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AGREEMENT OF TRUST

THIS AGREEMENT OF TRUST, made and entered into at Corsicana, Navarro County, Texas, this 19<sup>th</sup> day of November, 1986, by and between Robert M. Davant, Jr., Laura Lea Jones, Mary Anne Dunnam and Kathryn Dodson and their Trustee, Glenn Sodd, and the successors in interest and heirs of John E. Davant, being Carolyn Davant Fricke, Cornelia Davant Atwood, William Lewis Davant, Kathryn Davant Higgins, Eugenia Davant Wilson, and James E. Davant, hereinafter called Settlers, and InterFirst Bank Corsicana, N.A., in its corporate capacity and in its capacity as successor executor of the Estate of Hortense Eleanor Davant, Deceased and as trustee under the Will of Hortense Eleanor Davant, hereinafter called Trustee;

W I T N E S S E T H

Settlers have conveyed, transferred and assigned and do by these presents convey, transfer and assign unto the Trustee the assets and properties described in Schedule A attached hereto and made a part hereof, such properties and assets shall be held, administered and distributed as an irrevocable trust for the uses and purposes hereinafter set out, as of the commencement date hereafter set out.

SECTION I.

DISTRIBUTIONS DURING LIFETIME OF SETTLORS

So long as the Settlers shall live there shall be distributed to or for the benefit of the Settlers all of the trust income, and so much of the principal which consists of cash, less an amount the Trustee shall determine in its sole discretion to be necessary or appropriate for the safe, effective and efficient operation of the trust and its properties and for the payment of the Trustee's usual and customary fees. Settlers may, by unanimous written consent of themselves and any parties who have succeeded to their interest, replace Trustee with another trustee unanimously agreed to in writing by Settlers.

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SECTION II.

TERMINATION OF TRUST

The "commencement date" of this trust shall be the date of the termination of the trust created under the Will of Hortense E. Davant, Deceased, for the benefit of the Settlers, being the date of death of Cecile Davant. This trust shall terminate January 1, 2000 A.D., and all remaining trust assets shall pass to the Settlers and be distributed in accordance with their interests as shown herein.

SECTION III

TRUSTEE'S POWERS AND OBLIGATION

The Trustee and any successor Trustee from time to time acting hereunder shall have and exercise the following rights, powers and privileges and shall be subject to the following duties, provisions and limitations:

- a) General Investment, Sale and Management Powers. The Trustee shall have full power and authority to manage, handle, invest, reinvest, convert, reconvert, sell for cash or credit, or for part cash and part credit, exchange, hold, dispose of, lease for any period, whether or not longer than the life of the trust, improve, repair, maintain, work, develop, operate, use, mortgage, or pledge all or any part of the funds, assets and property constituting from time to time any part of the trust; borrow money, enter into contracts; execute obligations, negotiable and non-negotiable; sue and be sued; settle, compromise or adjust by arbitration or otherwise, any disputes or controversies in favor of or against the trust; waive or release rights of any kind; appoint, remove and act through agents, managers and employees, and confer upon them such power and authority as may be deemed necessary or advisable; sell, convey or lease, and otherwise deal with, any oil, gas, and other minerals and mineral rights and royalties, and operate and develop oil, gas and other mineral properties and interests; pay all reasonable expenses; execute and deliver any deeds, conveyances, leases, contracts or written instruments of any character appropriate to any of the powers or duties of the Trustee.
- b) Selection and Retention of Investment. Any property transferred to the trust by Settlor or acquired by the Trustee as herein provided and from time to time constituting any part of the corpus of the trust shall be deemed a proper investment, and the Trustee shall be under no obligation to dispose of or convert any such property. The Trustee may invest and reinvest all funds available for investment or reinvestment from time to time or at such times as may be deemed advisable in such investments as he deems

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reasonable and prudent. It is the basic desire and philosophy of the Settlor, however, that a conservative, liquid, fixed-income approach to investing should be adopted in most cases.

