

TRUST INSTRUMENT

August 26, 1991

Establishing the
THE CHARLES C. ALMON LIVING TRUST
THE JANIE E. ALMON LIVING TRUST

Charles Carraway Almon
Janie Evans Almon
Settlors

Charles Carraway Almon
Janie Evans Almon
Trustee

Inst # 1993-38821

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12/06/1993-38821
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SHELBY COUNTY JUDGE OF PROBATE
013 NCD 38.50

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

TRUST INSTRUMENT

THE CHARLES C. ALMON LIVING TRUST
THE JANIE E. ALMON LIVING TRUST

BEFORE the undersigned Notary and competent witnesses personally came and appeared:

THE SETTLORS:

CHARLES CARRAWAY ALMON, SETTLOR of The Charles C. Almon Living Trust, domiciled in Iberville Parish, State of Louisiana with mailing address of 940 Etta Drive, St. Gabriel, Louisiana 70776; and

JANIE EVANS ALMON, SETTLOR of The Janie E. Almon Living Trust, domiciled in Iberville Parish, State of Louisiana with mailing address of 940 Etta Drive, St. Gabriel, Louisiana 70776.

AND THE TRUSTEES

CHARLES CARRAWAY ALMON, TRUSTEE of The Charles C. Almon Living Trust a citizen of the United States domiciled in Iberville Parish, State of Louisiana; and

JANIE EVANS ALMON, TRUSTEE of The Janie E. Almon Living Trust a citizen of the United States domiciled in Iberville Parish, State of Louisiana.

The term Trustees shall refer to the original trustees as well as any successor or alternate, and any other trustee or co-trustee whether one or more. The original Trustees whether one or more, hereby accept this appointment and agree to be bound by the provisions of this Trust Instrument.

WHO DECLARED:

I. TRUST PROPERTY

The trust property shall consist of all of those properties listed and described on Schedule A attached, together with such other property as may be added by a Settlor or by third persons. Each Settlor hereby conveys to Trustee, in trust, all of his or her right, title and interest in the property listed and described on Schedule A to be held and administered as trust property in accordance with this Trust Instrument.

II. TRUSTS

2.1 Trusts. Two trusts are hereby created, each of which shall be held and administered as a separate trust in all matters relating to income and principal. The names and short names of the trusts shall be:

NAME OF TRUSTS

1. THE CHARLES C. ALMON LIVING TRUST
2. THE JANIE E. ALMON LIVING TRUST

2.2 Revocable. Settlers reserve the right to modify (alter or amend) or to revoke each trust in whole or in part at any time by authentic act. Such modification or revocation shall be effective immediately upon delivery to the Trustees of the act. However, any modification that would change the duties of the Trustees or change their compensation shall not be effective without the Trustees' written consent. In any event, either trust shall become irrevocable at the death of the individual for whom it is named and established.

III. Beneficiaries

3.1 Income Beneficiaries:

A. The original income beneficiary of the Charles C. Almon Living Trust shall be Charles Carraway Almon for life. The first successor income beneficiary, at the death of Charles Carraway Almon shall be Janie Evans Almon for life. The second successor income beneficiary, at the death of Janie Evans Almon, shall be Mark Loring Almon for life. The successor income beneficiaries, at the death of Mark Loring Almon, shall be the original and substitute principal beneficiaries established below according to their interest in principal.

B. The original income beneficiary of the Janie E. Almon Living Trust shall be Janie Evans Almon for life. The first successor income beneficiary, at the death of Janie Evans Almon, shall be Charles Carraway Almon for life. The second successor income beneficiary, at the death of Charles Carraway Almon, shall be Mark Loring Almon for life. The successor income beneficiaries, at the death of Mark Loring Almon, shall be the original and substitute principal beneficiaries established below according to their interest in principal.

3.2 Principal Beneficiaries.

A. The principal beneficiaries of The Charles C. Almon Living Trust shall be Daniel Carr Almon and Kenneth Evans Almon, in equal parts, except that Daniel Carr Almon shall be the

sole principal beneficiary of all rosewood furniture and Monica L. Almon shall be the sole principal beneficiary of all jewelry.

