise reasonable care and skill in selecting and retaining trust investments. I also request that the Trustee take into account the following factors in choosing investments for the trust:

The potential return from the investment, both in the form of income and appreciation;

The potential income tax consequences of the investment;

The investment's potential for volatility; and

The role the investment will play in the trust's portfolio.

I request that the Trustee, in arranging the investment portfolio of the trust, also consider the possible effects of inflation or deflation, changes in global and U.S. economic conditions, transaction expenses, and the trust's need for liquidity.

The Rikard Family Trust

The Trustee may delegate its discretion to manage trust investments to any registered investment adviser or corporate fiduciary.

Section 8.04 Banking Powers

The Trustee may establish bank accounts of any type in one or more banking institutions that the Trustee may choose. The Trustee may open accounts in the name of the Trustee (with or without disclosing fiduciary capacity) or in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the fiduciary nature of the account or refer to any trust or Trustee.

An account from which the Trustee makes frequent disbursements need not be an interest bearing account. The Trustee may authorize withdrawals from an account by check, draft or other instrument or in any other manner.

Section 8.05 Business Powers

The Trustee is authorized to serve as an officer, director, manager, or in any other capacity of any proprietorship, partnership, joint venture, corporation, or other enterprise in which the trust has an interest (whether or not such interest is total or controlling). The Trustee may receive compensation for services.

The Trustee may contract with and otherwise deal with any such enterprise in the same manner as it would with any enterprise in which the trust has no interest, and may use any voting power the Trustee may have to implement its authority (whether as Trustee or as an officer, director, or other official of the enterprise).

With respect to any units in a limited liability company, limited partnership, or stock in a closely-held corporation ("closely-held company") that are contributed to the trust, the powers granted to the Trustee in this Article shall not disqualify the Trustee from acting personally and independently, and not in a fiduciary capacity, with respect to any closely held company, from holding office in the closely-held company, from accepting remuneration from the closely-held company, from voting any units or stock in favor of the Trustee as a director or officer of the closely-held company, or from purchasing or selling units or stock of the closely-held company.

If any trust created under this agreement is funded with subchapter S stock, the Trustee may either elect to qualify the trust as a qualified subchapter S trust ("QSST") under Section 1361(d)(3) of the Internal Revenue Code or as an electing small business trust under Section 1361(e)(1) to administer the trust in accordance with the requirements of the corresponding Section.

Section 8.06 Contract Powers

The Trustee may sell at public or private sale, transfer, exchange for other property, and otherwise dispose of trust property for consideration and upon terms and conditions that the Trustee deems advisable. The Trustee may grant options of any duration for any such sales, exchanges, or transfers of trust property.

The Trustee may enter into contracts, and may deliver deeds or other instruments, that the Trustee deems appropriate.

Section 8.07 Common Investments

For purposes of convenience with regard to the administration and investment of the trust property, the Trustee may invest part or all of the trust property jointly with trust property of other trusts for which the Trustee is also serving as a Trustee. For this purpose, a corporate fiduciary acting as the Trustee may use common funds for investment.

When trust property is managed and invested in this manner, the Trustee shall maintain records that sufficiently identify that portion of the jointly invested assets that constitute the trust property of this trust.

Section 8.08 Environmental Powers

The Trustee shall have the right to inspect trust property to determine compliance with or to respond to any environmental law affecting the trust property. "Environmental law" shall mean any federal, state, or local law, rule, regulation, or ordinance relating to protection of the environment or of human health.

The Trustee may refuse to accept property if the Trustee determines that the property is or may be contaminated by any hazardous substance or is or was used for any purpose involving hazardous substances that could create liability to the trust or to the Trustee.

The Trustee may use and expend trust property to (i) conduct environmental assessments, audits or site monitoring; (ii) take remedial action to contain, clean up or remove any hazardous substance including a spill, discharge or contamination; (iii) institute, contest or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance; (iv) comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement or clean-up of any hazardous substance; and (v) employ agents, consultants and legal counsel to assist the Trustee in these actions.

The Trustee shall not be liable for any loss or reduction in value sustained by the trust as a result of the Trustee's retention of property on which hazardous materials or substances requiring remedial action are discovered unless the Trustee contributed to the resulting loss or reduction in value through willful misconduct or gross negligence.