- c) Power to Determine Income and Principal. Stock dividends and capital gains shall be treated as principal. Except as herein otherwise specifically provided, the Trustee shall have full power and authority to determine the manner in which expenses are to be borne and in which receipts are to be credited as between principal and income, and also to determine what shall constitute income or net income and what shall constitute principal, and may withhold from income such reserves for depreciation or depletion as it may deem fair and equitable.
- d) Payments and Distributions. All payments of income and distributions of principal to the Settlor as and when such payments or distributions are made shall be made to Settlor in person or upon Settlor's personal receipt, except that if Settlor shall be under any disability, such payments may be made directly to or expended and used for the support or maintenance of Settlor without the intervention of any legal guardian or other legal representative.
- e) Liability of Third Party. No purchaser at any sale made by the Trustee or persons dealing with the Trustee hereunder shall be obliged to see to the application of any money or property paid or delivered to the Trustee. No person dealing with the Trustee shall be obliged to inquire into the expedience or propriety of any transaction or the authority of the Trustee to enter into and consummate the same upon such terms as he may deem advisable.
- f) Powers Cumulative. The Trustee, except to the extent that the same are inconsistent with the provisions of this trust agreement, in which event the provisions of this trust agreement shall govern, shall have all of the rights, powers, and privileges, and be subject to all of the duties, responsibilities and conditions set forth in the Texas Trust Code (or its successor statute governing the powers and responsibilities of trustees). Except as herein otherwise provided, the powers conferred upon the Trustee herein shall not be construed as in limitation of any authority conferred by law, but shall be construed as in addition thereto.
- g) No Bond. No bond shall be required of any Trustee.
- h) Trustee's Fee. For his services as Trustee hereunder, any Trustee shall be entitled to reasonable fees commensurate with its duties and responsibilities, taking into account the value and nature of the trust fund and the time and work involved, and the usual and customary fees charged by Trustee to trusts of a similar nature and size shall be considered reasonable. The sale of any substantial asset, such as stock, shall be compensated by a commission as in a real estate transaction.

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- i) Resignation of Trustee and Appointment of Successor. The Trustee hereinabove named or any successor Trustee may at any time resign upon giving to the Settlor or her legal guardian thirty (30) days written notice of such resignation.
  - j) Liability for Predecessor Fiduciary. No Trustee hereunder whether original or successor shall be liable for the default of any existing or prior trustee or co-trustee or legal representative thereof or for failure to contest the accounting rendered by such predecessor fiduciary, unless the Settlor shall have, in writing, requested the Trustee to contest such accounting or rectify such default prior to acceptance. Similarly, any Trustee hereunder whether original or successor may accept the trust assets as delivered to it by such prior trustee or the legal representative of such prior fiduciary and shall be responsible only for such assets. It is Settlor's desire that said Trustee be relieved of any duty, liability or responsibility which it may have as a successor fiduciary because of relieving assets or being entitled to receive assets from a prior fiduciary. It is Settlor's wish and desire that these provisions expedite the funding and succession of trusteeship hereunder. Nothing in this paragraph shall limit the power of any trustee hereunder from conditioning its acceptance of the trust or any assets upon a prior accounting or from requiring such an accounting or a rectifying of prior default from a predecessor fiduciary.

#### SECTION IV

#### AGREEMENT

This agreement is made and all things subject to and consistent with that certain Compromise Settlement Agreement entered into on December 18, 19, 22 and 23 of 1980 by Robert Matthews Davant, Jr., Mary Anne Davant Dunnam, John E. Davant, Kathryn Davant Dodson, Laura Lea Jones, The First National Bank of Corsicana, Texas, substitute executor of the Estate of Hortense Eleanor Davant, Deceased, and as trustee under the Will of Hortense Eleanor Davant, Cecile Davant, individually and as independent executrix of the Estate of James Edwin Davant, and Earlie Brooks, and it is the express agreement of all the parties hereto that the execution of this agreement shall in no way violate, hamper, amend or alter the terms and conditions of said Compromise Settlement Agreement (herein called the compromise settlement agreement), and within the context of said compromise settlement agreement, each party hereto consents to the execution of

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this agreement. Settlers and Trustee, in its capacity as successor executor of the Estate of Hortense Eleanor Davant, Deceased, and as trustee under the Will of Hortense Eleanor Davant, each consent to the execution hereof and request that any court construing this agreement construe same in such a way as to be consistent with and not in violation of said compromise settlement agreement, and if any court so determines that any term or provision hereof is inconsistent with or in violation of said compromise settlement agreement, then Settlers and Trustee in the capacity herein stated expressly disavow such term of this agreement and request any court so construing to alter the provisions in this agreement so as to as nearly as possible effectuate the intent of the parties as expressed herein without violating any term or condition of said compromise settlement agreement.