B. The principal beneficiaries of the Janie E. Almon Living Trust shall be Daniel Carr Almon, and Kenneth Evans Almon, in equal parts, except that Daniel Carr Almon shall be sole principal beneficiary of all rose wood furniture and Monica L. Almon shall be the sole principal beneficiary of all jewelry.

C. As to any principal beneficiary of either trust who dies intestate and without descendants during the term of the trust in which they are a principal beneficiary, their interest shall vest in the other principal beneficiaries in proportion to their interest in principal.

IV. ALIENATION BY THE BENEFICIARIES

4.1 The interest of each income and principal beneficiary shall be subject to the maximum spendthrifts restraints permitted by Louisiana law.

V. TERM

5.1 The minimum term of each trust shall be the lives of Charles Carraway Almon, Janie Evans Almon and Mark Loring Almon. After the deaths of Charles Carraway, Janie Evans Almon and Mark Loring Almon and within 90 days after the close of the trust accounting year in which a principal beneficiary attains the ages set forth below, the Trustees shall distribute to his trust property at least equal in value to the following fractions of the inventory value of his or her interest in the whole of the trust property as reflected by the Trustees' books of account as of the expiration of that accounting year:

<u>Age</u>	<u>Fraction of Inventory Value</u>
25	Full Value

However, no distribution shall be made unless the Trustees determine that it will be in the best interests of the beneficiary, considering the beneficiary's demonstrated ability to handle money and property wisely, his judgment, prudence and discretion, and any other objective factors the Trustees may consider relevant. For guidance, I expect the Trustee to make full distributions as set forth above unless serious and demonstrable reasons to withhold them. The Trustees may exercise these powers of termination even if the beneficiary is restrained from alienating his interest. If a beneficiary of a trust reaches the age of distribution during the lifetime of either Charles Carraway, Janie Evans Almon or Mark

Loring Almon, that distribution shall be deferred until 90 days after the expiration of the trust accounting year in which the last survivor of Charles Carraway Almon, Janie Evans Almon and Mark Loring Almon dies.

VI. POWERS OF THE TRUSTEES

6.1 General powers. The Trustee shall have all of the powers that may be conferred upon the Trustee under applicable law. If a question should arise as to whether Trustee have a particular power, this Trust Instrument shall be liberally construed as granting such a power. Should future changes in the law expand the powers of Trustees, the Trustees shall have those expanded powers.

6.2 Additional powers. Without limiting the completeness and generality of the Trustee's powers granted by the preceding paragraph, should those powers not include the following, Trustee shall also have all of the powers enumerated in the remainder of this Paragraph VI.

6.3 Loans to estate and heirs. To lend all or any part of the principal of any trust to the executor, administrator, heir or legatee of either settlor, or to the executor, administrator, successor, heir or legatee of any beneficiary of any trust created herein with security or to require such security as the Trustee deems advisable. In their discretion, Trustees may purchase from the executor or administrator of the succession of Settlor, at fair market value, any property included in such Settlor's succession of estate, and Trustees may retain indefinitely all or any part or such diversification. Trustees are not obligated in any manner to use any trust property of Settlor's succession or estate.

6.4. Commingling. To commingle the trust property of the trust created herein with the trust property of any other trust created for the benefit of a beneficiary of the trust created herein, whether for investment, administrative or other purposes, allotting to each separate trust an undivided interest in the commingled trust property which shall always be equal to that trust's proportionate contribution to the commingled trust property.

6.5 Operation of business; changes in corporate structure. To continue to operate or participate in the operation of any business interest received by the Trustees for any trust, either as original trust property or otherwise, so long as Trustees may deem it advisable to change the nature of the business, or enlarge or diminish the scope of its activities, to dissolve or liquidate it or to participate in any incorporation, change, merger, consolidation, reorganization, dissolution or liquidation.

To participate in any plan of liquidation, reorganization, consolidation or merger involving any company or companies whose stock or other securities may be subjected to any plan of reorganization or with any protective committee and to delegate to such committee discretionary powers with relation thereto and to pay a proportionate part of the expenses of the such committee and any such assessments levied under such plan; to accept and retain new securities received by the Trustees pursuant to any such plan; to exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to such property; and to pay any amount or amounts of money Trustees may deem advisable. Trustees, their employees, president, secretary, treasurer or as any other officer or director of any corporation incorporated after the creation of a trust in which funds or properties are invested.

