

THE ALFRED HAMILTON AND MAURINE P. HAMILTON
REVOCABLE LIVING TRUST AGREEMENT

DATED: Dec 15th, 1996

BETWEEN: ALFRED HAMILTON AND MAURINE P. HAMILTON,
AS TRUSTORS

AND: ALFRED HAMILTON AND MAURINE P. HAMILTON,
AS TRUSTEES

ALFRED HAMILTON and MAURINE P. HAMILTON, residents of the State of Texas, County of Travis, hereby establish a Trust upon the conditions and for the purposes hereafter set forth.

ARTICLE ONE

Section 1.01. Trust Estate Defined

This Revocable Trust is formed to hold title to real and personal property for the primary benefit of the Trustors, and upon the death of the survivor of them, for the listed successor Beneficiaries of this Trust and to provide for the orderly use and transfer of these assets upon the death of the Trustors. The "Trust Estate" is defined as all property, real and personal, transferred or conveyed to and received by the Trustee, held pursuant to the terms of this instrument. The Trustee is required to hold, administer and distribute this property as provided in this Trust Agreement.

Section 1.02. Definitions

As used in this Trust Agreement,

- a) The term "husband" shall mean ALFRED HAMILTON.
- b) The term "wife" shall mean MAURINE P. HAMILTON.
- c) The term "Trustor" shall refer individually and collectively to Husband and Wife.
- d) The term "descendant" shall mean the lawful issue of a deceased parent in the line of descent but does not include the issue of any parent who is a descendant of the deceased person in question and is living at the time in question.

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- e) The terms "child" and "descendant" include any issue born to decedent or legally adopted by the decedent or a posthumous child of a decedent and a posthumous child is to be considered as living at the time of his parent's death.
- f) The term "survives" or "surviving", unless otherwise indicated herein, shall be construed to mean surviving the decedent for at least sixty (60) days. If the person referred to dies within sixty (60) days of the death of the decedent, the reference to him will be construed as if he had failed to survive the decedent; provided, however, that any such person will have during such period the right to the use and the enjoyment as a life tenant of all property in which his interest will fail by reason of death during such period.
- g) The term "issue" will include all natural and adopted children and descendants and those legally adopted into the line of descent.
- h) The term "per stirpes" means strict per stirpes and does not mean per capita with representation. Beneficiaries entitled to take under a "per stirpes" clause will include both natural and adopted children and their descendants.
- i) The terms "Trust Assets" and "Trust Estate" include all assets of any trust created hereunder and income derived from such assets and all proceeds of any description derived from the sale, exchange or other disposition of such assets.
- j) When required to give reasonable effect to the context in which used, pronouns in the masculine, feminine or neuter gender include each other and nouns and pronouns in the plural or singular number include each other.

Section 1.03. Trustee Designation

Husband and wife are hereby designated as Co-Trustees. The Co-Trustees shall serve jointly and severally and either shall have full authority to act for the Trust independently. Should either husband or wife become unable because of death, incapacity or other cause to serve as a Co-Trustee or should either resign as Co-Trustee before the natural termination of this Trust, the remaining Co-Trustee, husband or wife, shall thereafter serve as sole Trustee. The term "Trustee" as used in this Trust Agreement shall refer collectively to husband and wife so long as they serve as Co-Trustees, to the spouse who serves as the sole Trustee and/or to any Successor Trustee who assumes the role of Trustee. These Trustees shall serve in the order as provided in Section 9.01. of this Trust Agreement.

Section 1.04. Additions to Trust Properties

- a) The Trustee, at any time during the continuance of this Trust in his sole discretion after consideration of the possible tax consequences to all concerned, is authorized to receive into the Trust additions of cash and other properties from any source whatsoever, whether by gift, will or otherwise. However, the Trustee shall accept all assets which any person or persons may give, devise or bequeath by Last Will and Testament to this Trust and shall accept all assets transferred to this Trust pursuant to the provisions of any other Trust document or documents.
- b) Any person may designate this Trust as the Beneficiary, Primary or Contingent, of death benefits, whether insurance benefits, pension benefits or other benefits. Until such benefits mature, the Trustee shall have no responsibility with respect to those benefits.

