


## TRUST AGREEMENT

W. W. A.



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THIS AGREEMENT made this 19 day of August, 1977, between WILLIAM W. ADAMS, SR., of Jackson County, Kansas City, Missouri, as Grantor (hereinafter sometimes called "Grantor"), and BERT N. ADAMS of Madison, Wisconsin, and WILLIAM W. ADAMS, JR., of Liberty, Missouri, and COMMERCIAL BANK OF LIBERTY, MISSOURI, N.A., as Co-Trustees (hereinafter sometimes called "Trustees"):

WITNESSETH:

WHEREAS, Grantor desires to create a revocable trust for the purposes hereinafter set forth;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, Grantor has designated the Corporate Trustee as beneficiary of each of the insurance policies described in Schedule A attached and does hereby transfer, assign, convey and set over unto the Trustees the property described in Schedule B hereto annexed.

TO HAVE AND TO HOLD the same and any other property which the Trustees may hereafter at any time hold or acquire from Grantor or otherwise, all of which is hereinafter collectively referred to as the "trust estate," IN TRUST, NEVERTHELESS, for the following uses and purposes and subject to the following terms and conditions:

FIRST:

A. The Trustees shall hold, manage, invest and reinvest the trust estate, collect the income therefrom and pay over all of the net income, if any, to Grantor, in quarterly or more frequent installments, during his life, and upon his death shall divide the trust estate, as then constituted, including any additions thereto to which the Trustees may be entitled by reason of Grantor's death, into two shares determined as follows:

1. The first share (to be created only if Grantor's wife, BEILAH REEVES ADAMS survives him, hereinafter sometimes referred to as the Marital Trust, shall be in an amount equal in value to one half of my adjusted estate as determined for Federal Estate Tax purposes, reduced by the value for Federal Estate tax purposes of all items

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in Grantor's gross estate which qualify for said deduction and which pass or have passed to or for the benefit of Grantor's wife under provisions of Grantor's Will, by operation of law, through insurance contracts, or otherwise.

In making the computations necessary to determine the amount of this share, and in allocating assets thereto, the Trustees shall be governed by the final determinations in the Federal estate tax proceedings in Grantor's estate, as reported in writing to the Trustees by Grantor's Executors or Administrator, except that any property so allocated which was not valued in such proceedings shall be valued at its cost.

In implementing such transfer, the Trustees are directed to distribute assets, including cash, having an aggregate fair market value at the date or dates of distribution amounting to no less than the amount of the transfer so computed, as finally determined for Federal Estate tax purposes. In making such distributions the Trustees may give as much consideration to the basis of the assets as they deem appropriate.

No asset or proceeds of any asset shall be included in the trust as to which a marital deduction is not allowable if included. The marital Trust shall abate to the extent that it cannot be satisfied in the manner herein provided. Such share shall not be reduced by any estate or inheritance taxes.

2. The second share, hereinafter sometimes referred to as the Non-Marital Trust, shall consist of so much of the trust estate as is not included in the first share and shall consist of all of said trust estate, if Grantor's said wife does not survive him.

B. The property comprising the Marital Trust, if any, shall be held, managed, invested and reinvested by the Trustees, and the Trustees shall collect the income therefrom and pay over and distribute the net income and principal thereof as follows:

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1. While Grantor's said wife is living after his death,  
the Trustees -

(a) -shall pay over to her, not less often than  
quarter-annually, all of the net income of the trust;  
and

(b) Shall distribute such part or all of the principal  
of the marital trust to her as she may request from time  
to time by an instrument or instruments in writing delivered  
to the Trustees.

2. Upon the death of Grantor's said wife,

(a) The Trustees shall pay over and distribute the  
principal and any undistributed net income of the Marital  
Trust, as then constituted, to or for the benefit of such  
persons or corporations, or the estate of Grantor's wife,  
in such amounts or proportions and in such lawful interests  
or estates, whether absolute or in trust, as said wife may  
have appointed by specific reference to this power in her  
Last Will and Testament.

(b) If such power of appointment is for any reason  
not effectively or fully exercised by Grantor's said wife,  
then that part or all of the principal and undistributed  
net income of the trust estate not so appointed by her shall  
be added to and disposed of as a part of the Non-Marital  
Trust, subject to all the terms and conditions thereafter  
pertaining thereto.

3. Grantor intends that the property in the Marital Trust  
shall be available for the marital deduction allowed by the  
Federal Estate tax law applicable to his estate. Therefore,  
anything herein to the contrary notwithstanding, it is agreed  
that with respect to the Marital Trust:

(a) During the lifetime of Grantor's said wife, the  
Trustees shall not, without her consent, retain beyond a  
reasonable time any property which may be or become  
unproductive or invest in unproductive property;



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(b) The Trustees, in their discretion, may join with Grantor's wife in entering into any agreement with the Commissioner of Internal Revenue or other taxing authority in order to qualify the Marital Trust for such marital deduction; and

(c) No power or discretion granted to the Trustees by any other provision of this instrument shall be exercised or exercisable by them, except to the extent and in a manner consistent with said intention, and any question pertaining to the Marital Trust shall be resolved accordingly.

