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BECKER FAMILY

REVOCABLE LIVING TRUST

We, JACK BECKER and THERESA ANN BECKER, formerly known as THERESA ANN WENZEL called the settlors or the trustees, and sometimes referenced to as husband and wife, declare that they have set aside and hold in trust the property identified in the attached Schedule of Property and incorporated herein by reference. We have also caused or will cause the death benefits under the insurance policies on our respective lives identified in the attached Schedule of Insurance to be made payable to the Trust. The Trust property so identified, all rights as beneficiary of those policies, the proceeds of those policies when received, any property added to the Trust in accordance with the provisions of this instrument, and all investments and reinvestment thereof ("trust principal") shall be held upon the following terms:

ARTICLE I

This instrument, as from time to time amended may be designated the "JACK BECKER and THERESA ANN BECKER FAMILY TRUST AGREEMENT dated September 21st, 1989", and the initial trust hereby evidenced, so from time to time amended, may be designated the "JACK BECKER and THERESA ANN BECKER FAMILY TRUST dated September 21st, 1989."

ARTICLE II

TRUST ESTATE: All property subject to this instrument from time to time including the property listed in Schedule A is referred to as the "trust estate" and shall be held, administered, and distributed according to this instrument.

Settlors declare that all property described in Schedule A is their property and any property transferred to the trust shall retain its character unless affirmatively altered by the settlors by operation of law. Any power reserved to settlors to alter, amend, modify, or revoke this trust in whole or in part, is held by the settlors during their joint lifetimes in their capacity as managers of the property, subject to all restrictions imposed by law on their management of the property. If the Trust is revoked, this property shall be returned to settlors as their joint property and/or community property not as the separate property of either or both settlors.

Settlors declare that all property described in Schedule A was before its transfer the separate property of husband or wife, unless at the time of transfer the property was before its transfer specifically described as joint property and/or community property in the attached schedule or in the instrument of transfer.

Courtney Mason

ARTICLE III

Payments to Married Settlers from Trust Estate During Joint Lifetimes: During the settlers' joint lifetimes, the trustee shall pay to both spouses for the account of the trust estate, or shall apply for the settlers' benefit as much of the net income of the trust estate as the settlers demand in quarter-annual or more frequent installments and shall accumulate and add to principal any undistributed net income.

If the trustee considers the net income insufficient, the trustee shall pay to both spouses for the account of the trust estate, or apply for the settlers' benefit, as much of the principal of the trust estate as is necessary in the trustee's discretion for the settlers' proper health, education, support, maintenance, comfort, and welfare, in accordance with their accustomed manner of living at the date of this instrument, without taking into consideration funds and assets available to them held free of this Trust.

The spouse receiving payments shall have the same duty to use Trust income and principal received under this instrument for the settlers' benefit as he or she has for any other trust property.

ARTICLE IV

Married Settlor Incapacitated: If at any time, either in the trustee's discretion, or as certified in writing by two licensed physicians not related to blood or marriage to either settlor or any beneficiary of this trust, either spouse has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared him or her incompetent jurisdiction has declared him or her incompetent or mentally ill or has appointed a guardian, the trustee shall pay to the other spouse or apply for the benefit of either settlor, first from the trust estate, and then from the separate estates of either or both settlers (in equal shares to the extent possible), the amounts of net income and principal necessary in the trustee's discretion for the proper health, support and maintenance, comfort, and welfare of both settlers in accordance with their accustomed manner of living at the date of this instrument, until the incapacitated settlor, either in the trustee's discretion, or as certified by two licensed physicians not related by blood or marriage to either settlor or to any beneficiary of this trust, is again able to manage his or her own affairs, or until the earlier death of either settlor. The nonincapacitated spouse may also withdraw, from time to time, accumulated trust income and principal of trust property. Any income in excess of the amounts applied for the benefit of the settlers shall be accumulated and added to principal of the trust.

If a conservator of the estate or guardian of the person is appointed for either settlor, the trustee shall take into account any payments made for either settlor's benefit by such conservator or guardian.

ARTICLE V

All Settlers - Payments to Others: The settlers may at any time direct the trustee in writing to pay single sums or periodic payments out of the trust estate to any other person or organization.

The settlor who has contributed separate property may direct the trustee in writing to pay single sums or periodic payments out of that separate property to any other person or organization.

The settlor's power to so direct the trustee shall be personal to the settlor, except that this power may be exercised by the settlor's conservator to the extent that payments to one or more persons qualify for the annual federal gift tax exclusion.