Section 1.05. Apportionment

The Trustee of the Trust is directed to apportion receipts and expenditures of the types described below between principal and income as follows:

- a) Whenever the principal or any part thereof, of the trust property is invested in securities purchased at a premium or at a discount, any premium will be charged against principal and any discount will be credited to principal;
- b) Any stock dividends and rights to purchase additional stock issued on securities held in trust will be treated as principal, but all other dividends, except liquidating distributions, will be treated as income; and
- c) The amount of any applicable depletion allowance for federal income tax purposes will be treated as income.

Section 1.06. Separate Property to Remain Separate

All property that a Trustor transfers to the Trustee pursuant to this instrument which was community property, quasi-community property or separate property at the time of the transfer shall remain, respectively, community property, quasi-community property or the separate property of the Trustor transferring such property to the Trust and shall, prior to the death of the first Trustor, be distributed to the transferring Trustor upon termination of the Trust or upon written request of either Trustor.

While both Trustors are living, either Trustor has the unlimited right to withdraw the assets or interest in assets contributed to the Trust. The right of either Trustor to withdraw more

than their proportionate share of the Trust Assets is limited by the intent of the other Trustor. Upon the death of the first Trustor, the surviving Trustor retains the right to withdraw their proportionate share of the Trust Assets.

Community, quasi-community and separate property transferred to the Trustee by the Trustors shall be treated as such. The property, as invested and reinvested, together with the rents, issues and profits therefrom shall retain its character during the joint lifetimes of the Trustors in spite of any change in the situs of the Trust, subject, however, to the provisions of this Agreement.

Section 1.07. Discretionary Termination

The Trustee may terminate any trust when, in the opinion of the Trustee, the principal is reduced to such an extent that it is not in the best interest of the Beneficiary to continue the trust. The judgment of the Trustee with respect to this decision to terminate will be final and not subject to judicial review. If the Trustee terminates a trust according to this Section, the date the trust terminates will be deemed the date fixed for termination of the trust. Upon termination the Trustee will distribute the assets of the terminating trust to the Trustor or Trustors who contributed the assets to the trust, or if neither Trustor survives, to the Beneficiaries pursuant to this Agreement.

Section 1.08. Amendment and Revocation

At any time while both Trustors are living, the Trustors may, by a duly executed instrument filed with the Trustee:

- a) Amend this Trust Agreement in any manner; and/or
- b) Revoke this Trust Agreement in part or in whole. If the Trust Agreement is revoked in whole, the Trustee shall transfer title to all Trust property of every kind and description back into the individual names of the Trustors. The instrument of amendment or revocation shall be effective immediately upon its proper execution by the Trustors, but until a copy has been received by a Trustee, that Trustee shall not incur any liability or responsibility for either (i) failing to act in accordance with such instrument or (ii) acting in accordance with the provisions of this Trust Agreement without regard to such instrument; and/or
- c) Withdraw from the Trust Estate all or any part of the principal and accumulated income of the Trust to satisfy liabilities lawfully incurred in the administration of this Trust.

Section 1.09. Revocation or Alteration by Trustor Alone

The rights of revocation, withdrawal, alteration and amendment reserved in this Article must be exercised by a Trustor prior to death or incapacity and may not be exercised by any other person, including an agent, a guardian or a conservator.

Section 1.10. Irrevocability

Except as otherwise provided, on the death of either Trustor, the designation of specific gifts designated in the decedent's Special Directives hereto shall become irrevocable and not subject to amendment or modification.

Section 1.11. Trustor Powers

The surviving Trustor shall be the Trustee unless and until he resigns in writing or is determined to be incapacitated under the terms provided herein. The surviving Trustor shall retain all absolute rights to discharge or replace any Successor Trustee, so long as the Trustor is competent.

Section 1.12. Catastrophic Illness

If both Trustors are living and a catastrophic illness affects one of the Trustors, then the Trust Estate shall be divided into the separate property of the respective Trustors. Such division shall be made so as to preserve the Estate of the Trustor not so affected by the catastrophic illness. A catastrophic illness is one which is reasonably anticipated to extend for a period of six months or longer and which renders the affected Trustor incapacitated or in need of full time care.