6.6 Options. To grant options affecting trust property for such purposes and periods, upon such condition, in such manner, and at such prices as Trustees may determine. To purchase or receive options for periods that may extend beyond the terms of the trust, and, when Trustees may deem it desirable, to exercise them for such price and on such terms and conditions as Trustees may see fit.

6.7 Servitudes and easements. To create servitudes or easements on trust property for such purposes and periods, which may extend beyond the termination of a trust, upon such conditions, in such manner, and at such price as Trustees may determine.

6.8 Leases. To lease or give options to lease all or any part of the trust property for such price, and on such terms and conditions, for such purposes and at such rentals as Trustees may see fit, and for terms and periods that may extend beyond term of a trust; to enter into, amend or extend all kinds of leases including but not limited to all kinds of predial leases, surface leases, and oil, gas and mineral leases, with or without pooling provisions.

6.9 Oil, gas and other minerals. To sell, lease exchange, partition or other wise alienate oil, gas or other minerals and interests therein, and the right to explore for them, or options for any of these, by such instruments, in such forms, for such bonus, rentals or other considerations, and for such terms and periods as Trustees may see fit, which may extend beyond the term of a trust. To invest in, to acquire and retain for so long a period as Trustees may see fit, oil, gas and mineral leases and rights in and to oil, gas and other minerals either in the form of mineral interests, royalties or other proprietary or working interests, with or without pooling provisions, to explore or to contract for mineral exploration and to drill and to enter into pooling, unitization, repressurization, and any other type of agreement relating to the development, operation and conservation of mineral property that, in Trustees' judgment is best for a

trust.

6.10 Partnerships. To become a partner in such partnerships as Trustees may see fit, whether as a limited or general partner, or partner in commendam, for periods that may extend beyond the term of a trust; to continue or substitute a trust as a partner or possessed of the right to become a partner; to consent to the continuation of any partnership that might otherwise terminate because of the death of a Settlor or the death of any other person or partner even though the articles of partnership may not provide for continuation.

6.11 Lending. To make loans of trust property to such persons, firms, partnership, corporations, or political subdivision, including businesses or business interests as Trustees may hold in trust, and to beneficiaries of any trust, for such purposes and for such period, in such amounts and at such rates of interest, with or without security, and subject to such other terms as Trustees may determine. An individual trustee may lend trust property to himself, his employer, employee, partner, relative or business associates.

6.12 Exchanges. To exchange trust property for other property or to give options to exchange trust property upon such terms as Trustees may deem advisable.

6.13 Retention of trust property. To hold and retain property in the form received so long as Trustees deem advisable, and to purchase and retain securities or other properties, although of a kind or in an amount that would ordinarily be considered suitable for trust investment, whether or not such property is productive of income and even though it may not be prescribed or authorized by any laws relating to the investment or trust property, even to the extent of keeping all of the trust fund in one type of property, even though the total amount of cash so held shall be disproportionate under the laws applicable to the administration and investment of trust property and even though the period of time in which the cash so held shall no longer than otherwise would be permitted.

6.14 Distributions. To make distributions of divisions of trust property at values fairly and equitably determined by the Trustees, and, when dividing or distributing funds or paying trust principal, to make such payment, division or distribution wholly or partly in kind by allotting and transferring specific movable or immovable property or undivided interests therein as part of the whole or any share or payment, at current values.

6.15 Improvements. To raze any buildings or other structures as the Trustees may consider expedient; to improve or develop immovable property; to erect, alter, or repair any buildings or other structures and to make any other kind of

improvements Trustees may deem proper; to receive, accept, hold, use, control, administer, build upon, manage or otherwise improve, repair, divide or subdivide all or any trust property in the manner and to the extent Trustees may deem advisable.