This agreement is also made and entered into as consistent with that certain Trust Agreement between Mary Anne Dunnam and Kathryn Dodson, and the law firm of Dawson, Dawson, Sodd, Davis & Moe, and Glenn Sodd, Trustee (herein called the "trust agreement").

The interests of the parties in the assets covered by this agreement of trust are as set forth in the compromise settlement agreement and the trust agreement, and each party hereto hereby expressly affirms, ratifies and confirms the compromise settlement agreement and the trust agreement and their respective interests in the assets which comprised the Estate of Hortense Eleanor Davant, Deceased as set forth therein. Accordingly, upon the commencement date of the trust set forth in this agreement of trust, Trustee shall recognize the interest of Settlers therein with the compromise settlement agreement and the trust agreement.

It is the intent of the parties that the trust called for herein shall be created as of the date of the death of Cecile Davant, but that this agreement shall be binding and effective immediately as between the parties, and the

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interests of any heirs or other successors in interest to the parties to this agreement shall be bound by the terms and provisions hereof, and this agreement of trust shall be binding upon the heirs, successors and assigns of each party hereto, without implying the right to assign any interest in violation of the compromise settlement agreement or the trust agreement.

Settlors and Trustee, in its capacity as successor executor of the Estate of Hortense Eleanor Davant, Deceased, and as trustee under the Will of Hortense Eleanor Davant, hereby acknowledge that upon the death of any party hereto at any time prior to the death of Cecile Davant, the deceased party's interest in the property, which once comprised the Estate of Hortense Eleanor Davant, Deceased, is now the subject of the residuary trust created under the Will of Hortense Eleanor Davant, Deceased, and will become the subject of this agreement and trust upon the death of Cecile Davant, shall pass to the heirs at law of the deceased Settlor, and in the event of death of a Settlor after the death of Cecile Davant, such interest shall pass to the heirs at law or the devisees under any valid will of any of the Settlers who may so die.

This agreement is made in connection with the agreement by the Trustee, acting in its capacity as trustee under the Will of Hortense Eleanor Davant, to distribute certain cash funds requested by Settlers. Accordingly, there is good and valuable consideration passing among Settlers and between Settlers and Trustee for the execution of this agreement, which is expressly acknowledged by the execution hereof. Further, the parties have deemed it in their best interests to provide for the collective management of the property which is the subject of this agreement of trust. Therefore, any party hereto or any successor in interest to any party

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hereto, attempting successfully to avoid the enforcement of this agreement of trust, shall be liable to the balance of Settlers not making such an attempt to the extent that their costs of management of the assets which are the subject of this agreement of trust exceeds their prorata share of the usual and customary fees of Trustee in managing their interests in said property and this agreement may be also specifically enforced. In the event of a contest of any term or provision of this agreement of trust, the successful parties shall be entitled to recover his, her, its or their reasonable attorneys fees and costs of litigation.

This agreement shall be performable in Navarro County, Texas, and venue of any action hereunder shall be in Navarro County, Texas. Texas law shall apply to the construction of this agreement.

EXECUTED the day and year first above written.

SETTLORS:

Laura Lea Jones  
Laura Lea Jones

Robert M. Davant, Jr.  
Robert M. Davant, Jr.

Mary Anne Dunnam  
Mary Anne Dunnam

Laura Lea Jones  
Laura Lea Jones

Glenn Sood, Trustee  
Glenn Sood, Trustee

Kathryn Dodson  
Kathryn Dodson

Cornelia Davant Atwood  
Cornelia Davant Atwood

Carolyn Davant Fricke  
Carolyn Davant Fricke

James E. Davant  
James E. Davant

William Lewis Davant  
William Lewis Davant

Eugenia Davant Wilson  
Eugenia Davant Wilson

Kathryn Davant Higgins  
Kathryn Davant Higgins

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NAVARO COUNTY TEXAS

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TRUSTEE:

INTERFIRST BANK CORSICANA, N.A.,  
in its corporate capacity and in  
its capacity as successor executor  
of the Estate of Hortense Eleanor  
Davant, Deceased and as trustee  
under the Will of Hortense Eleanor  
Davant

ATTEST:

Dan Schell  
Assistant Cashier

By: [Signature]  
SENIOR VICE PRESIDENT & TRUST OFFICER

CONSENTED TO:

[Signature]  
Cecile Davant

STATE OF TEXAS \*  
COUNTY OF MATAGORDA \*

This instrument was acknowledged before me on the  
28th day of November, 1986, by ROBERT M. DAVANT, JR.