If competent, a Trustor may make the determination to divide the Trust Estate in accordance with these provisions. If the Trustor affected by the catastrophic illness is not competent to manage his affairs, then the division shall be made by the person designated as the affected Trustor's Attorney-in-Fact in his Durable Power of Attorney or by a court appointed conservator of the affected Trustor. The division of the property of the Trust Estate shall apportion to each Trustor his separate property and one-half of the community property. After the division, the share of the Trust Estate set aside for each Trustor shall be his sole and separate property for all purposes, and, if that property remains part of the Trust Estate, subject to the terms and conditions set forth within this Trust Agreement.

ARTICLE TWO

Section 2.01. Trust Income

While both Trustors are living, the Trustee shall at least annually, unless otherwise directed by both Trustors in writing, pay to or apply for the benefit of husband and wife, all of the net income from the Trust Estate.

Section 2.02. Protection of Trustor in Event of Incapacity

While both Trustors are living, should either Trustor become incapacitated as defined in Section 2.03 below, the Trustee may, in the Trustee's absolute discretion, pay income and principal for the benefit of the incapacitated Trustor and may pay to or apply for the benefit of that Trustor such sums from the net income and from the principal of the Trustor's separate Estate as the Trustee, in the Trustee's absolute discretion, believes is necessary or advisable for the comfortable support, maintenance and health of the Trustor.

Section 2.03. Incapacity

In the event that any Trustee or any Beneficiary hereunder comes into possession of any of the following:

- a) A jurisdictionally applicable court order holding the party to be legally incapacitated to act on his own behalf and appointing a guardian or conservator to act for him, or
- b) Written certificates which are duly executed, witnessed and acknowledged by two unassociated licensed physicians, one of whom must be the primary care physician of the party, each certifying that the physician has examined the party and has concluded that, by reason of accident, mental deterioration or other cause, such party has become incapacitated and can no longer act rationally and prudently in his own financial best interest, or
- c) Evidence which such Trustee or Beneficiary deems to be credible and currently applicable that a party has disappeared, is unaccountably absent or is being detained under duress and that he is unable to effectively and prudently look after his own best interests, then in that event and under those circumstances:
 - 1) Such party is deemed to have become incapacitated, as that term is used in this Trust Agreement, and

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- 2) Such incapacity is deemed to continue until such court order, certificates and/or circumstances are inapplicable or have been revoked.

A physician's certificate to the effect that the party is no longer incapacitated shall revoke a certificate declaring the party incapacitated. The certificate which revokes the earlier certificate may be executed either (i) by the originally certifying physicians or (ii) by two other licensed, board certified physicians. No Trustee shall be under any duty to institute any inquiry into a party's possible incapacity. The Trustee shall incur no liability to any person whomsoever for making distributions to or for the benefit of the Trustor upon determination of the Trustor's incapacity. The reasonable expenses of any inquiry under this Section 2.03 shall be paid from the Trust Assets.

Section 2.04. Principal Invasion

While both Trustors are living, should the net income of assets contained in this Trust be insufficient to provide for the comfortable support, maintenance and health of the Trustors as herein defined, the Trustee may, in the Trustee's sole and absolute discretion, pay to or apply for the benefit of the Trustors or either of them or any of their dependents, such amounts from the principal of the Trust Estate as the Trustee deems necessary or advisable for the comfortable support, maintenance and health of the Trustors or either of them or any of their dependents.

Section 2.05. Residence

If the Trustors' residence is a part of the Trust, the Trustors will have possession of and full management of the residence and will have the right to occupy it rent free. Any expenses arising from the maintenance of the property and from all taxes, liens, assessments and insurance premiums are to be paid from the Trust to the extent that assets are available for payment.