ARTICLE VI

Continuation of Trust at Married Settlor's Death: The first settlor to die shall be called the "deceased spouse," and the living spouse shall be called the "surviving spouse." On the deceased spouse's death, the trustee shall continue to administer the trust estate, including any additions made to the trust by reason of the deceased spouse's death, such as from the decedent's will or life insurance policies on the decedent's life, according to the terms of the trust set out in articles III, IV, V, and XI with respect to the surviving spouse and without distinction as to whether any property was derived from community property, separate property or joint property.

Deceased Spouse's Expenses: On the deceased spouse's death, the trustee, in the trustee's discretion may pay out of the trust estate the deceased spouse's debts outstanding at the time of his or her death and not barred by the statute of limitations, Statute of Frauds, or any other provision of law, the federal or state estate and inheritance taxes, including interest and penalties attributable to the trust estate arising because of the deceased spouse's death, the last-illness and funeral expenses of the deceased spouse, attorneys' fees, and other costs incurred in administering the deceased spouse's probate estate. Any payments for estate or inheritance taxes shall be charged to the trust estate without apportionment or charge against any beneficiary of the trust estate or any transferee of property passing outside of the trust estate. Payments for last-illness, funeral, and other administration costs shall be charged to the trust estate. Payment of any of the deceased spouse's debts shall be charged against the trust estate.

ARTICLE VII

Surviving Spouse Holds Power of Appointment Over Trust Estate:

On the surviving spouse's death, the successor trustee shall distribute any remaining balance of the trust estate, including principal and accrued or undistributed income, to one or more of the group consisting of the settlors' issue and any charitable organizations, and on any terms and conditions, either outright or in trust, and in any proportion that the surviving spouse shall appoint by will or codicil specifically referring to and exercising this power of appointment.

Surviving Spouse's Expenses: On the surviving spouse's death, and subject to any power of appointment exercised by the survivor, the successor as designated by ARTICLE XII may in the trustee's discretion pay out of the principal of the trust estate the surviving spouse's debts outstanding at the time of his or her death and not barred by the statute of limitations, Statute of Frauds, or any other provision of law; last-illness and funeral expenses, attorney's fees; other costs incurred in administering the surviving spouse's probate estate; and estate and inheritance taxes, including interest and penalties arising on the surviving spouse's death.

Distribution of Trust Estate at Surviving Spouse's Death: On the surviving spouse's death, if and to the extent that the surviving spouse's death, if and to the extent that the surviving spouse shall not have effectively disposed of all property of the trust estate through a valid and effective exercise of a power of appointment, the successor trustee shall divide the trust estate into equal shares, one for each living grandchild of the settlors. Each share allocated to a living grandchild of the settlors shall be distributed to that child free of trust.

Preventing Outright Distribution to Young Beneficiary: If any beneficiary entitled to outright distribution of the trust or of a portion of a trust is under age 21, the trustees shall hold and administer the beneficiary's portion of the trust estate for his or her benefit. Income of the property retained in trust shall be added to principal, and the trustees shall pay to or apply for the benefit of the beneficiary as much of the beneficiary's trust as the trustees in the trustees' discretion considers necessary for the beneficiary's proper health, education, support, and maintenance. When the beneficiary attains the age of 21, the trustee shall distribute to the beneficiary all property retained in trust for his or her benefit.

Spendthrift Provision: Except as otherwise provided by law, no interest of any beneficiary shall be subject to anticipation, to claims for alimony or support, to voluntary transfer without the written consent of the trustee, or to involuntary transfer in any event.

ARTICLE VIII

Trustee's Powers: The Trustee shall have the following powers, duties and discretions in addition to those otherwise granted herein or by law, and except as elsewhere herein specifically restricted.

A. Retention

The Trustee shall have the power to retain, without liability for loss or depreciation resulting from such retention, the original assets and all other property hereafter transferred, devised or bequeathed to the Trustee, although such property may not be of the character prescribed by law or by the terms of this instrument for the investment of other Trust assets; and, although it represents a large percentage or all of the Trust Estate, this said original property may accordingly be held as a permanent investment.