C. The property comprising the Non-Marital Trust shall be held, managed, invested and reinvested by the Trustees, and the Trustees shall collect the income therefrom and pay over and distribute the net income and principal thereof as follows:

1. While Grantor's said wife is living, the Trustees shall pay over to her not less often than quarter-annually all of the net income of the trust, except that if she remarries, then, during any period of such remarriage and so long as one or more descendants of Grantor are living, all of the net income shall be paid over to Grantor's descendants living from time to time, per stirpes.

2. During such time as Grantor's said wife is living and is not remarried, the Trustees shall pay over to her, in addition to any income payable hereunder, such amounts from the principal of the Non-Marital Trust as she may from time to time request in writing, but no one such payment shall exceed the greater of Five Thousand Dollars (\$5,000.00) or five percent (5%) of the market value of the Non-Marital Trust at the time such payment is made, and in the event of more than one such payment during a calendar year, the aggregate of all such payments in that year shall not exceed the greater of Five Thousand Dollars (\$5,000.00) or five percent (5%) of the market value of the Non-Marital Trust at the time the last payment is made.

*W. J. A.*



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3. Upon the death of my said wife or upon my death, if she does not survive me, the Trustees shall pay over and distribute the principal and undistributed net income of the trust estate to my then living descendants per stirpes.

D. If, upon the termination of any separate trust created hereunder, none of the persons to whom the principal and any undistributed net income of such trust is directed to be distributed is living, the Trustees in lieu of such distribution, shall pay over and distribute the same to the person or persons to whom, and in the shares and proportions in which, Grantor's Administrator would have been required to distribute the same had Grantor died intestate, a resident of the State of Missouri and possessed thereof at such time.

E. Irrespective of anything herein to the contrary,

1. If, upon the termination of any separate trust created hereunder, any part of the principal thereof shall be distributable to a child of Grantor for whose sole benefit the Trustees are then holding any part of another share in trust hereunder, the principal so distributable shall be added to and disposed of as a part of such trust, subject to all the terms and provisions thereafter pertaining thereto.

2. Whenever any part of the principal of any trust created hereunder shall become distributable to a person who has not then attained twenty-one (21) years of age, as his absolute property, the Trustees may, in their discretion, withhold distribution of such property and invest and reinvest the same, collect the income therefrom, and during the time such person is under Twenty-one (21) years of age, may apply so much of the net income or principal to the care, support, maintenance, or education of such person as the Trustees deem necessary or advisable, without the intervention of any guardian or curator, and accumulate, invest and reinvest the balance of such income, if any, until such person attains the age of twenty-one (21) years, and thereupon pay over to him the unexpended principal and income so withheld. If such person dies before attaining the age of twenty-one (21) years, all such

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principal and income shall be paid over to the estate of such person. The authority conferred upon the Trustees by this paragraph shall not operate to suspend or prevent the absolute vesting of any property in such person. With respect to the administrator of any such property, the Trustees shall have all the powers, authority and discretion vested in them under the provisions of this Agreement.

SECOND. The provisions herein contained for the distribution of income and principal of the trust estate, and of each and every share or part thereof, shall be supplemented by and, when necessary, shall be subject to the following:

A. If at any time, in the sole judgment of the Trustees, the aggregate of the income and principal payable hereunder and the funds available from all other sources of which the Trustees shall have knowledge,

1. to grantor or to Grantor's said wife shall be insufficient to provide adequately for his or her care, support, maintenance and medical needs, or for the care, support, maintenance and medical or other attention of any descendant of Grantor who may be dependent upon him or his wife;

2. to any child of Grantor, while a beneficiary, shall be insufficient to provide adequately for the care, support, maintenance, education and medical needs of such child or for the care, support, maintenance, education and medical or other attention of any other person dependent upon him;

3. to any other descendant of Grantor, while a beneficiary, shall be insufficient to provide adequately against any emergency which may arise affecting such beneficiary, occasioned by ill health, misfortune or otherwise;

the Trustees may pay to or for the benefit of Grantor, Grantor's said wife or other beneficiary from the principal of any trust estate created or then held for her or his benefit, such amounts as the Trustees, in their sole discretion, shall deem advisable for such purpose. Any payment made to Grantor's wife pursuant to the foregoing



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power shall be made from the Marital Trust, if sufficient, and, if not, from the Non-Marital Trust, but no payment shall be made from the Marital Trust which is not payable to her or made for her sole use and benefit. Grantor intends that the power of invasion herein conferred shall be exercised liberally by the Trustees, and that the interests of his wife be preferred to the interests of other beneficiaries; but the Trustees' decision as to the propriety and amount of any payment shall be final and binding upon all beneficiaries hereunder.

B. Whenever the beneficiary of any trust hereunder shall be under the age of twenty-one (21) or under a legal disability or, in the sole judgment of the Trustees, shall for any reason be unable to apply any payments which he is entitled to receive hereunder to his or her own best advantage, the Trustees -

1. may make such payment directly to such beneficiary, or to the guardian of his property, or to a person with whom such beneficiary resides at the time of such payment, or may themselves apply the same for the benefit of such beneficiary, and, except in the case of payments from the Marital Trust, for the benefit of anyone dependent upon such beneficiary, in such manner as the Trustees shall deem best, and the receipt of such guardian or person for any payment so made shall be a full and complete discharge to the Trustees with respect to any such payment; and

2. may withhold part or all of such payment (other than principal required to be paid upon termination of any trust in whole or in part, and other than the income of the Marital Trust which shall be payable to Grantor's said wife, while living, in all events) as, in the sole judgment of the Trustees, shall exceed the amount needed to provide for the suitable care, support, maintenance, education and welfare of such beneficiary, taking into consideration the needs of anyone dependent upon such beneficiary and all other funds available to him of which the Trustees shall have knowledge; and any income so withheld shall be added to the principal of the trust estate from which it was derived.