Section 2.06. Provisions for Title XIX

- a) If competent, any Trustor may, or, if incapacitated, another Trustor or the Trustor's duly appointed Attorney-in-Fact under his Durable Power of Attorney or a court-appointed Conservator of the estate of the affected Trustor may also determine to reduce the separate and/or community share of the said Trustor which is subject to his power of revocation to a point which will enable the said Trustor to qualify for Medicaid payments under Title XIX of the Social Security Act or any subsequent modification thereof or successor provision thereto by waiving, releasing and relinquishing any and all power in the said Trustor to alter, amend or revoke the provisions of this Trust Declaration with respect to the portion of the affected Trustor's separate and/or community property to which such waiver, release and relinquishment is to apply.

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- b) In the event of such release by a Trustor of his power to alter, amend or revoke the Trust, then as to the property affected thereby such Trustor shall automatically forfeit all rights or entitlement on the part of such Trustor to any portion of either the principal or the income thereof.
- c) If the value of the affected share should exceed the amount of the exemption equivalent available by reason of the said Trustor's unused Unified Tax Credit under the Internal Revenue Code or any successor or modified version thereof, the Trustee shall pay, from the Trust Estate the amount of any Gift Tax liability thereby incurred.

ARTICLE THREE

Section 3.01. Provisions After the First Death

On the death of either Trustor leaving the other Trustor surviving, the Trustee shall collect all insurance proceeds payable to the Trustee by reason of such death and all bequests and devises distributable to the Trust Estate and shall divide the entire Trust Estate into two separate Trusts to be known and herein designated as Survivor's Trust "A" and Decedent's Trust "B".

Section 3.02. Survivor's Trust "A" Content

Survivor's Trust "A", in addition to other property, if any, to be added to it under the terms of this Agreement, shall consist of a one-half (1/2) interest in the community property of the Trust Estate if applicable and the separate property of the surviving Trustor. Upon creation of this Trust, survivor's Trust "A" shall remain revocable during the life of the surviving Trustor. Upon the death of the surviving Trustor this share shall become irrevocable.

Section 3.03. Decedent's Trust "B" Content

Decedent's Trust "B" shall consist of a one-half (1/2) interest in the community property of the Trust Estate, a one-half (1/2) interest in the quasi-community property of the deceased spouse included in the Trust Estate and the separate property of the Decedent. Decedent's marital share shall be placed into Decedent's Trust "B". Upon creation of such Trust share, Decedent's Trust "B" is irrevocable.

The Trustee shall have the sole discretion to select that portion of the joint assets which shall be included in Decedent's Trust "B". The Trustee shall value any asset selected by the Trustee for distribution in kind to the marital share at the value of such asset at the date of distribution to the marital share.

Section 3.04. Maximum Marital Deduction

Except as otherwise expressly stated herein, the term "maximum marital deduction" shall not be construed as a direction by the deceased Trustor to exercise any election respecting the deduction of Estate administration expenses, the determination of the Estate tax valuation date or any other tax election which may be available under any tax laws, only in such manner as will result in a larger allowable Estate tax marital deduction than if the contrary election had been made.

Section 3.05. Division of Marital Share

The Decedent's share shall be divided and administered as follows: an amount equal to the equivalent exemption available by reason of the Unified Tax Credit available under the Internal Revenue Code or any successor or modified version of that Code shall be administered under the terms of Trust "B" as hereinafter set forth and any amount of the marital share exceeding the amount allocated to Trust "B" shall be administered under the terms of Trust "A" as hereinafter set forth. However, no property shall be allocated or distributed to Trust "A" which does not qualify for the estate tax marital deduction as defined by the Internal Revenue Code.

Section 3.06. Components of Decedent's Trust "B"

Decedent's Trust "B" shall be composed of cash, securities or other property of the Trust Estate (undiminished by any estate, inheritance, succession, death or similar taxes). Trust "B" shall have a value equal to the largest amount, after allowing for the Unified Tax Credit against the Federal Estate Tax and for the State Death Credit against such tax (but only to the extent that the use of such State Death Tax Credit does not increase the death tax payable to any state), which will not result in a Federal Estate Tax being imposed on the Estate of the deceased Trustor.

Section 3.07. Election of Fiscal Year

If permitted by applicable tax law, the Trustee may elect a different fiscal year for Decedent's Trust "B".