The Trustee shall have the power, with respect to any business interest that may become a part of the Trust Estate, whether organized as a sole proprietorship, partnership, or corporation, and upon such terms for such time and in such manner as it may deem advisable, to hold, retain and continue to operate such business solely at the risk of the Trust Estate and without liability on the part of the Trustee for any losses resulting therefrom; to dissolve, liquidate, or sell at such time and upon such terms as the Trustee may deem advisable; to hold, retain and continue to operate such business solely at the risk of the Trust Estate and without liability on the part of the Trustee for any losses resulting therefrom; to dissolve, liquidate, or sell at such time and upon such terms as the Trustee may deem advisable; to incorporate such business and hold the stock as an asset of the Trust Estate; to use the general assets of the Trust for the purpose of the business; to borrow money for business purposes and pledge or encumber the assets of the business or the other assets of the Trust Estate to secure the loan; to employ such officers, managers, employers or agents as it may deem advisable in the management of such business, including electing directors, officers, or employees of the Trustee to take part in the management of such business as directors or officers.

B. General Property Powers

The Trustee shall have all such powers and is authorized to do all such acts, take all such proceedings and exercise all such rights and privileges in the management of the Trust Estate as if the absolute owner thereof, including, without limiting the generally of the terms, the right to manage, control, sell, convey, exchange, partition, assign, divide, subdivide, improve, or repair; to grant options and to sell upon deferred payments; to lease for

terms within or extending beyond the duration of the Trust concerned for any purpose, including the exploration for and removal of oil, gas and other minerals; to enter into community oil leases, pooling and unitization agreements; to create restrictions, easements and other servitudes; to compromise, arbitrate or otherwise adjust claims in favor of or against the Trust; to institute, compromise and defend actions and proceedings at the expense of the Trust Estate; and to carry such insurance as the Trustee may deem advisable.

C. Powers Regarding Securities

The Trustee shall have, respecting securities, all the rights, powers and privileges of an owner, including the right to vote stock, give proxies, pay assessments and other sums deemed by the Trustee to be necessary for the protection of the Trust Estate; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to open an account with a brokerage firm of the choosing of the Trustee in the Trustee's name, in its own behalf for the purpose of purchasing and selling of all kinds of securities and authorizing such brokerage firm to act upon any orders, including margin orders, options, both covered and uncovered, instructions with respect to such accounts and/or the delivery of securities or money therefrom and received from said Trustee; and to retain as an investment any securities or other property received through the exercise of any of the foregoing powers. The Trustee is further authorized to sign, deliver and/or receive any documents necessary to carry out the powers contained within this paragraph.

D. Exercise Stock Options

The Trustee is expressly authorized in the Trustee's sole discretion to exercise any option to purchase stock under any stock option purchase plan in which any Decedent Beneficiary is a participant or may hold such option rights to the extent that any such option rights may be exercised by the Trustee even though the stock involved is stock of a corporation which may be serving as corporate Trustee hereunder, regardless of the amount of such stock or the percentage of the Trust Estate which may be invested in such stock before or after any purchase under such option.

E. Investment Powers

1. General

The Trustee has the power to invest and reinvest principal and income to purchase or acquire therewith ever kind of property,

real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, shares in one or more mutual funds, in any Common Trust Funds administered by the Trustee, corporate obligations of every kind, and stock, preferred or common, which persons of prudence and discretion and intelligence acquire for their own accounts.

The Trustee is further authorized to buy, sell and trade in securities of any nature (including short sales) on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by him with such brokers as security for loans and advances made to the Trustee.

2. Life Insurance and Annuities

The Trustee is authorized in the Trustee's discretion to maintain and/or purchase policies of life insurance and/or annuities on the life for the benefit of any Trust Beneficiaries and to hold and pay for the same as an investment and asset of the Trust, at any time and upon successive occasions, the premiums to be charged against income or principal, as the Trustee shall determine.

The Trustee shall have the following powers, duties and discretions with respect to policies of life insurance held as a part of the Trust Estate:

a. The Trustee may pay premiums, assessments or other charges with respect to such policies together with all other charges upon such policies or otherwise required to preserve them as binding contracts, but shall be under no duty to do so.

b. In the event that the Trustee intends not to pay any premium, assessment or other charge with respect to any policy held by it, or otherwise intends to cancel, convert or substantially modify any such policy, it shall first give the insured, or the guardian of the person of an insured under disability, at least fifteen (15) days' advance written notice of its intention to take such action.

c. Any amounts received by the Trustee with respect to any policy as a dividend shall be treated as principal.

d. Upon the receipt of proof of death of any person whose life is insured for the benefit of any Trust hereunder, or upon maturity of any policy payable to a Trustee prior to the death of the insured, the Trustee shall collect all sums payable with respect thereto and shall thereafter hold such sums as principal of the respective Trust Estate, except that any interest paid by the insurer for a period subsequent to maturity shall be considered as income.

e. The Trustee may accept any payments due it under any settlement arrangement made before or after the death of the insured and may exercise any rights available to it under such arrangement.

f. The Trustee may compromise, arbitrate or otherwise adjust claims upon any policies, and may, but shall not be required to exercise any settlement options available under such policies. The receipt of the Trustee to the insurer shall be a full discharge and the insurer is not required to see to the application of the proceeds.