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The decision of the Trustees in any such case shall be final and binding upon all beneficiaries hereunder.

C. To the extent permitted by law, none of the beneficiaries hereunder shall have any power to dispose of or to charge by way of anticipation or otherwise any interest given to such beneficiary; and all sums payable to any beneficiary hereunder shall be free and clear of debts, contracts, alienations and anticipations of such beneficiary, and of all liabilities for levies and attachments and proceedings of any kind, at law or in equity, and, in the case of a married woman, free from the control of her husband.

D. Upon the death of any beneficiary, any accrued, accumulated or unpaid net income, which would have been payable to such beneficiary had such beneficiary lived, shall be paid as income to the beneficiary next succeeding in interest, unless otherwise provided herein or unless such net income shall have been validly appointed pursuant to a Power of appointment herein conferred.

E. Until the Trustees shall have received written notice of any death or other event upon which the right to any payment may depend, the Trustees shall incur no liability for any payment made or action taken by them in good faith.

F. Any person upon whom a power of appointment is herein conferred may, at any time or from time to time during his life, release such power of appointment with respect to any or all of the property subject to such power and further limit the persons in whose favor such power may be exercised.

G. In order to avoid undue delay, Grantor directs that if, at the expiration of three (3) calendar months after the date of death of any person, upon whom a testamentary power of appointment is herein conferred, no Will of such person, of which the Trustees have knowledge, has been offered for probate, the Trustees may find that such person died intestate and did not exercise the power of appointment herein conferred. Similarly, if at the expiration of three (3) calendar months after the date of such person's death, a Will of such person has been offered for probate or has been probated, the Trustees may find that such Will was the Last Will

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of such person and be guided by the provisions therein in determining whether or not the power of appointment herein conferred has been exercised, and, if exercised, the extent and manner thereof. The provisions of the two preceding sentences relating to findings which the Trustees are permitted to make are intended to protect and acquit the Trustees in making distribution in accordance with any such finding, but are not intended to conclude the rights of persons beneficially interested as between themselves nor as against any others to whom the Trustees may have made any such distribution.

H. Any trust still in existence on the day twenty-one (21) years after the death of the last to die of all the beneficiaries herein named or described who are living at the time said Trust becomes irrevocable by Grantor's death, or otherwise, shall forthwith terminate. The Trustees, in their uncontrolled discretion, may terminate at any time any trust created hereunder which shall have an aggregate principal value of Ten Thousand Dollars (\$10,000.00) or less. Upon termination of any trust, as herein provided, the Trustees shall pay over the trust estate, free and clear of any trust, to the beneficiaries then entitled to or permitted to receive the income thereof.

I. Notwithstanding any other provision of this Agreement, no payments, funds or property received by the Trustees as beneficiary of a trust or other contract forming a part of a pension, stock bonus or profit sharing plan qualified under or meeting the requirements of Section 401(a) of the Internal Revenue Code (or other section of the Code which may hereinafter be enacted in substitution therefor) shall be expended, disbursed or otherwise used or applied, directly or indirectly, by the Trustees in payment or satisfaction of any obligation or expenses of, or otherwise for the benefit of, the estate of the Grantor or other person with respect to whom such payments, funds or property are so received; nor shall any such payments, funds or property be lent to or applied to the purchase of assets from any such estate. The purpose of this prohibition is to preserve the

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exclusion of any such payments, funds or property from the gross estate of the decedent with respect to whom such proceeds are received, under the Federal estate tax law and regulations; and this paragraph shall be interpreted and construed in conformity with such purpose.

THIRD: In addition to and not in limitation of, any powers conferred upon fiduciaries by statute or general rules of law, the Trustees are expressly authorized, in their sole and absolute discretion:

A. To permit the proceeds of any insurance policy payable to them, or any part of such proceeds, to remain with the company under any option available under the terms of such policy, and the Trustees shall not be liable for any loss resulting to the trust estate by reason of having permitted such retention.

B. To acquire as an asset of the trust estate a life insurance policy on the life of any person to whom the income of the trust is then payable, or on the life of any person in whom such income beneficiary has an insurable interest, from such companies and in such amounts as the Trustees may deem advisable; to pay premiums on all such policies, from income or principal or both (other than income or principal of the Marital Trust), as the Trustees may determine and any such insurance shall be payable to, and all incidents of ownership shall be vested in, the Trustees.

C. To retain and hold in or as a part of the trust estate any investment or other property acquired from Grantor or Grantor's estate, with full power, nevertheless, to change and vary the form of any investment from time to time as to them shall seem best.

D. To invest the trust estate in such stocks, bonds, notes, and other securities or property, real or personal, including shares or interests in investment trusts and common trust funds, as they deem advisable, even though such investments may not be of the character generally deemed permissible for investments by fiduciaries. Investments need not be diversified and may be made or retained with a view to possible increase in value. The Trustees

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may at any time hold cash or readily marketable securities of low yield for such period as they may deem advisable.