6.16 Allocations of receipts and disbursements. To determine which receipts shall be charged or credited to income and which to principal in any manner that fairly and equitable reflects a proper allocation between principal and income and to treat as income the whole of the interest, dividends, rents, royalties or similar receipts from trust property, whether wasting assets or not and even if bought or taken at a value above par; to treat as income or principal or to apportion between them stock dividends, extraordinary dividends, rights to take stocks or securities and the proceeds from the sale of immovable property, although such immovable property may have been partly or wholly unproductive; to charge to income or principal or apportion between them any expense of making or changing investments, brokers' commissions, agents' compensation, attorney and accountant fees and repairs or improvements, taxes, depreciation charges, and trustee compensation; and generally to determine all questions as between principal and income and to credit or charge to either or to apportion between them any receipt or gain and any charge, disbursement, or loss as is deemed advisable in the circumstances of each case as it arises, notwithstanding any statute or rule of law for distinguishing income from principal or any determination of the courts. However, Trustees shall allocate all gains and losses from the sale or exchange of trust property to principal.

6.17 Agents and employees. To employ or retain such employees, agents and advisors as Trustees may deem necessary, to assist in performing any duties of trustee, including, but by way of illustration only, investment advice, management advice, and for any other purposes Trustees consider advisable, and to determine reasonable charges for such services and to make payment therefor out of trust property.

6.18 Mutual funds. To acquire and retain for so long a period as Trustees may see fit the shares, preferred or common, of investment companies, or investment trusts, whether of the open-end or closed-end type, and without notice to any one, to participate in any common trust fund maintained by any corporate trustee at any time serving hereunder.

6.19 Life insurance. To insure the life of any beneficiary or the life or any other person in whose life a beneficiary or any trust may have an insurable interest. Life insurance shall be in such amounts as the Trustees may determine, and in such forms, as Trustees may deem wise by term insurance, ordinary life insurance, stated period payment insurance, endowment insurance or any other kind of life insurance. Proceeds of life insurance shall be made payable to the trust held for the

beneficiary whether the insurance is on that beneficiary's life or on the life of a third person. Trustees may elect any option provided by any policy. Trustees may surrender any of such policies at any time and obtain the cash surrender value, or may borrow against such value, or may exercise any other right of an owner of the policy. The proceeds of each of such policies, whether collected before or after the death of the named insured, shall be added to the principal due the beneficiary who is the named insured or in whose favor the policy has been obtained.

6.20 Custody and location of trust property. To keep all or any part of the trust property at any place in Louisiana or elsewhere within the United States or abroad with such depositories or custodians at such places as Trustees shall deem necessary or advisable and shall have the power to hold securities in the names of nominees.

6.21 Powers of attorney. To give such powers of attorney, general or special, with or without power of substitution, in connection with the exercise of other powers as Trustees may deem advisable.

6.22 Miscellaneous agreements. The Trustees may enter any and all kinds of agreements, whether or not specifically described in this paragraph.

6.23 Disclaimers. The Trustees, on behalf of all of the beneficiaries, shall have the power to disclaim, renounce or refuse any original trust property or any additions to trust property in whole or in part, whether inter vivos or mortis causa.

VII. SPECIAL POWERS OF THE TRUSTEE

7.1 Distribution of income.

A. During the lifetime of the original income beneficiary, income shall be distributed at least quarterly or more frequently should the Trustees see fit.

B. After the death of the original income beneficiary of a trust, income shall be distributed annually or more frequently as the Trustees see fit to the first successor income beneficiary. Notwithstanding any other powers granted to the Trustees, the first successor income beneficiary shall have the power to require the Trustees to invest the assets of the Trust of which he or she is the income beneficiary in properties which are

reasonably productive of income. The purpose of these provisions is to qualify the interest of the first successor income beneficiary as qualified terminable interest property to which an election can be made under I.R.C. Section 2056 (b)(7).

C. After the death of the first successor income beneficiary income accruing to a trust may be accumulated or distributed at the sole discretion of the Trustees, provided that income accruing to the legitime of the forced heirs in these trusts shall be distributed at least annually or more frequently as the Trustees see fit.

7.2.1 Invasion. During the lifetime of the original income beneficiary, Trustees may, at any time, distribute principal to the original income beneficiary of a trust or for his or her benefit. At the death of the original income beneficiary, Trustees shall, if called on to do so by the executor of the estate of the original income beneficiary, distribute accumulated income first, then principal for the payment of debts, taxes and expenses of the estate of the original income beneficiary.