[Signature]  
R. F. ORTIZ  
NOTARY PUBLIC, STATE OF TEXAS  
My Commission expires: 9-9-87

STATE OF Texas \*  
COUNTY OF Matagorda

This instrument was acknowledged before me on the  
28th day of November, 1986, by LAURA LEA JONES.

[Signature]  
R. F. ORTIZ  
NOTARY PUBLIC, STATE OF TEXAS  
My Commission expires: 9-9-87

STATE OF Texas \*  
COUNTY OF Bexar \*

This instrument was acknowledged before me on the  
1st day of December, 1986, by MARY ANNE DUNNAM.

[Signature]  
RITA MORRIS  
NOTARY PUBLIC, STATE OF TEXAS  
My Commission expires: 3/28/90

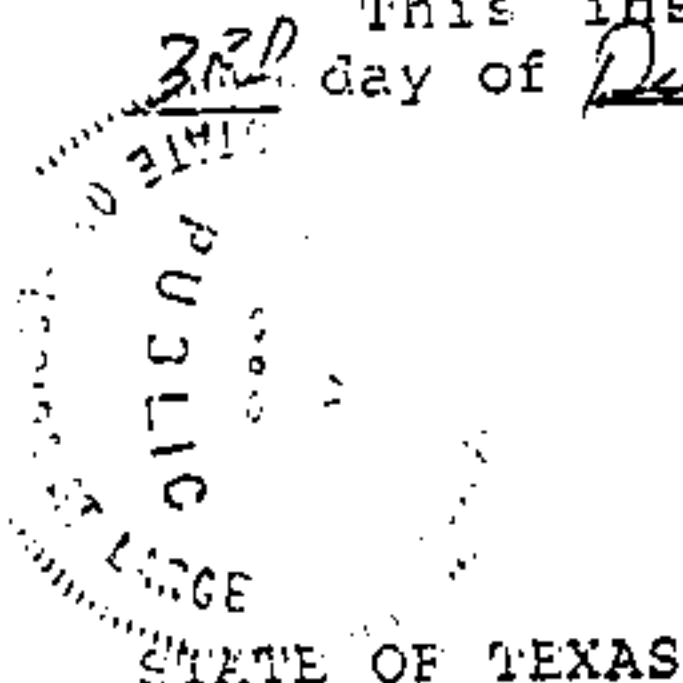
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STATE OF Florida \*  
COUNTY OF Palm Beach \*

This instrument was acknowledged before me on the  
3<sup>rd</sup> day of December, 1986, by KATHRYN DODSON.



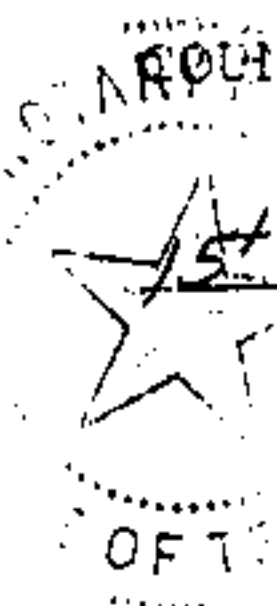
[Signature]

NOTARY PUBLIC, STATE OF ~~TEXAS~~ FLORIDA -  
My Commission expires: 4-10-88

Notary Public, State of Florida  
My Commission Expires April 10, 1988  
Bonded Thru Troy Fair - Insurance, Inc.

COUNTY OF NAVARRO \*

This instrument was acknowledged before me on the  
15<sup>th</sup> day of DECEMBER, 1986, by GLENN SODD, TRUSTEE.



[Signature]

JANE L. LUTHER  
NOTARY PUBLIC, STATE OF TEXAS  
My Commission expires: 1/12/88

STATE OF Texas \*  
COUNTY OF SALMOUNA \*

This instrument was acknowledged before me on the  
19<sup>th</sup> day of November, 1986, by CAROLYN DAVANT FRICKE.