The Trustee shall not be liable to any beneficiary or to any other party for any decrease in the value of trust property as a result of the Trustee's compliance with any environmental law, including any reporting requirement.

The Trustee may release, relinquish or disclaim any power held by the Trustee that the Trustee determines may cause the Trustee to incur individual liability under any environmental law.

Section 8.09 Farm, Ranch and Other Agricultural Powers

The Trustee may retain, acquire, and sell any farm or ranching operation, whether as a sole proprietorship, partnership, or corporation.

The Trustee may engage in the production, harvesting, and marketing of farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities, and acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Trustee may do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries.

Section 8.10 Insurance Powers

The Trustee may purchase disability, medical, liability, long-term health care and other insurance on behalf of and for the benefit of any beneficiary. The Trustee may purchase annuities and similar investments for any beneficiary.

The Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on my life, the life of any beneficiary, or on the life of any person in whom any beneficiary has an insurable interest. It is my intent that life insurance policies be considered proper investments of trust principal.

The provisions of this Section shall supersede the principles of general trust law with respect to the Trustee's duties and obligations relating to any life insurance policies owned or acquired by the trust.

The Trustee is specifically authorized, but not required, to invest all, some or none of the trust principal in policies of life insurance on my life or on the life of any other person for which an insurable interest exists.

The Trustee is under no obligation to continue in force any insurance policy forming a part of the trust principal and is under no obligation to pay premiums or other charges that may become due and payable under the provisions of any insurance policy at any time.

Except as otherwise provided in this agreement, the Trustee shall have all of the incidents of ownership and all possible powers with respect to any life insurance policy forming a part of the trust principal including, by way of illustration and not limitation, the following powers:

(a) Automatic Premium Loans

The Trustee shall have the power to execute or cancel any automatic premium loan agreement and the power to elect or cancel any automatic loan provision.

(b) Borrow for Premium Payments

The Trustee may borrow money with which to pay premiums due on a policy either from the company issuing the policy or from any other source. The Trustee may use the policy as security for the loan to the extent the policy permits.

(c) Policy Loans

The Rikard Family Trust

The Trustee may borrow from the life insurance carrier issuing a policy and may use the policy as security for the loan to the extent the policy permits.

(d) Exercise Option on a Policy

The Trustee may exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy.

(e) Reduce or Convert a Policy

The Trustee may reduce the amount of a policy or convert or exchange the policy.

(f) Surrender a Policy

The Trustee may surrender a policy at any time for its cash value or withdraw a portion of its cash value.

(g) Elect Paid-Up Insurance

The Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a life insurance policy.

(h) Sell Policies

The Trustee may sell a life insurance policy at its fair market value to the insured, to anyone having an insurable interest in the policy, or through a viatical or life settlement arrangement.

(i) Split Dollar Arrangements

The Trustee may enter into a split-dollar arrangement with respect to a policy with a beneficiary or the employer of a beneficiary or with another trust provided a Trustee of this trust is serving as a Trustee of the other trust, notwithstanding that the split-dollar arrangement may constitute an act of self-dealing, so long as the split-dollar arrangement is not for the benefit of the Trustee, the Trustee's spouse, or any of their ancestors or descendants, or the spouses of their ancestors or descendants.

(j) Distribution of Policies

The Trustee shall have the power to transfer and assign a policy to a beneficiary as a distribution of trust property.

The Trustee shall make every effort to transfer any policy insuring a beneficiary's life to the insured beneficiary as part of the beneficiary's distributive share, unless the Trustee determines, in its sole and absolute discretion, that distribution of the policy in another manner would have better tax consequences for the beneficiary.

(k) Exercise All Other Rights, Options, or Benefits

The Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing the policy.

(l) Standard of Care With Respect to Acquisition and Retention of Life Insurance Policies

The Trustee shall have no duty at any time during the term of any trust created hereunder to diversify with respect to policies or to inquire into the suitability of an insurance policy or the financial condition of an insurer.

The Trustee may utilize all or any part of the trust principal and income to purchase and continue in force a policy without any duty to diversify the investments of the trust in assets other than life insurance. The Trustee may purchase all such insurance from one or more insurers without a duty to diversify the types of policies or to purchase policies from more than one insurer.