7.2.2 Invasion. After the death of the original income beneficiary, Trustees, at any time, in their sole discretion may distribute first accumulated income, then principal to the first successor income beneficiary, subject to the rights of forced heirs, even though that distribution impairs the interest of another beneficiary. After the death of the first successor income beneficiary, Trustees, at any time, in their sole discretion may distribute first accumulated income, then principal to or for the benefit of the second successor income beneficiary, subject to the rights of other beneficiaries as forced heirs, for, but not restricted to, maintenance, health, care, benefit, comfort, education, support and general welfare, even though that distribution impairs the interest of another beneficiary. After the death of the second successor income beneficiary, if a successor income beneficiary of a trust needs resources for health, education, maintenance or support, and subject to the rights of the other beneficiaries as forced heirs, the Trustees are authorized to make one or more distributions first of accumulated income, then principal, from that trust, if necessary, for his or her benefit even though that distribution impairs the interest of another beneficiary. In making such distributions Trustees shall take into account funds available to such successor income beneficiaries from other sources known to Trustees. No such distribution shall impinge upon the legitime of forced heirs in either trust.

7.3 Health. Trustees may determine that a beneficiary needs resources for health whenever Trustees are advised by a practicing, licensed physician that the beneficiary needs particular care, attention or treatment, and Trustees are advised

that the beneficiary will avail himself or herself of such medical care, attention or treatment. If in an emergency, a beneficiary is unable to give such consent, the physician's advice shall be sufficient.

7.4 Education. Trustees may determine that a beneficiary needs resources for education whenever Trustees are advised by any person who is an educator by occupation or profession that participation in a particular class of instruction, educational endeavor, course of study, or enrollment in a particular school, college or university or institution of learning would be beneficial to the beneficiary, and Trustees are advised that the beneficiary will so avail himself.

7.5 Maintenance and support. Trustees may determine that a beneficiary needs resources for maintenance or support whenever the beneficiary lacks sufficient income and resources available from all sources known to Trustees to maintain a reasonable standard of living.

7.6 Facility of payment. If a beneficiary is under legal disability, or, if in the Trustees' opinion, is incapable of properly managing his affairs due to illness, age or other cause, the Trustees may use or apply trust income or principal for his benefit. Trustees may make payment by any reasonable method, including the following:

- (1) directly to the beneficiary;
- (2) to the legally appointed tutor (guardian) or curator (conservator) of the beneficiary;
- (3) by disbursing such amounts directly for the benefit of the beneficiary;
- (4) by depositing all or any part of the income into a checking or savings account in a bank, savings and loan association or other depository in the name of the beneficiary;
- (5) to another trust for the benefit of the same beneficiary; or
- (6) to a custodian appointed under the Uniform Gifts to Minors Act adopted by any state.

Trustees are specifically authorized to recognize and honor a beneficiary's endorsement of any check issued by the Trustees to the beneficiary, whether or not the beneficiary is then a minor, and whether or not there is any person who is administrator of the minor's estate, tutor (guardian) of the minor.

VIII. THE OFFICE OF TRUSTEE

8.1 Bonds. No trustee shall be required to furnish bond.

8.2 Liability. All Trustees are relieved from all liability in connection with administration of the trusts, except for liability for breach of the duty of loyalty to a beneficiary or for breach of trust committed in bad faith. Upon the death of the insured under any policy of life insurance naming the trust as beneficiary, Trustees shall collect and hold the net proceeds as trust property subject to this Trust Instrument. Trustees shall not be obligated to engage in litigation to enforce collection of any insurance proceeds unless indemnified to their satisfaction against any resulting expense and liabilities. If in the Trustees' best judgment this Trust Instrument should not be recorded in the public records, Trustees are absolved of all liability for failure to record in good faith.

8.3 Compensation. All trustees shall serve without compensation, except that Daniel Carr Almon or Kenneth Evans Almon shall be paid reasonable compensation unless it would require invasion of principal. A corporate trustee shall be entitled to fix its compensation in accordance with its schedule as may be in effect from time to time, and may make payments to itself out of trust property. Any individual trustee serving without compensation shall be entitled to recover reasonable costs from the trust property.