W. R. ZWERSCHKE  
Commission Expires

[Signature]

NOTARY PUBLIC, STATE OF TEXAS  
My Commission expires: 1989

STATE OF TEXAS \*  
COUNTY OF MATAGORDA \*

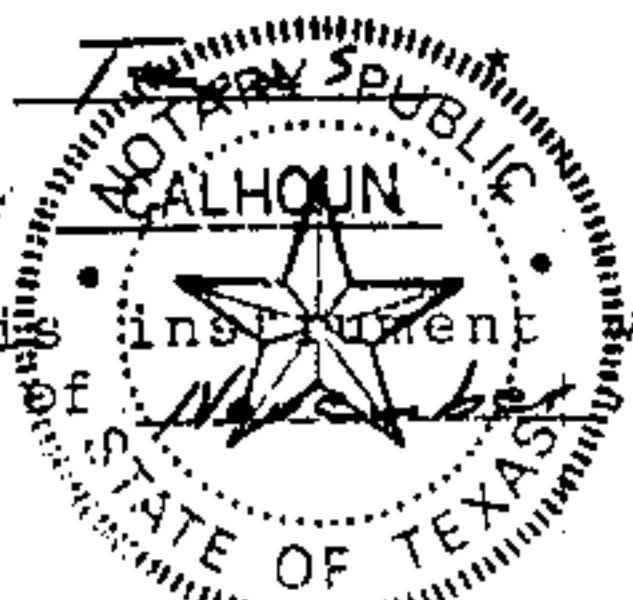
This instrument was acknowledged before me on the  
26 day of November, 1986, by CORNELIA DAVANT ATWOOD.

[Signature]

NOTARY PUBLIC, STATE OF TEXAS  
My Commission expires: 2/10/89

STATE OF Texas \*  
COUNTY OF SALHOUN \*

This instrument was acknowledged before me on the  
19 day of November, 1986, by WILLIAM LEWIS DAVANT.



W. R. ZWERSCHKE  
Commission Expires

[Signature]

NOTARY PUBLIC, STATE OF TEXAS  
My Commission expires: 1989



RETURN TO:  
BARRY L. DOMINICK  
C/O TRUST OIL & GAS  
Nationals Bank of Texas, N.A.  
P.O. BOX 830308  
DALLAS, TEXAS 75283-0308

Schedule A

All property which is now held by InterFirst Bank Corsicana, N.A., as trustee under the Will of Hortense Eleanor Davant, and which may be so held on the day immediately prior to the date of the death of Cecile Davant, provided, however, that all cash on hand at the date of the death of Cecile Davant shall be distributed by the trustee under the Will of Hortense Eleanor Davant to the parties entitled thereto, as well as all stocks traded over a national exchange (excluding stock in the Halls Bayou Ranch), accounts and similar investment securities easily and readily convertible to cash, but all interests in oil and gas properties, coal properties, stock in Hall's Bayou Ranch, and other types of real estate, shall expressly be a part of the property being held in trust under this agreement of trust.

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11:11 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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STATE OF ALABAMA: HALE COUNTY

I hereby certify that the within instrument was filed in this office for record April 15 1993

at 11:11 o'clock A.M., and recorded in Deed Record A115 Page 299

Fee \$ 27.50 Mortgage Tax \$

Deed Tax \$ Index Revenue Stamp \$ 10.00

Certificate without seal \$ 1.00, has been paid.

E. RILEY LUCAS, Judge of Probate

100 No Tax Collected

No Tax Collected  
E. Riley Lucas, Judge of Probate

A CERTIFIED COPY,  
ATTEST: 11-13 1992  
JAMES F. DOOLEN  
County Clerk  
Navarro County, Texas  
By Cindy Allerton

THE STATE OF TEXAS }  
County of Navarro

I, JAMES F. DOOLEN, Clerk of the County Court in and for Navarro County,

Texas, do hereby certify that this Instrument was FILED AND RECORDED at 10:30

o'clock 11-13 1992, in volume 1256 page 1

of the Records of Navarro County.



James F. Doolen  
County Clerk, Navarro County, Texas