The Trustee shall have no liability for purchasing or retaining a policy of life insurance as authorized in this Section, even if the investment in the policy does not satisfy applicable standards of prudence or diversification, or if the policy is inferior to another investment, including another life insurance policy that the Trustee could have acquired. The Trustee shall have no liability or responsibility for any loss resulting from any failure of an insurer to pay claims under a policy, or for the exercise or non-exercise of any benefit, option or privilege under the policy, including the right to borrow or withdraw cash values in order to invest for a higher effective yield than under the policy.

The Trustee may, without incurring any liability to any person, purchase a policy upon the recommendation of an experienced insurance advisor. The Trustee shall be under no liability at any time during the term of this trust to any person for any loss suffered as a result of the financial condition, including insolvency, of any insurer.

The Trustee is authorized to invest in or retain indefinitely, a policy that holds or acquires an interest in any entity or asset held by me, members of my family or trusts created by me. The Trustee shall have no duty, responsibility or liability to monitor the investments or the investment performance of a policy owned by this trust.

The Trustee shall not be liable for a loss, decrease in value or the economic consequences sustained as a result of the Trustee acquiring or retaining a policy, absent the Trustee's willful misconduct. The sole duty of the Trustee with respect to a policy shall be to hold the policy and pay the premiums.

Section 8.11 Loans and Borrowing Powers

The Trustee may make secured or unsecured loans to any person (including a beneficiary), entity, trust or estate, for any term or payable on demand, with or without interest. The Trustee may enter into or modify the terms of any mortgage or security agreement granted in connection with any loan and may release or foreclose on the mortgage or security.

The Trustee may borrow money at interest rates and on other terms that it deems advisable from any person, institution or other source including, in the case of a corporate fiduciary, its own banking or commercial lending department.

The Trustee may encumber trust property by mortgages, pledges and other hypothecation and shall have the power to enter into any mortgage, whether as a mortgagee or mortgagor even though the term may extend beyond the termination of the trust and beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities.

The Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. The Trustee may accept deeds in lieu of foreclosure.

Section 8.12 Nominee Powers

The Trustee may hold real estate, securities and any other trust property in the name of a nominee or in any other form without disclosing the existence of any trust or fiduciary capacity.

Section 8.13 Oil, Gas and Mineral Interests

The Trustee may acquire, maintain, develop and exploit, either alone or jointly with others, any oil, gas, coal, minerals or other natural resource rights or interests.

The Trustee may drill, test, explore, mine, develop, extract, remove, convert, manage, retain, store, sell and exchange any of such rights and interests on terms and for a price that the Trustee deems advisable.

The Trustee may execute leases, pooling and unitization agreements and other types of agreements in connection with such oil, gas, coal, mineral and other natural resource rights and interests even though such arrangements may extend beyond the termination of the trust.

The Trustee may execute division orders, transfer orders, releases, assignments, farm outs, and any other instruments that it deems proper.

The Trustee may employ the services of consultants and outside specialists in connection with the evaluation, management, acquisition, disposition, and development of any mineral interest, and may pay the cost of the services from the principal and income of the trust property.

Section 8.14 Payment of Taxes and Expenses

Except as otherwise provided in this agreement, the Trustee is authorized to pay all property taxes, assessments, fees, charges, and other expenses incurred in the administration or protection of the trust. All payments shall be a charge against the trust property and shall be paid by the Trustee out of the income, or to the extent that the income is insufficient, then out of the principal of the trust property. The determination of the Trustee with respect to the payment of expenses shall be conclusive upon the beneficiaries.

Section 8.15 Purchase of Assets from and Loans to the Probate Estate

Upon my death, the Trustee is authorized to purchase and retain in the form received, as an addition to the trust, any property that is a part of my probate or trust estate. In addition, the Trustee may make loans, with or without security, to my probate or trust estate. The Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this Section.

Notwithstanding anything in this agreement to the contrary, the Trustee shall not have the power to use any trust property for the benefit of my estate as defined in Section 20.2042I (b) of Title 26 of the Code of Federal Regulations, unless such property is included in my gross estate for federal estate tax purposes.

Section 8.16 Real Estate Powers

The Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve and in general deal in and with real property in such manner and on such terms and conditions as the Trustee deems appropriate.

The Trustee may grant or release easements in or over, sub-divide, partition, develop, raze improvements, and abandon, any real property.

The Trustee may manage real estate in any manner that the Trustee deems best and shall have all other real estate powers necessary for this purpose.