F. Determination of Income and Principal

The Trustees shall have the power and the authority to determine income and principal, and how receipts and disbursements, including the fees of the Trustee, shall be credited, charged or apportioned as between income and principal, however, all such determination shall be made in accordance with the law of the state of the situs of the Trust and the decision and the accounts of the Trustee in accordance with said provisions shall be binding on all persons in interest.

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Notwithstanding the foregoing, the Trustee shall: (1) allocate to principal all dividends or other payments made by any corporation or mutual investment company that are designated by the company as a distribution of capital gains; (2) where a premium has been paid or a discount received in connection with the purchase of a bond, amortize such premium or discount by making an appropriate charge or credit to income as the case may be; and (3) charge income from time to time with a reasonable reserve for (a) depreciation of all income-producing depreciable real or personal property, and capital improvements and extraordinary repairs on income-producing property; (b) depletion of all depletable natural resources; and (c) all intangible property having a limited economic life. Such allocations and charges need not be made, however, if written consents are obtained from all income Beneficiaries and remaindermen, vested or contingent, living and competent to act.

G. Authority to Borrow and Encumber

Trustee shall have the power to borrow money for any Trust purpose upon such terms and conditions as the Trustee may deem proper, and to obligate the Trust Estate for repayment and to encumber the Trust Estate or any of its property by mortgage, deed of trust, pledge or otherwise, using such procedure to consummate the transaction as the Trustee may deem advisable.

In addition to the power to encumber property for a loan being made to the Trust, the Trustee is specifically authorized and

empowered to obligate, hypothecate and encumber the estate by mortgage, deed of trust, pledge or otherwise, or whatever form the Trustee deems appropriate, or to act as a third party guarantor to guarantee private borrowings of the Trustors or either of them during their joint lifetime.

H. Loans

1. To Trust

The Trustee shall have the power to, in the Trustee's discretion, advance funds to any Trust herein created for any Trust purpose, such advances with interest at current rates to be a first lien on and be repaid out of principal and as an expense of the Trust; and to reimburse the Trustee from principal or accumulated income for any loss or expense incurred by reason of the Trustee's ownership or holding of any property in this Trust.

2. To Beneficiaries

The Trustee may, at any time and upon successive occasions, loan such sums to the Beneficiaries or any of them as the Trustee shall deem advisable and in the best interest of the Beneficiaries, such loan or loans, if made, to bear interest at the prevailing rate and to be unsecured or secured, as the Trustee may, in the Trustee's discretion, direct. Provided, however, that the Trustee shall have wide discretion in the making or denial of any such loan, and the Trustee's judgment in the matter shall be conclusive and binding on any Beneficiary requesting any such loan.

I. Distributions to or for Minor or Incompetent

If at any time any Beneficiary entitled to receive income and/or principal hereunder shall be a minor or an incompetent or a person whom the Trustee deems to be unable, wisely or properly, to handle funds if paid to him or her directly, the Trustee may make any such payments, in the Trustee's discretion, in any one or more, or any combination, of the following ways pursuant to Article VI:

1. Directly to such Beneficiary, or
2. To the natural guardian or the legally appointed guardian, conservator or other fiduciary of the person or estate of such Beneficiary, or
3. To any person or organization furnishing support for such Beneficiary, or
4. By the Trustee retaining the principal and making expenditures directly for the support of such Beneficiary.

The Trustee shall not be required to see to the application of any funds so paid or applied, and the receipt of such payee if disbursed for such purpose in the best judgment of the Trustee

Trustee as to direct payments or application of funds in the manner herein prescribed shall be conclusive and binding upon all parties in interest if made in good faith. The Trustee is requested to make all such disbursements in a way calculated to dispense with the necessity of guardianship proceedings.

The Trustee may, in its sole and absolute discretion, require such reports and take such steps as it may deem requisite to assure and enforce the due application of such money to the purposes aforesaid.

J. Disbursement for Funeral and Last Illness

The Trustee may pay for the last illness, funeral and burial expenses of either Trustor or of any other Beneficiary of this Trust unless adequate provision shall have been made therefor through his or her Probate Estate or otherwise.

K. Notification of Trustee

Until the Trustee shall receive written notice of any birth, marriage, death, or other event upon which the right to payment from this Trust may depend, the Trustee shall incur no liability for disbursements or distributions made or omitted in good faith.