E. To sell, exchange, convey or dispose of, or to grant options with respect to, any property, real or personal, which may at any time form a part of the trust estate, and any sale may be made by private contract or by public auction, and for cash or upon credit, or partly for cash and partly upon credit, as they may deem best, and no person dealing with the Trustees shall be bound to see to the application of any monies paid.

F. To exercise any rights and privileges to convert investments or other property into other investments or other property and to subscribe for additional securities, and to hold any assets so acquired as investments of the trust estate.

G. To vote in person or by proxy on any stocks or other securities held by them.

H. To join in, or to dissent from and to oppose, the reorganization, recapitalization, consolidation, sale or merger of corporations or properties in which they may be interested as Trustees upon such terms and conditions as they may deem wise, and to accept any securities which may be issued upon any such reorganization, recapitalization, consolidation, sale or merger, and thereafter to hold the same.

I. To manage, operate, repair and improve and to mortgage or lease, or both, regardless of the length of the term, any real estate forming a part of the trust estate.

J. To establish, from rents, profits and other income, such reserves for taxes, assessments, insurance, repairs, improvements, depreciation and maintenance of buildings and other property, as they shall deem advisable and consistent with the purposes of Grantor.

K. To continue and operate any business owned by Grantor and to do all things deemed advisable in connection therewith, including the power to incorporate and otherwise change the form of the business and to put additional capital into it, as they may deem best.

L. To compromise, compound and settle any obligation due to or from the trust estate (including Grantor's estate where appropriate).



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to reduce the rate of interest on, and to extend or otherwise modify, or to foreclose upon default or otherwise enforce, any such obligation.

M. To enforce or to abstain from the enforcement of any right, obligation, or claim, and to abandon, if in their absolute discretion they deem it advisable, any property, real or personal, which may at any time form a part of the trust estate, and in general, to protect in every way the interests of the trust estate and of the beneficiaries thereof, either before or after default.

N. To cause to be registered in their names, as Trustees, or in the nominee name of the Corporate Trustee, any securities or other property from time to time held by them, or to take and keep them registered, and to retain them or any part thereof in such condition that they will pass by delivery.

O. To lend funds of the Trust estate to Grantor's estate, upon such terms and conditions as the Trustees shall approve.

P. To borrow money from Commercial Bank of Liberty, N.A., or from others for any purpose connected with the protection, preservation or improvement of the trust estate whenever in their judgment advisable, and as security therefor to mortgage or pledge any property forming a part of the trust estate upon such terms and conditions as they deem advisable.

Q. Except as otherwise expressly provided elsewhere herein, to make any division or distribution in cash or in kind, or partly in cash and partly in kind, on the basis of market values at the time of such division or distribution, or if there be no recognized market value, at the fair value thereof. Any determination of recognized value or fair value of any security or property made by the Trustees for the purposes hereof shall be deemed presumptively correct.

R. To pay any and all expenses, costs, fees (including the Trustees' own fees), taxes, penalties or other charges and except as otherwise expressly provided herein to charge the same against principal or income or partly against the principal and partly against the income of the whole or any part of any trust.

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S. To determine, in case of doubt, how any money or other property received, or any gain or loss realized or incurred, shall be allocated as between income and principal, and to apportion between income and principal any loss or expenditure in connection with the Trust estate, as they may deem just, except that:

1. in the case of securities purchased at a discount the entire subsequent sale price or maturity value shall be credited to principal;

2. in the case of securities purchased at a premium, the premium shall be charged against principal without amortizing the same.

T. To rely upon any information, affidavit, certificate, letter notice, telegram, or other document, or upon any telephone conversation believed by them to be genuine and sufficient.

U. To submit to final arbitration any matter of difference with others.

V. To employ agents, attorneys and other persons whose services may be required in the administration of the trust estate and pay them reasonable compensation.

W. To make, execute, acknowledge and deliver any and all deeds, leases, assignments and other legal instruments necessary or proper to carry out the provisions of this agreement.

FOURTH: Grantor or any other person may, at any time and from time to time, transfer, deliver, bequeath or devise to the Trustees additional cash or other property acceptable to them which shall thereupon become a part of the trust estate and shall be held, managed and paid over by the Trustees, in accordance with and subject in all respects to the provisions of this Agreement. Any property, whether originally or subsequently transferred to the Trustees, may be commingled and treated as part of a single trust.

FIFTH: The Trustees shall be entitled to all income accrued and unpaid on any securities at the time of their receipt, and subject to the provisions of Article THIRD, paragraph S hereof, the same shall be income. No dividend the record date of which is prior to the delivery to Trustees of the shares on which such dividend is declared, shall become property of the trust.



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SIXTH: The Trustees shall any time during the administration of Grantor's estate purchase with trust funds at the market value thereof at the time of purchase, any securities or other property tendered to them by the Executors or Administrator of Grantor's estate. In case of uncertainty as to the market value of any property, it shall be fixed by the Trustees and Grantor's executors or Administrator, and their determination as to such value shall be binding and conclusive upon all persons claiming under this Agreement. If they shall be unable to agree, such value shall be determined by an appraiser to be agreed upon and appointed by them and his determination shall be conclusive in like manner. The expenses of any such appraisal shall be borne equally by Grantor's estate and by the Non-Marital Trust.