The Trustee may enter into contracts to sell real estate. The Trustee may enter into leases and grant options to lease trust property even though the term of the agreement extends beyond the termination of any trusts established under this agreement and beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities. For such purposes, the Trustee may enter into any contracts, covenants and warranty agreements that the Trustee deems appropriate.

Section 8.17 Residences and Tangible Personal Property

The Trustee may acquire, maintain and invest in any residence for the use and benefit of the beneficiaries, whether or not the residence is income producing and without regard to the proportion that the value of the residence may bear to the total value of the trust property and even if retaining the residence involves financial risks that Trustee would not ordinarily incur. The Trustee may payor make arrangements for others to pay all carrying costs of the residence, including, but not limited to, taxes, assessments, insurance, expenses of maintaining the residence in suitable repair, and other expenses relating to the operation of the residence for the benefit of the beneficiaries.

The Trustee may acquire, maintain and invest in articles of tangible personal property, whether or not the property is income producing, and may pay the expenses of the repair and maintenance of the property.

The Trustee shall have no duty to convert the property referred to in this Section to productive property except as required by other provisions of this agreement.

The Trustee may permit any income beneficiary of the trust to occupy any real property or use any personal property owned by the trust on terms or arrangements that the Trustee may determine, including rent free or in consideration for the payment of taxes, insurance, maintenance, repairs, or other charges.

The Trustee shall have no liability for any depreciation or loss as a result of the retention of any property retained or acquired under the authority of this Section.

Section 8.18 Retention and Abandonment of Trust Property

The Trustee may retain, without liability for depreciation or loss resulting from retention, any property constituting the trust at the time of its creation, at the time of my death or as the result of the exercise of a stock option. The Trustee may retain property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.

The Trustee may hold property that is non-income producing or is otherwise nonproductive if holding the property is, in the sole and absolute discretion of the Trustee, in the best interests of the beneficiaries. On the other hand, the Trustee shall invest contributions of cash and cash equivalents as soon as reasonably practical after the assets have been acquired by the trust. The Trustee is permitted to retain a reasonable amount in cash or money market accounts in order to pay anticipated expenses and other costs and to provide for anticipated distributions to or for the benefit of a beneficiary.

The Trustee may abandon any trust property that the Trustee deems to be of insignificant value.

Section 8.19 Securities, Brokerage and Margin Powers

The Trustee may buy, sell, trade and otherwise deal in stocks, bonds, investment companies, mutual funds, common trust funds, commodities, options and other securities of any kind and in any amount, including short sales. The Trustee may write and purchase call or put options, and other derivative securities. The Trustee may maintain margin accounts with brokerage firms and may pledge securities to secure loans and advances made to the Trustee or to or for the benefit of a beneficiary.

The Trustee may place all or any part of the securities held by the trust in the custody of a bank or trust company. The Trustee may have all securities registered in the name of the bank or trust company or in the name of its nominee. The Trustee may appoint the bank or trust company as the agent or attorney in fact to collect, receive, receipt for and disburse any income and generally to perform the duties and services incident to a custodian of accounts.

The Trustee may employ a broker-dealer as a custodian for securities held by the trust and may register the securities in the name of the broker-dealer or in the name of a nominee with or without the addition of words indicating that the securities are held in a fiduciary capacity. The Trustee may hold securities in bearer or uncertificated form and may use a central depository, clearing agency or book-entry system, such as The Depository Trust Company, Euroclear or the Federal Reserve Bank of New York.

The Trustee may participate in any reorganization, recapitalization, merger or similar transaction. The Trustee may exercise or sell conversion or subscription rights for securities of all kinds and description.

The Trustee may give proxies or powers of attorney that may be discretionary and with or without powers of substitution. The Trustee may vote or refrain from voting as to any matter.

Section 8.20 Settlement Powers

The Trustee may settle, by compromise, adjustment, arbitration or otherwise any and all claims and demands in favor of or against the trust. The Trustee may release or abandon any claim in favor of the trust.

Section 8.21 Limitation on The Trustee's Powers

All powers granted to the Trustee under this agreement or by applicable law shall be limited as set forth in this Section, unless explicitly excepted by reference to this Section.

(a) An Interested Trustee Limited to Ascertainable Standards

An Interested Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal, or the termination of the trust to or for the benefit of a beneficiary, to the

extent that the exercise of such discretion is other than for the health, education, maintenance or support of a beneficiary as described under Sections 2041 and 2514 of the Internal Revenue Code.