8.4 Accountings. Trustees shall render such accountings as are required by law.

8.5 Attorneys; successors. Settlor's name Paul C. Pepitone as attorney for the trusts. The Trustees shall have the power to appoint any attorney for either trust and to designate a successor. Any attorney for the trust shall charge only a reasonable hourly rate.

8.6 Resignations. A trustee desiring to resign shall deliver written notice to each co-trustee and to each beneficiary. Notice of resignation shall be in authentic form and shall be effective when the successor trustee has accepted the office.

8.7 Successor trustees. If Charles Carraway Almon or Janie Evans Almon should cease or fail to act as original trustee for the trust named for him or her, the other of them shall act as successor trustee of such trust. If both Charles Carraway Almon

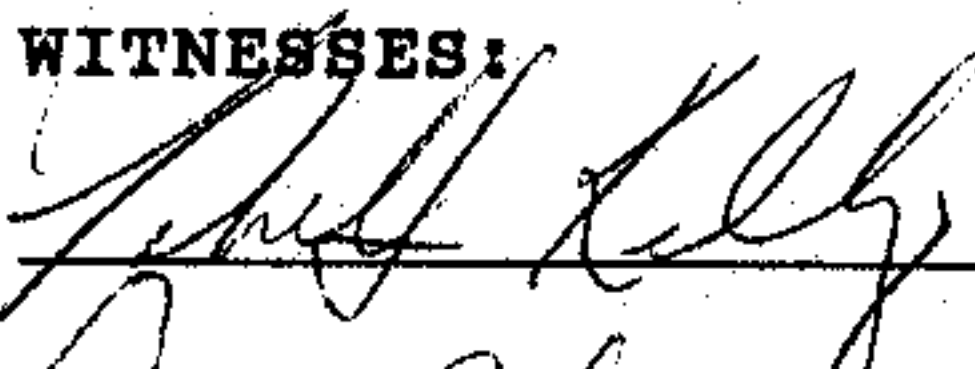

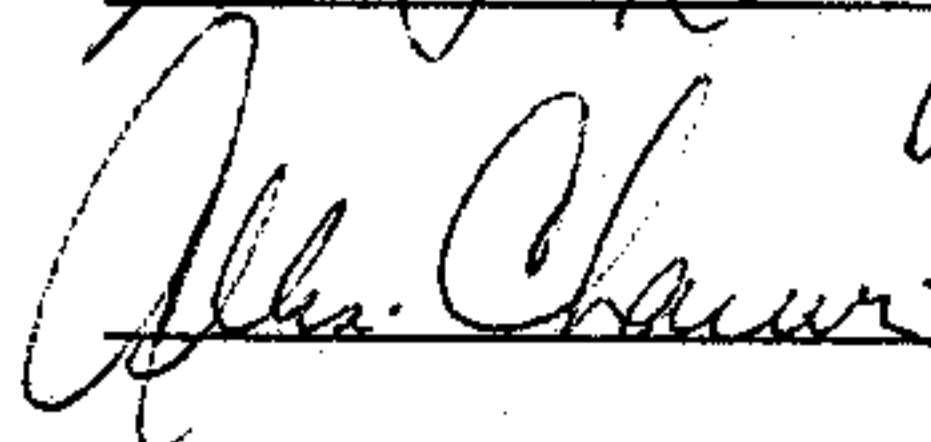