L. Division of Trusts

In making the distributions to any Trust or share created under this Agreement, the judgment of the Trustee concerning the valuation of assets distributed shall be binding and conclusive upon all Beneficiaries. The Trustee may distribute the shares to the various Trusts or to Beneficiaries by making distribution in cash, or in kind, or partly in kind, or in undivided interests, in such manner as the Trustee, in its sole and absolute discretion, deems advisable. The Trustee may sell such property as it deems necessary to make any such division or distribution. The Trustee shall not be required to make physical division of the Trust property, except when necessary for the purposes of distribution, but may, in the Trustee's discretion, maintain and keep the assets of any separate trusts in one or more consolidated trust funds, and as to each consolidated trust fund, the division into various shares comprising such trust fund need to be made only upon the Trustee's books of account, in which each separate trust shall be allotted its proportional share of the principal and income of the consolidated fund and shall be charged with its proportionate part of expenses thereof.

M. Provision for Taxes

Upon the death of either Trustor or of any other Beneficiary, any estate, inheritance, succession or other death taxes, duties, charges or assessments, together with interest, penalties, costs,

Trustee's compensation and attorney's fees which shall become due by reason of the Trust Estate or any interest therein being includable in the Estate of either Trustor, or of such other Beneficiary, for such tax purposes, may be paid from the Trust Estate by the Trustee, in its discretion, unless other adequate provision shall have been made therefor. Any such payments shall be charged to the principal of the Trust Estate. The Trustee may make such payments directly, or to the Executor or other fiduciary of the Trustors or such other Beneficiary, and may rely upon the written statement of such fiduciary as to the amount and propriety of such taxes, interest, penalties and other costs. The decision of the Trustee as to any such payments shall be conclusive and binding upon all parties interested in this Trust or such estate. If the Trust Estate shall be then insufficient or if it be then terminated the Trustee shall be reimbursed by the persons to whom the Trust Estate shall have been distributed, to the extent of the amount received by each distributee. The Trustee, before making any distribution of either income or principal, may accordingly require a refunding agreement or may withhold distribution pending determination or release of any tax lien.

The Trustee is authorized to acquire by purchase, exchange or otherwise, property, real, personal or mixed, from the Executor or Administrator of the Estate of any Beneficiary of this Trust, even though such property may not be of a character prescribed by law or by the terms of the Trust instrument for the investment of Trust funds, and although the acquisition of such property may result in a large percentage or all of the Trust Estate being invested in one class of property. The Trustee is expressly authorized to retain the property so acquired so long as it shall deem this advisable and to make secured or unsecured loans to the Executor or Administrator of such Estate upon such terms as the Trustee shall deem advisable, such procedures being authorized to the extent that they do not adversely affect or diminish the marital deduction available to the Estate. Such purchases or loans shall be without liability to the Trustee for loss resulting to the Trust Estate therefrom. In any dealings with the fiduciary of the Estate, the Trustee may rely upon the statement of such fiduciary as to all material facts.

Any portion of the Trust Estate which was received from any qualified plan as described in Section 2039 of the Internal Revenue Code of 1954, as amended, or any subsequent like or similar law, may not be used for any purpose described in this Article, which would result in inclusion of said funds in the taxable Federal Estate of the Trustor so long as other sources of funds are available.

If the Trustee considers that any distribution from a Trust hereunder other than pursuant to a power to withdraw or appoint is a taxable distribution subject to a generation-skipping tax payable by the distributee, the Trustee shall augment the distribution by

an amount which the Trustee estimates to be sufficient to pay the tax and shall charge the same against the Trust to which the tax relates. If the Trustee considers that any termination of an interest in or power over Trust property hereunder is a taxable termination subject to a generation-skipping tax, the Trustee shall pay the tax from the Trust property to which the tax relates, without adjustment of the relative interests of the Beneficiaries. If the tax is imposed in part by reason of Trust property hereunder and in part by reason of other property, the Trustee shall pay that portion thereof which the value of the Trust property bears to the total property taxed, taking into consideration deductions, exemptions, and other factors which the Trustee deems pertinent.

N. Payment of Trust Expenses

The Trustee shall have the authority to pay all costs, charges and expenses of the Trust Estate, together with reasonable compensation for the Trustee's services hereunder, including services in whole or partial distribution of the Trust Estate; and to employ and compensate from the Trust Estate such agents, assistants and attorneys as in the Trustee's judgment shall be necessary to protect and manage the Trust property.