If the assets of Grantor's estate should be insufficient to satisfy Grantor's debts, expenses of administration, and any estate, inheritance, legacy, succession and transfer taxes, including penalties or interest thereon, which are to be paid by Grantor's estate under the terms of Grantor's Will or otherwise, and any other lawful charges against Grantor's estate, the Trustees shall distribute to Grantor's personal representatives, or may pay directly to the appropriate creditors or taxing authorities, the difference between the amount required for such purposes and the amount available therefor in Grantor's estate. The Trustees may rely, without inquiry, upon the written statement of Grantor's personal representatives as to the amount of such debts, expenses, taxes and charges and the assets available for payment thereof. The Trustees may distribute such amount at one time or in installments and need not seek contribution from any source. In the event that there should be no administration of Grantor's estate, the Trustees are directed to pay all estate, inheritance, succession and transfer taxes which become payable by reason of Grantor's death and may pay Grantor's debts and the expenses of his last illness, funeral and burial, claims for which are filed with the Trustees by the appropriate creditors within six (6) months after Grantor's death. The decision of the Trustees as to the validity of such taxes, debts and expenses shall be binding upon all beneficiaries of the trust. To the extent possible, payment shall be made from the Non-Marital Trust and the Trustees may delay distribution to beneficiaries of



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trust principal until the entire amount to be paid under this Article SIXTH shall have been paid or provided for.

SEVENTH: If any beneficiary shall die simultaneously with Grantor or under such circumstances as to render it impossible or difficult to determine who died first, Grantor directs that:

A. With respect to all items which pass or have passed to or for the benefit of Grantor's wife under the provisions of this Agreement and which, if said wife survives Grantor, would qualify for the estate tax marital deduction, said wife shall be deemed to have survived him; and,

B. In the case of any beneficiary other than Grantor's wife, Grantor shall be deemed to have survived such beneficiary; and the provisions of this Agreement shall be construed and the dispositions of property herein made shall be governed accordingly.

EIGHTH: The Corporate Trustee shall render an account once each twelve months to each adult, competent beneficiary and to the guardian, if any, or parent (in the case of a minor having no guardian) of any beneficiary under a disability who is then receiving or entitled to receive income hereunder. The account shall show the receipts, disbursements and distributions of principal and income since the last accounting, and the assets on hand. If no objection shall be made to any account so rendered within ninety (90) days after a copy thereof has been deposited in the mail addressed to any person entitled thereto, as above provided, such person shall be conclusively presumed to have approved all actions reflected in the account so rendered.

Notwithstanding any statute or rule of law to the contrary, no Trustee shall be required to qualify or to file inventories or accountings in any probate or other court.

NINTH: In addition to reimbursement of expenses incurred in the performance of their duties under the trusts hereby created, the Trustees shall receive reasonable compensation for their services in accordance with the published schedule of fees of the Corporate Trustee, in effect from time to time.

*Wm. B. [Signature]*



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TENTH: Any Trustee acting hereunder may resign at any time by delivering not less than thirty (30) days' written notice to Grantor, during his lifetime, and after his death, to the Co-Trustees and to a majority in interest of the adult and otherwise legally competent beneficiaries to whom income may then be payable. A majority of such beneficiaires may remove any Trustee at any time acting hereunder by instrument in writing delivered to it not less than thirty (30) days prior to the effective date of such removal. The person, to whom such notice of resignation shall be given or who shall exercise such power of removal, may, without liability to any present or future beneficiary, approve the accounts of, and give a full and complete release and discharge to, any such resigned or removed Trustee, and when such resignation or removal of the Corporate Trustee occurs, such beneficiaries may appoint any bank or trust company having a combined capital and surplus of not less than Five Million Dollars (\$5,000,000.00), wherever situated, as successor Corporate Trustee hereunder. No successor Trustee shall be liable or responsible for any act or default of any predecessor Trustee or for any loss or expense resulting from or occasioned by anything done or neglected to be done in the administration of the trust estate prior to its becoming a Trustee, nor shall it be required to inquire into or take any notice of the prior administration of the Trust Estate.

ELEVENTH: The name COMMERCIAL BANK OF LIBERTY, MISSOURI, N.A., shall include its successors and successors and any corporation into which it may be merged or consolidated and the successor or successors of any such merged or consolidated corporation and any corporation to which the fiduciary business of said bank may at any time be transferred.

TWELFTH: All the estate, powers, trusts, duties and discretion anywhere herein created or conferred, shall be held, possessed or exercised by and shall extend to any Trustee hereunder, whether such be the Trustee named herein or its successors or substitutes. No bond shall be required in any jurisdiction of any Trustee acting hereunder.

THIRTEENTH: This instrument shall be construed and administered, and the validity of the trust hereby created shall be determined in accordance with the laws of the State of Missouri. In the interpretation or



construction of the provisions of this instrument, the following shall govern and control:

A. The terms "child," "children," "descendant," and "descendants" shall include any person legally adopted by Grantor or by any descendant of his, and the descendants of any such legally adopted person.

B. The masculine gender shall be deemed, where appropriate, to include the feminine or neuter, and the singular the plural, and vice versa.

FOURTEENTH: The Corporate Trustee acknowledges receipt from Grantor of the property listed in the annexed schedules(s) and accepts the trust upon the terms herein set forth.

FIFTEENTH: Grantor expressly reserves the right, at any time and from time to time, to alter, amend and revoke this Agreement, in whole or in part, by duly executed instrument delivered to the Trustees. No amendment shall be made, however, which shall in any way increase the obligations of the Trustees hereunder or change their rights or duties without their written consent. Upon any revocation, the Trustees shall deliver to Grantor, against receipt, any property on hand as to which the trust has been revoked together with such supporting instruments as may be necessary to release any interest the Trustees may have in or to such property.