(b) No Distributions in Discharge of Certain Legal Obligations

The Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the Trustee, including the obligation of support.

If a beneficiary or any other person has the power to remove a Trustee, that Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the person having the power to remove the Trustee, including that person's obligation of support.

(c) Insurance Policy on the Life of The Trustee

If the trust holds a policy that insures the life of the Trustee, the Trustee shall have no right to exercise any powers or rights with respect to the policy. A Co-trustee serving under this agreement shall exercise the powers and rights with respect to the policy.

If the insured Trustee is the only Trustee, then an Independent Special Trustee designated under Section 2.08 shall exercise the powers and rights with respect to the policy.

If any rule of law or court decision construes the ability of the insured Trustee to name an Independent Special Trustee as an incident of ownership of the policy, then a majority of the then current mandatory and discretionary income beneficiaries (excluding the insured Trustee if he or she is a beneficiary) shall select the Independent Special Trustee.

(d) Insurance Policy on a Beneficiary's Life

If the trust holds a policy that insures the life of a beneficiary, the beneficiary (acting individually or as Trustee) shall have no power over the policy, the cash value of the policy, or the proceeds of the policy. The intent of this denial of power is to prevent an insured beneficiary from having a power that would constitute an incident of ownership of the policy.

In addition, no distribution of income or principal to the insured beneficiary shall be satisfied out of the proceeds of the policy, the cash value of the policy or any other economic benefit of the policy.

The limitations of this subsection shall not apply if the proceeds of the policy would, upon the death of the beneficiary, otherwise be included in the gross estate of the beneficiary for federal estate tax purposes.

Article Nine General Provisions

Section 9.01 Maximum Term for Trusts

Notwithstanding any other provision of this agreement to the contrary, unless terminated earlier under other provisions of this agreement, any trust created under this agreement shall terminate 21 years after the last to die of the descendants of my maternal and paternal grandparents who are living at the time this agreement is signed.

At that time, the remaining trust property shall vest in and be distributed to those persons then entitled to receive mandatory distributions of net income of the trust and in the same proportions. If no beneficiary is entitled to mandatory distributions of net income, the remaining trust property shall vest in and be distributed to the beneficiaries entitled to receive discretionary distributions of net income of the trust in equal shares *per stirpes*.

Section 9.02 Spendthrift Provision

Neither the income nor the principal of the trust property shall be assigned, anticipated or alienated in any manner by any beneficiary, nor shall it be subject to attachment, bankruptcy proceedings or any other legal process, or to the interference or control of creditors or others.

Nothing contained in this Section shall restrict in any way the exercise of any power of appointment granted in this agreement.

Section 9.03 Contest Provision

If, after receiving a copy of this Section, any person shall, in any manner, directly or indirectly, attempt to contest or oppose the validity of this agreement, (including any amendment to this agreement), or commences, continues or prosecutes any legal proceedings to set this agreement aside, then such person shall forfeit his or her share, cease to have any right or interest in the trust property, and shall, for purposes of this agreement be deemed to have predeceased us.

Section 9.04 Changing the Situs of Administration

The Trustee may, at any time, remove all or any part of the property or the situs of administration of the trust from one jurisdiction to another. The Trustee may elect, by filing an instrument with the trust records, that the trust shall thereafter be construed, regulated and governed as to administration by the laws of the new jurisdiction. The Trustee may take action under this Section for any purpose the Trustee deems appropriate, including the minimization of any taxes in respect of the trust or any beneficiary of such trust.

If necessary, the beneficiaries entitled to receive distributions of net income under the trust may, by majority consent, appoint a corporate fiduciary in the new situs. If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

Section 9.05 Definitions

For purposes of this agreement, the following terms shall have the following meanings:

The Rikard Family Trust

(a) Adopted and Afterborn Persons

A legally adopted person in any generation and his or her descendants, including adopted descendants, shall have the same rights and shall be treated in the same manner under this agreement as natural children of the adopting parent, provided such person is legally adopted prior to attaining the age of 18 years. A person shall be deemed to be legally adopted if the adoption was legal in the jurisdiction in which it occurred at the time that it occurred.

A fetus in utero that is later born alive shall be considered a person in being during the period of gestation.

(b) Agreement

The term "this agreement" means this trust agreement and includes all trusts created under the terms of this agreement.