O. Use of Home

The Trustee shall allow the Survivor to occupy and use until his or her death, the home (or any interest therein) used by either or both Trustors as a principal residence at the time of the Decedent's death. The Trustee shall, at the discretion of the Survivor, sell such home and, if the Survivor so directs, purchase and/or build another comparable residence to be used as a home for the Survivor, and so on from time to time. The Survivor shall not be required to pay any rent for the use of any such home.

On the death of the Survivor, in the discretion of the Trustee, the home (or any interest therein) used by either or both Trustors as a principal residence at the time of the death of the Survivor may be retained by the Trustee for use as a residence by the grandchildren of either Trustor. The provisions of this paragraph shall apply notwithstanding that an interest in such home may be held by a Trust for the benefit of Beneficiary not residing in such home and notwithstanding the fact that a child having such residency is not a Beneficiary of a then existing Trust.

Subject to the foregoing occupancies, any such home (or interest therein) held by the Trustee, or the proceeds from the sale thereof, shall be part of the principal of these Trusts. All taxes, insurance, repairs, and assessments concerning such home shall, in the discretion of the Trustee, be paid out of the Trust Estate containing such home.

P. Right of Trustee to Probate Trust Assets

Notwithstanding any other provisions of this Trust Agreement, the Trustee may, in its sole discretion, direct the Executor of the Will of either or both of the Trustors, to subject up to and including all Trust assets to the jurisdiction of the Probate Court as if no living transfers had been made to the Trust.

Q. Power of Co-trustees To Act Independently

Notwithstanding any other provision to the contrary, the Trustors specifically authority either or the original Co-trustees, namely, JACK BECKER and THERESA ANN BECKER, during their joint lives and while serving as Co-trustees, to act independently of the other and have the authority to perform all powers and acts as granted under this Declaration of Trust, except as affects an interest in real property, by example, but not limited thereto, to sell, transfer, assign, mortgage, hypothecate or otherwise encumber the real property of the Trust Estate, which will necessitate the concurrence of both original Co-trustees as long as both are alive.

R. Commence or Defend Litigation

The Trustee may commence or defend such litigation with respect to the Trust or any property of the Trust Estate as the Trustee may deem advisable at the expense of the Trust.

S. Compromise Claims

The Trustee may compromise or otherwise adjust any claims or litigation against or in favor of the Trust.

T. Adjustment for Tax Consequences

The Trustee shall have the power, in the Trustee's absolute discretion, to take any action and to make any election to minimize the tax liabilities of this Trust and its Beneficiaries and to allocate the benefits among the various Beneficiaries and to make adjustments in the rights of any Beneficiaries or between the income and principal amounts, to compensate for the consequence of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one Beneficiary or group of Beneficiaries over others.

U. Budget Income and Expenses

The Trustee shall have the power to budget the estimated annual income and expenses of the Trust or Trust share in such manner as to equalize as far as possible periodic income payments to Beneficiaries.

V. Interest

The Trustee shall not pay interest on any distributions required to be made in the Trust Agreement.

ARTICLE IX

Construction. (a) **Gender and Number** - In this instrument, in all matter of interpretation, whenever necessary to give effect to any provision of this instrument, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural, and the plural shall include the singular.

(b) **Headings** - The headings, titles, and subtitles are inserted solely for convenient reference and shall be ignored in any construction of this instrument.

(c) **Articles** - Whenever this document refers to a provision contained in a specific article, the reference shall be to that article of this instrument.

(d) **Statutes, Codes, and Regulations** - All references to specific statutes, codes, or regulations, shall include any successors.

(e) **Trustees and Fiduciaries** - All references to trustees, special trustees, or any other fiduciary shall refer to the individuals or institutions serving from time to time in such capacity under this instrument.

(f) **Distribution by Representation** - Whenever this instrument directs that distributions be made to the settlors' then-living issue, on the principle of representation, distributions shall be made in equal shares to the settlors' children, excluding each child who is not living on the happening of the event requiring distribution and who has no issue then living, but including, by right of representation, the then-living issue of each deceased child.

(g) **Shall and May** - The use of the word "shall" indicates a mandatory direction, while the use of the word "may" indicates a permissive, but not mandatory, grant of authority.

Definitions

(a) **Education** - Whenever provision is made to pay for the education of a beneficiary, the term "education" shall include vocational school, college, and postgraduate study at an institution of the beneficiary for education, the trustees shall consider the beneficiary's reasonable related living and traveling expenses.