SIXTEENTH: At any time before his death, Grantor may withdraw any insurance policies deposited hereunder from the possession of the Corporate Trustee, pledge or assign them, change the beneficiaries, and receive all dividends, surrender values and other payments on account thereof. The corporate trustee shall take any steps necessary to enable Grantor to exercise any such rights. The Corporate Trustee shall be under no duty to pay, or to see to the payment of, premiums on any policies deposited with them. The Trustees shall have no claim against Grantor's estate by reason of unpaid premiums or loans secured by any such policies or other action of Grantor. After Grantor's death, the Trustees shall make reasonable efforts to collect the proceeds of any policies of insurance payable to them. The trustees may reimburse themselves out of the trust estate for any advances made in attempting to collect any such proceeds, but they shall not be obligated to bring suit therefor or to compromise,



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adjust, settle or submit to arbitration any such claim unless and until they shall have been indemnified to their satisfaction for any expense in connection therewith. No insurance company shall be required to see to the application of any money paid to the Trustees.

SEVENTEENTH: While acting hereunder, the Corporate Trustee shall have sole custody of all money, securities and other personal property comprising the trust estate from time to time and of all such records pertaining to the trust as may be advisable or necessary in the administration thereof.

At any time and from time to time any Individual Trustee is authorized to delegate to the Corporate Trustee the exercise of any or all powers, discretionary or otherwise, and to revoke any such delegation at will. The delegation of any such power, and also the revocation of any such delegation, shall be evidenced by an instrument in writing executed and acknowledged and delivered to the Corporate Trustee. So long as any such delegation is in effect, any of the powers, discretionary or otherwise, hereby granted and so delegated may be exercised and action may be taken by the Corporate Trustee with the same force and effect as if the Trustee delegating such power had personally joined in the exercise of such power and the taking of such action.

No individual while serving as a Co-Trustee hereunder shall participate in any decision concerning any discretionary payment from any part of any trust created therefrom in which such individual may then or at any time thereafter have any beneficial interest.

EIGHTEENTH: This Agreement shall extend to and be binding upon the personal representatives and assigns of Grantor and upon the successors of the Trustees.

IN WITNESS WHEREOF, this instrument has been executed, as of the day and year first above written, by Grantor and by each individual trustee and by the officers of the Corporate Trustee thereunto duly authorized.

<u>William W. Adams, Jr.</u> WILLIAM W. ADAMS, JR. CO-TRUSTEE	<u>William W. Adams, Sr.</u> WILLIAM W. ADAMS, SR. GRANTOR
<u>Bert N. Adams</u> BERT N. ADAMS CO-TRUSTEE	COMMERCIAL BANK OF LIBERTY, MISSOURI, N.A.
ATTEST: <u>Howard E. Ferril</u> Secretary - Commercial Bank of Liberty, N.A.	BY <u>[Signature]</u> Trust Officer CO-TRUSTEE

BOOK 33 PAGE 56

STATE OF MISSOURI )  
COUNTY OF CLAY ) ss.  
 ) -

On this 19 day of August, 1977, before me, the undersigned, a Notary Public, personally appeared WILLIAM W. ADAMS, SR., to me known to be the same person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Carol L. Hobbs  
NOTARY PUBLIC CAROL L. HOBBS

My Commission Expires:

Oct 79

BOOK 33 PAGE 57

STATE OF MISSOURI )  
COUNTY OF ) ss.  
 )

On this 19 day of August, 1977, before me, the undersigned, a Notary Public, personally appeared WILLIAM W. ADAMS, JR., to me known to be the same person described in and who executed the foregoing instrument and acknowledged that he executed the same as her free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Carol L. Hobbs  
NOTARY PUBLIC CAROL L. HOBBS

My Commission Expires:

Oct 79



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Shelby Cnty Judge of Probate, AL  
10/09/1979 12:00:00 AM FILED/CERT

STATE OF MISSOURI )  
COUNTY OF ) ss.  
 )

On this 22 day of August, 1977, before me, the undersigned, a Notary Public, personally appeared BERT N. ADAMS, to me known to be the same person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Carol L. Hobbs  
NOTARY PUBLIC CAROL L. HOBBS

My Commission Expires:

Oct 79

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF )

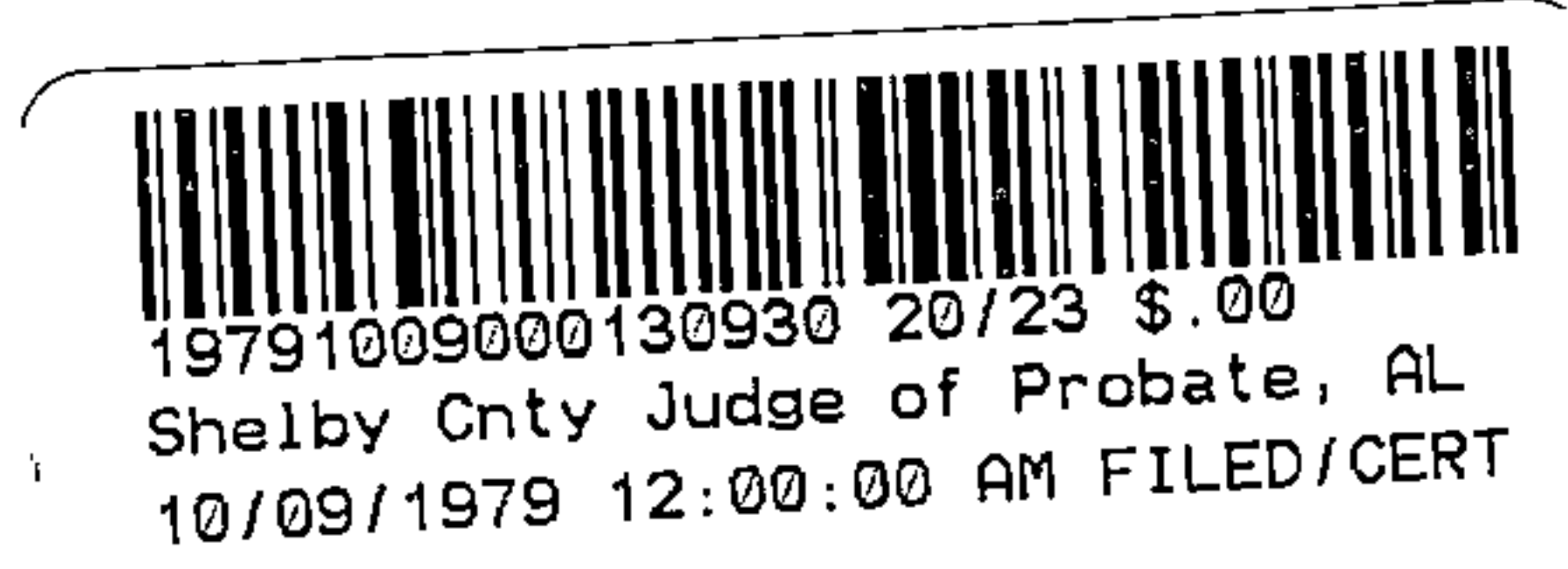
On this 23<sup>rd</sup> day of August, 1977, before me, the undersigned, a Notary Public, personally appeared Ronald C. Mulligan to me personally known, who, being by me duly sworn, did say that he is ~~a Trust Officer~~ Vice President of the COMMERCIAL BANK OF LIBERTY, MISSOURI, N.A., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and was attested by Howard E. Ferrit, ~~Assistant~~ Secretary of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and Ronald C. Mulligan acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Nellie M. Mason  
NOTARY PUBLIC

My Commission Expires:

March 7, 1979



BOOK 33 PAGE 58

LIFE INSURANCE POLICY SCHEDULE

1. Jefferson Standard Life Insurance Company  
Greensboro, North Carolina  
Policy No. 222554
2. Jefferson Standard Life Insurance Company  
Greensboro, North Carolina  
Policy No. 39132
3. Prudential Insurance Company of America  
Policy No. 3921837
4. Sun Life Assurance Company of Canada  
Supplementary Contract No. 5,059,011  
(covering policies No. 1,676,078 and  
1,677,539)



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BOOK 33 PAGE 59

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REAL ESTATE SCHEDULE

West 1/2 of Section 23, Township 19, Range 1 West; S 1/2 of SE 1/4, N.W. 1/4 of SE 1/4, N 1/2 of NE 1/4, all in Section 23, Township 19, Range 1 West.

SW 1/4 of NE 1/4; W 1/2 of SE 1/4 of NE 1/4; NE 1/4 of SE 1/4, Section 23, Township 19, Range 1 West. Mineral and Mining Rights excepted.

NW 1/4 of NW 1/4; N 1/2 SW 1/4 of Section 24, Township 19, Range 1 West. Mineral and Mining Rights excepted.



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The undersigned certifies that the foregoing is a true, accurate and complete copy of the Trust Agreement dated August 19, 1977, executed by William S. Adams, Sr., and that there have been no amendments thereto.