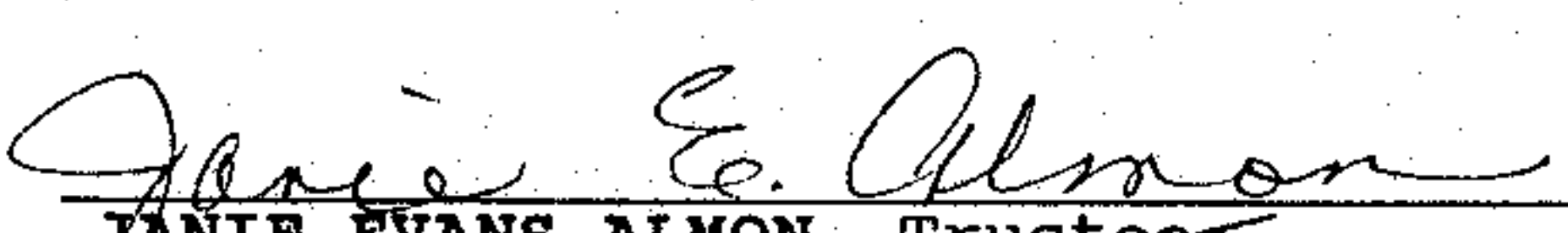
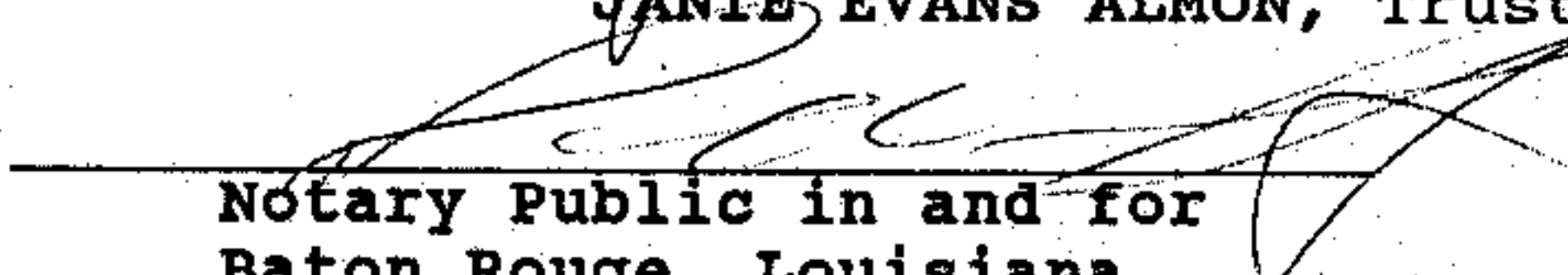
and Janie Evans Almon should cease or fail to act as trustee, Daniel Carr Almon shall act as successor trustee of all trusts created herein. If Daniel Carr Almon should cease or fail to act as successor trustee, Kenneth Evans Almon shall act as successor trustee of all trusts created herein.

IX. MISCELLANEOUS PROVISIONS

9.2 Collation. All donations made by Settlers to the trusts created herein shall be treated as extra portions and shall not be subject to collation.

THUS DONE, READ AND SIGNED at Baton Rouge, on this 26th day of August, 1991.

WITNESSES:

	 CHARLES CARRAWAY ALMON, Settlor
	 JANIE EVANS ALMON, Settlor
	 CHARLES CARRAWAY ALMON, Trustee
	 JANIE EVANS ALMON, Trustee
 Notary Public in and for Baton Rouge, Louisiana	

SCHEDULE A

to the


Original Trust Property of The Charles C. Almon Trust
and The Janie E. Almon Trust
A. \$10.00