(b) **Issue and Children** - In this instrument, the term "issue" refers to lawful lineal descendants of all degrees, and the terms "child," "children," and "issue," include adopted children who need not have been minors at the date of adoption.

The terms "issue", "child," and "children" include a child born out of wedlock if a parent-child relationship existed between the child and his or her deceased parent, determined under Alabama law.

(c) **Property** - In this instrument the term "property" refers to real property, tangible personal property and intangible personal property including income and principal from the trust assets; described in Schedule of Property and any property added to trust in accordance with the provision of this instrument.

Trustee's Compensation: The trustee shall be entitled to pay himself/herself reasonable compensation from time to time without prior court order.

Successor Trustee's Liability for Predecessor's Acts: No successor trustee shall be liable for any act, omission, or default of a predecessor trustee. Unless requested in writing within 30 days of appointment by an adult beneficiary of the trust, no successor trustee shall have any duty to investigate or review any action of a predecessor trustee. The successor trustee may accept the accounting records of the predecessor trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the trustee.

Severability Clause: If any provision of this trust instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

Survivorship Provisions: Except as otherwise specifically provided in this instrument, if any person named herein fails to survive the settlor for thirty days, for all purposes of this trust, the person shall be considered to have predeceased the settlor.

Provisions Regarding Trust Distributions: Any direction regarding the distribution of a trust shall refer to the trust as constituted on the date of the distribution, and the direction shall not affect previous distributions from the trust. If at the time any trustee is established, the time fixed for a distribution of the principal has passed, the distribution shall be made on the establishment of that trust.

ARTICLE X

Governing Law: This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the State of Alabama.

ARTICLE XI

Revocation by Both Spouses During Settlers' Joint Lifetimes: During the settlers' joint lifetimes, this trust may be revoked in whole or in part: with respect to joint property, by a written instrument signed by either settlor and delivered by certified mail to the trustee and the other settlor; and with respect to separate property, by a written instrument signed by the settlor who contributed that property to the trust and delivered by certified mail to the trust. On revocation, the trustee shall promptly deliver to the settlers all of the designated portion of the joint property trust assets, as joint property.

All joint property delivered to the settlers on revocation shall continue to be the joint property of the settlers and shall be held and administered as joint property. On revocation, the trustee shall promptly deliver to the contributing settlor all of the designated portion of any separate property.

If this instrument is revoked with respect to all or a major portion of the assets subject to the instrument, the trustee shall be entitled to retain sufficient assets reasonable to secure payment of the liabilities the trustee has lawfully incurred in administering the trust, including trustee's fees that have been earned, unless the settlers indemnify the trustee against loss of expense.

Amendment: The settlers may at any time during their joint lifetimes amend any terms of this trust by written instrument signed by both settlers and delivered by certified mail to the trustee. If a trustee is removed as a result of refusal to accept an amendment, the settlers shall pay to the trustee any sums due and shall indemnify the trustee against liability the trustee has lawfully incurred in administering the trust.

Conservator or Guardian Cannot Amend or Revoke: The power of the settlor to revoke or amend this instrument is personal to the settlor and shall not be exercisable on behalf of the settlor by any conservator, guardian or other person.

This limit shall not apply to a power to revoke or amend this trust granted by the settlor to any person or persons under Alabama Durable Power of Attorney provisions. Alabama Code section 26-1-2 and any successor statute.

Revocation and Amendment by Surviving Spouse: On the death, resignation or incapacity of either JACK BECKER or THERESA ANN BECKER, the other shall become sole trustee. During any period that the surviving settlor serves as sole trustee of any trust under this instrument, the surviving settlor shall have the power to appoint an additional trustee to act as cotrustee for any trust with the surviving settlor. The surviving settlor shall also have the power to remove any cotrustee and to appoint a new cotrustee to act with the surviving settlor. Any appointment of cotrustee (and revocation of appointment) shall be made in a written instrument signed by the surviving settlor. The appointment of a cotrustee becomes effective on the new cotrustee's written acceptance of the trust and the delivery of the acceptance to surviving settlor.

Trustee has Power to Designate or Appoint Successor Trustee: Any trustee in office may resign at any time. If JACK BECKER or THERESA ANN BECKER for any reason fails to qualify or ceases to act as sole trustee, EDWARD RICHARD BECKER, shall act as co-trustee with either JACK BECKER or THERESA ANN BECKER or as the Successor Trustee after the death of the surviving settlor.