(c) Descendants

The term "descendants" shall include a person's lineal descendants of all generations.

(d) Education

The term "education" is intended to be an ascertainable standard in accordance with Section 2041 and Section 2514 of the Internal Revenue Code and shall include, but not be limited to:

Enrollment at private elementary, junior and senior high school including boarding school;

Undergraduate and graduate study in any field at a college or university;

Specialized, vocational or professional training or instruction at any institution, including private instruction; and

Any other curriculum or activity that the Trustee may deem useful for developing the abilities and interests of a beneficiary including, without limitation, athletic training, musical instruction, theatrical training, the arts and travel.

The term "education" shall also include distributions made by the Trustee for expenses such as tuition, room and board, fees, books and supplies, tutoring and transportation and a reasonable allowance for living expenses.

(e) Grantor

"Grantor" shall have the same legal meaning as "Settlor," "Trustor" or any other term referring to the maker of a trust.

(f) Incapacity

Except as otherwise provided in this agreement, a person shall be deemed incapacitated in anyone of the following circumstances.

(1) The Opinion of Two Licensed Physicians

An individual shall be deemed incapacitated whenever, in the opinion of two licensed physicians, the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause.

An individual shall be deemed restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

(2) Court Determination

An individual shall be deemed incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent or legally incapacitated.

(3) Detention, Disappearance or Absence

An individual shall be deemed incapacitated whenever he or she cannot effectively manage his or her property or financial affairs due to the individual's unexplained disappearance or absence for more than 30 days, or whenever he or she is detained under duress.

An individual's disappearance or absence or detention under duress may be established by an affidavit of the Trustee, or, if no Trustee is serving, by the affidavit of any beneficiary. The affidavit shall describe the circumstances of the individual's disappearance, absence or detention and may be relied upon by any third party dealing in good faith with the Trustee in reliance upon the affidavit.

(g) Income Beneficiary

The term "income beneficiary" means any beneficiary who is then entitled to receive distributions of the net income of the trust, whether mandatory or discretionary.

Unless otherwise provided in this agreement, the phrase "majority of the income beneficiaries" means any combination of income beneficiaries who, if all accrued net income were distributed on the day of a vote by the beneficiaries, would receive more than 50% of the accrued net income. For purposes of this calculation, beneficiaries who are eligible to receive discretionary distributions of net income shall be deemed to receive the income in equal shares.

References to a "majority" refer to a majority of the entire trust collectively until the Trustee allocates property to separate trusts or trust shares. After the allocation of property to separate trusts or trust shares, references to a "majority" refer to a majority of each separate trust or trust share.

(h) Independent Trustee

The term "Independent Trustee" means a Trustee who is not an Interested Trustee as defined in subsection (i) and includes an Independent Special Trustee appointed under the provisions of Section 2.08. Whenever (1) a power is granted exclusively to an Independent Trustee or (2) the phrase "other than an Interested Trustee" is used, then the power or discretion may be exercised only by an Independent Trustee. Whenever this

agreement specifically prohibits an Interested Trustee from exercising discretion or performing an act, then only an Independent Trustee may exercise that discretion or perform that act.

(i) Interested Trustee

The term "Interested Trustee" means (1) a Trustee who is a transferor of property to the trust; (2) a Trustee who is a beneficiary of the trust; (3) a Trustee who is related or subordinate within the meaning of Section 672(c) of the Internal Revenue Code to a transferor of property to the trust or a beneficiary of the trust; or (4) a Trustee whom a transferor of property to the trust or a beneficiary of the trust can remove and replace by appointing a Trustee that is related or subordinate to the beneficiary within the meaning of Section 672(c) of the Internal Revenue Code.

For purposes of this subsection "a transferor of property to the trust" includes a person whose qualified disclaimer resulted in property passing to the trust.

For purposes of this subsection "a beneficiary of the trust" means a person who is or in the future may be eligible to receive income or principal from the trust pursuant to the terms of the trust. A person shall be considered a beneficiary of a trust even if he or she has only a remote contingent remainder interest in the trust; however, a person shall not be considered a beneficiary of a trust if the person's only interest is as a potential appointee under a testamentary power of appointment.