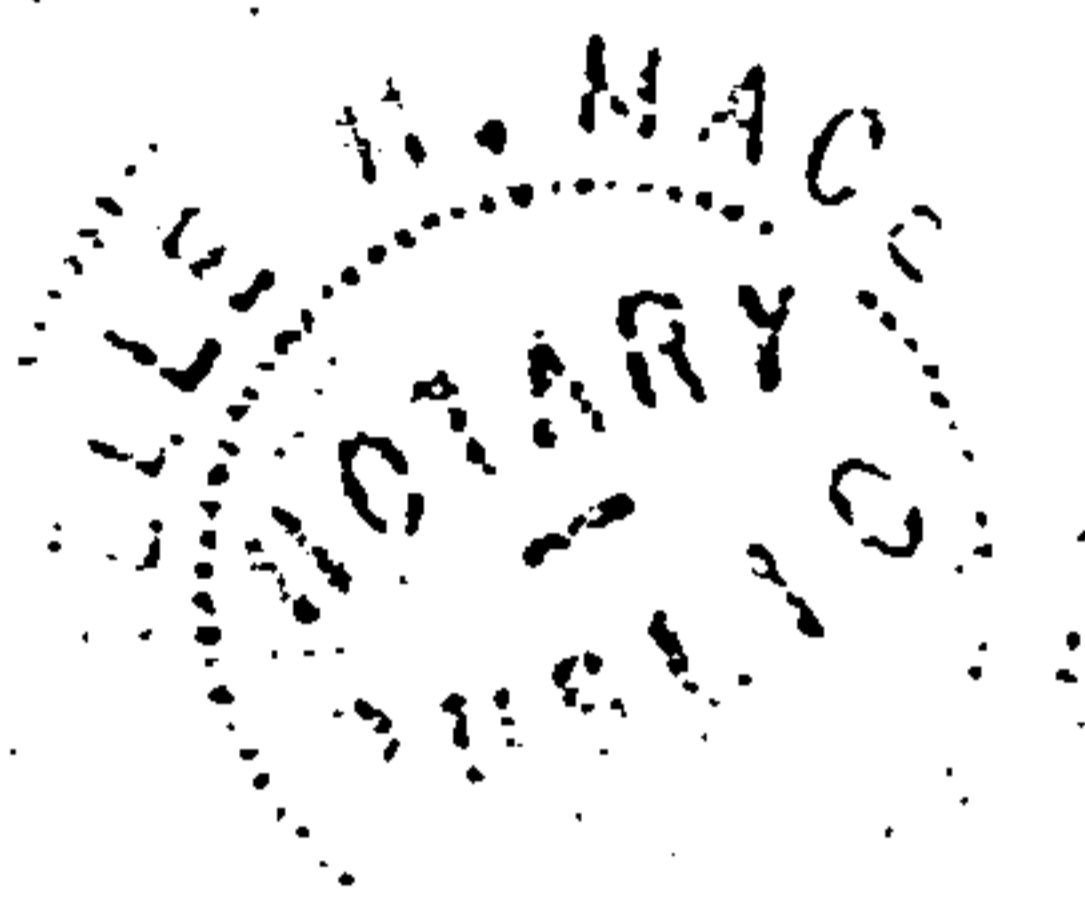
COMMERCIAL BANK OF LIBERTY, N.A.

By *Ronald C. Mullennix*

Ronald C. Mullennix  
Vice President and Trust Officer

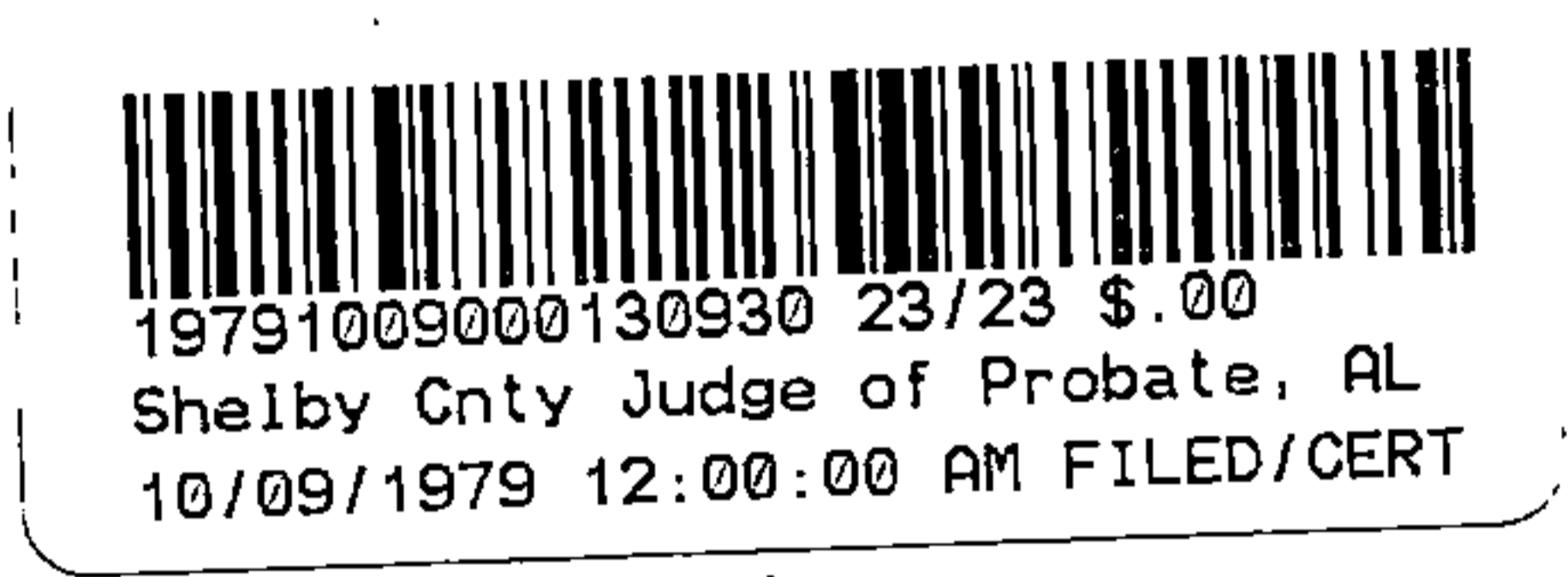
Subscribed and sworn to before me this 3rd day of August, 1979.

My term expires March 7, 1983. Witness my hand and notarial seal.



*Nelle H. Mace*  
(Nelle H. Mace)

Notary Public for Clay County,  
Missouri



BOOK 33 PAGE 61

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1979 OCT -9 PM 1:43

*Thomas A. Snowles, Jr.*  
JUDGE OF PROBATE

Rec. 35.00  
Jud. 1.00  
36.00