Notwithstanding the preceding paragraph, each person designated or acting from time to time as a trustee of any trust(s) established by this instrument shall have the power to designate the same or different persons or entities, including corporate fiduciaries, to act as successor trustee of the trust(s). If all individuals appointed as trustees and any successor designated by them are unable or unwilling to act as trustee, SANDRA BECKER shall act as trustee of all trust(s). Any person acting as trustee of any trust may from time to time revoke any designation of any successor to himself, and that person may designate other persons or entities, or one or more of the same persons or entities, or all the same persons or entities previously designated in a different order, as successor trustee to him. All designations or revocations shall be exercised in writing and are effective on delivery to the beneficiaries of the trust(s) for which they are designated.

Appointment of Corporate Successor Trustee: If Jack Becker and Theresa Ann Becker, as initial co-trustees, or Edward Richard Becker or Sandra Becker as named Successor Trustees or any of their appointed successor trustees, are not able to administer the Trust because of physical or mental incapacity or otherwise cannot act then AmSouth Bank, N.A., a National Banking Association in Birmingham, Alabama, shall be appointed as successor trustee having all rights and powers granted to the Trustee by this instrument to act in the best interest of the beneficiaries.

Physical or mental incapacity shall be conclusively established if two doctors, authorized to practice medicine in the State of Alabama, issue written certificates to that effect.

ARTICLE XIII

Ancillary Administration: In the event it becomes necessary to have administration of this trust or share thereof in any state in which the said Trustee is not qualified to serve, said Trustee may nominate and appoint any person or organization as ancillary administrator thereof, and may compensate such administrator for said services. Such administrator shall complete the administration and make such disposition of the property so administered as the said Trustee may require, and in doing so shall have the same rights, powers, duties and discretion herein conferred upon the Trustee.

This is to witness that, I, JACK BECKER and THERESA ANN BECKER have read the provisions of the BECKER FAMILY TRUST AGREEMENT and understand the provisions therein.

In Witness Whereof, the provisions of this Declaration of Trust shall bind JACK BECKER and THERESA ANN BECKER as settlors, and JACK BECKER and THERESA ANN BECKER as co-trustees; Successor Trustees assuming the role of trustee hereunder, and the beneficiaries of this trust, as well as their successors and assigns. We now sign this Trust Agreement on September 21, 1989.

SETTLORS:

Jack Becker
JACK BECKER

Theresa Ann Becker
THERESA ANN BECKER

CO-TRUSTEES:

Jack Becker
JACK BECKER

Theresa Ann Becker
THERESA ANN BECKER

WITNESSES:

Lina M. Sallis

Debra E. Blower

SCHEDULE OF PROPERTY

This schedule is attached to and forms a part of that certain trust agreement executed by Jack Becker and Theresa Ann Becker and known as the Becker Family Trust Agreement, dated September ~~21st~~, 1989, and identifies the initial trust property held subject to the trust thereunder.

ALL FURNITURE, FURNISHINGS AND
PERSONAL EFFECTS OF JACK AND
THERESA ANN BECKER

\$ 30,000.00

SCHEDULE OF INSURANCE

This schedule is attached to and forms a part of that certain trust agreement executed by Jack Becker and Theresa Ann Becker and known as the Becker Family Trust Agreement dated September 24th, 1989, and identifies the initial insurance policies made payable to the trustees of the trust thereunder.

Insurer

Policy and
Certificate Number

BOOK 258 PAGE 962

STATE OF ALABAMA)
) ss
COUNTY OF SHELBY)

I, a notary public in and for said County and State, hereby certify that Jack Becker and Theresa Ann Becker, personally known to me to be the same person whose name is subscribed to the foregoing trust agreement, appeared before me this day in person and acknowledged that he signed that trust agreement as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on September 11, 1989.

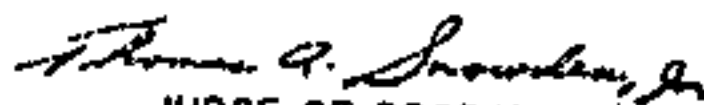

Notary Public

My Commission Expires: 3/9/91

This instrument was prepared by:
Gilbert M. Sullivan, Jr.
Mason & Fitzpatrick
P. O. Box 360187
Birmingham, Alabama 35236-0187
(205) 988-5048

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

89 SEP 29 PM 12:50


JUDGE OF PROBATE

1. Deed Tax -----	\$	_____
2. Mtg. Tax -----	\$	_____
3. Recording Fee -----	\$	<u>52.50</u>
4. Indexing Fee -----	\$	<u>3.00</u>
5. No Tax Fee -----	\$	_____
6. Certified Stamp Fee --	\$	<u>1.00</u>
Total -----	\$	<u>56.50</u>