(j) Internal Revenue Code and Treasury Regulations

References to the "Internal Revenue Code" or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and the corresponding Treasury Regulations, if any. References to the "Treasury Regulations," are to the Treasury Regulations under the Internal Revenue Code in effect from time to time. If a particular provision of the Internal Revenue Code is renumbered, or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference shall be deemed to be made to the renumbered provision or to the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this agreement. The same rule shall apply to references to the Treasury Regulations.

(k) Legal Representative

As used in this agreement, the term "legal representative" means a person's guardian, conservator, executor, administrator, Trustee, or any other person or entity personally representing a person or the person's estate.

(l) Per Stirpes

Whenever a distribution is to be made to a person's descendants *per stirpes*, the distribution shall be divided into as many shares as there are then living children of such person and deceased children of such person who left then living descendants. Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living descendants in the same manner.

(m) Primary Beneficiary

The primary beneficiary of a trust created under this agreement is the oldest income beneficiary of that trust unless some other individual is specifically designated as the primary beneficiary of that separate trust.

(n) Shall and May

Unless otherwise specifically provided in this agreement or by the context in which used, I use the word "shall" in this agreement to command, direct or require, and the word "may" to allow or permit, but not require. In the context of the Trustee, when I use the word "may" I intend that the Trustee may act in its sole and absolute discretion unless otherwise stated in this agreement.

(o) Trust

The terms "this trust" or "this trust agreement" shall refer to this agreement and all trusts created under the terms of this agreement.

(p) Trustee

The term "the Trustee" or "Trustee" refers to the Trustee named in Article One and to any successor, substitute, replacement or additional person, corporation or other entity that is from time to time acting as the Trustee of any trust created under the terms of this agreement. The term "Trustee" refers to singular or plural as the context may require.

(q) Trust Property

The phrase "trust property" shall be construed to mean all property held by the Trustee under this agreement, including all property that the Trustee may acquire from any source.

Section 9.06 General Provisions and Rules of Construction

The following general provisions and rules of construction shall apply to this agreement:

(a) Duplicate Originals

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Any person may rely upon a copy of this agreement certified under oath by the Trustee to be a true copy, to the same effect as if it were an original.

(b) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word "or" when used in a list of more than two items may function as both a conjunction and a disjunction as the context requires or permits.

(c) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and subsections used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

(d) Governing State Law

This agreement shall be governed, construed and administered according to the laws of the State of Mississippi as from time to time amended, except as to trust property required by law to be governed by the laws of another jurisdiction and unless the Situs of Administration is changed as provided in Section 9.04.

(e) Notices

Unless otherwise stated, whenever this agreement calls for notice, the notice shall be in writing and shall be personally delivered with proof of delivery, or mailed postage prepaid by certified mail, return receipt requested, to the last known address of the party requiring notice. Notice shall be effective on the date personally delivered or on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice shall be effective on the date it would normally have been received via certified mail. If notice is required to be given to a minor or incapacitated individual, notice shall be given to the parent or legal representative of the minor or incapacitated individual.

(f) Severability

The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this agreement shall be interpreted and construed as if the invalid provision had never been included in this agreement.

I have executed this agreement on the day and year first above written. This Irrevocable Trust Agreement shall be effective when signed by me, whether or not now signed by a Trustee.

I certify that I have read this Irrevocable Trust Agreement, that I understand it, and that it correctly states the provisions under which the trust property is to be administered and distributed by the Trustee.

Nellie Mae Rikard
NELLIE MAE RIKARD, GRANTOR

Betsy Nichols
BETSY NICHOLS, TRUSTEE

Samuel P. Rikard
SAMUEL P. RIKARD, TRUSTEE

STATE OF MISSISSIPPI]
] ss.
COUNTY OF Desoto]

DK P BK 147 PG 187

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, within and for the County and State aforesaid, duly commissioned and acting, Samuel P. Rikard, known to me (or satisfactorily proven) to be the person whose name IS subscribed to the foregoing instrument and acknowledged that he had executed the same for the purposes therein contained.

WITNESS my hand and seal as such Notary Public this 28 day of September, 2011.

Tina Rena Griffith
Notary Public



STATE OF MINNESOTA]
] ss.
COUNTY OF Olmsted]

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, within and for the County and State aforesaid, duly commissioned and acting, Nellie Mae Rikard and Betsy Nichols, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they had executed the same for the purposes therein contained.

WITNESS my hand and seal as such Notary Public this 29 day of September, 2011.

Lori Kingsley
Notary Public