Inst # 1993-38821

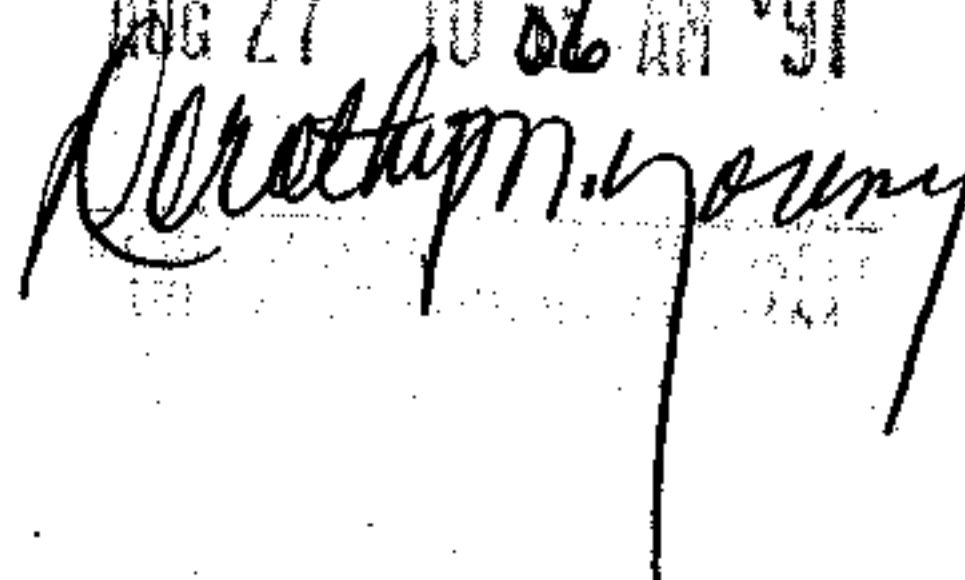
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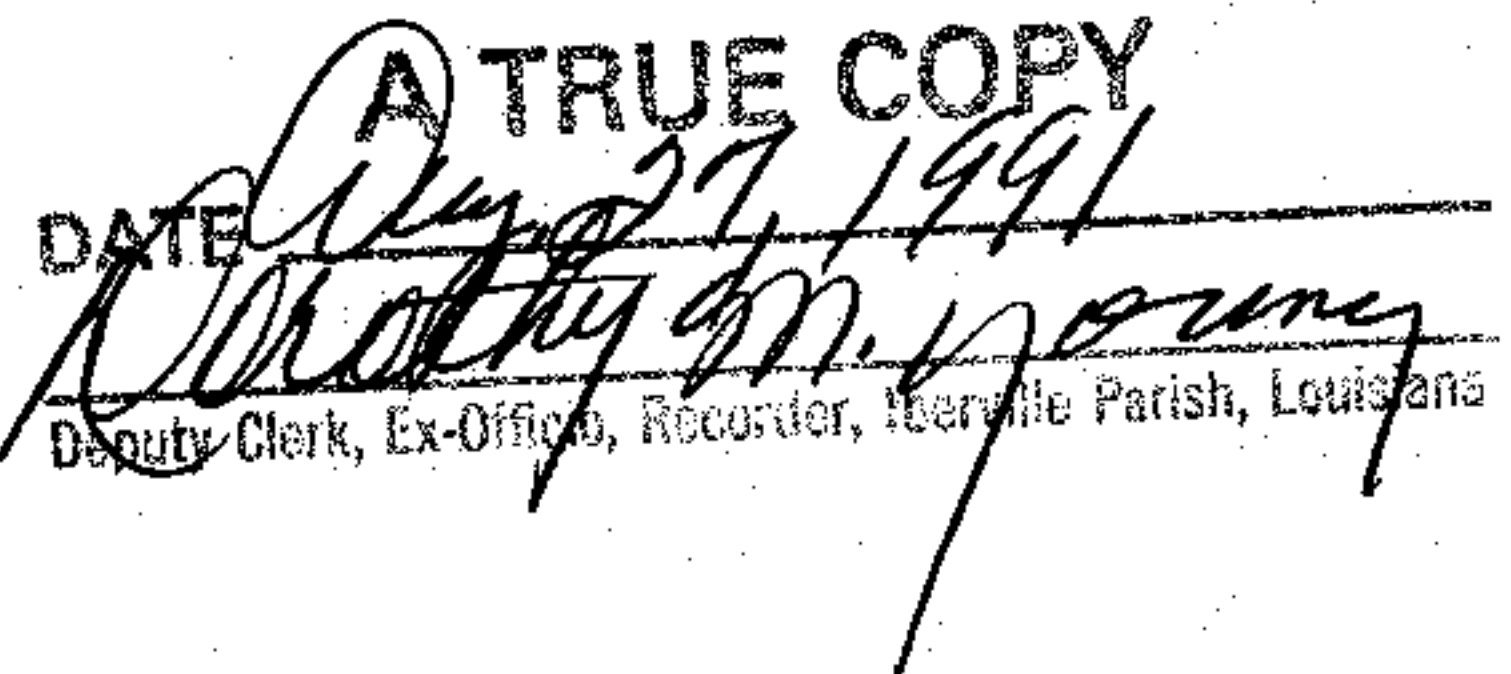
NE VARIETUR

For identification with Trust
Instrument passed before me
on this 26th day of August, 1991.


PAUL C. PEPITONE
NOTARY PUBLIC

FILED

AUG 27 10 06 AM '91


A TRUE COPY
DATE Aug 27, 1991

Deputy Clerk, Ex-Officio, Recorder, Iberville Parish, Louisiana

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