Section 3.08. Simultaneous Death

In the event that the two Trustors should die under circumstances in which the order of their deaths cannot be determined, then, in respect to the administration of the separate property of each Trustor (and in respect to the administration of one-half of any community property or quasi-community property) each Trustor shall for purposes of the marital deduction gift be considered to have been survived by his spouse.

Section 3.09. Survivor's Trust "A"

Survivor's Trust "A" shall consist of the separate property of the surviving spouse and the surviving spouse's share of any community or quasi-community property. In addition, Survivor's Trust "A" shall consist of the amount of the decedent's separate property or share of community property or quasi-community property in excess of the amount allocated to Trust "B", but only to the extent that the amount of decedent's property allocated to Trust "A" does not exceed ten per cent (10%) of the excess over the amount thereof allocated to Trust "B". The said Survivor's Trust "A" shall be held, administered and distributed as follows:

- a) **Right to Income** - At death, the Trustee shall pay to or apply for the benefit of the surviving spouse during his lifetime all of the net income from Trust "A" in convenient installments but no less frequently than quarterly.
- b) **Right to Principal** - In addition, the Trustee may pay to or apply for the benefit of the surviving spouse such sums from the principal of Trust "A" as in his sole discretion shall be necessary or advisable from time to time for the education, comfortable support, maintenance and health of the surviving spouse, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the surviving spouse known to the Trustee.
- c) **Right to Withdraw Principal** - The surviving spouse may, at any time during his lifetime and from time to time, withdraw all or any part of the principal of Trust "A", free of trust, by delivering to the Trustee an instrument in writing, duly signed by the surviving spouse, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to the spouse, free of trust, the property described in such instrument.
- d) **Control of Assets** - The surviving spouse may, at any time by written notice, require the Trustee either to make any nonproductive property of this Trust productive or to convert productive property to nonproductive property, each within a reasonable time. The surviving spouse may further require the Trustee to invest part or all, of this share of the Trust Assets for the purpose of maximizing income rather than growth or growth rather than income.
- e) **Right to Change Beneficiary** - The surviving spouse retains the right to change the Beneficiaries of Trust "A".
- f) **Distribution of Residual of Trust "A"** - The balance of the principal of Trust "A" shall be distributed in accordance with the provisions specified

in this Trust. If the spouse whose share is represented by Trust "A" makes specific provisions for Beneficiaries and such provisions cannot be complied with due to the death of a specified Beneficiary or if for any reason a specified distribution cannot be made as directed, then the property shall pass to that Beneficiary's children per stirpes. If no children are living, then the property shall pass by the laws of intestate succession of the State of Texas.

- g) General Power of Appointment - The surviving spouse shall have a power of appointment such as to bring the Trust into compliance with the provisions of Section 2056(b)(5) of the Internal Revenue Code and any Treasury Regulations, Revenue Rulings or Revenue Procedures that interpret that Section of the Code.

Section 3.10. Decedent's Trust "B"

Decedent's Trust "B" shall be irrevocable and shall be held, administered and distributed as follows:

- a) Payment of Income - Commencing with the date of the death of the first to die of the Trustors and during the lifetime of his surviving spouse, the Trustee shall pay to or apply for the benefit of the surviving spouse all the net income from Trust "B" in convenient installments but no less frequently than quarterly.
- b) Payment of Principal - The Trustee may pay to or apply for the benefit of, the surviving spouse, during his lifetime, such sums from the principal of Trust "B" as in the Trustee's sole discretion shall be necessary or advisable from time to time for the education, comfortable support, maintenance and health of the surviving spouse, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the surviving spouse known to the Trustee.
- c) Discretionary Payments - In addition to the income and discretionary payments of principal from this Trust, there shall be paid to the surviving spouse, during his lifetime, from the principal of this Trust, upon the surviving spouse's written request, during the last month of each fiscal year of the Trust an amount not to exceed five thousand (\$5,000) dollars or five (5%) percent of the aggregate value of the principal for such fiscal year, whichever is greater. This right of withdrawal is noncumulative, so that if the surviving spouse does not withdraw, during such fiscal year, the full amount to which he is entitled under this paragraph, his right to withdraw the amount not withdrawn shall lapse at the end of that fiscal year.

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- d) **Control of Assets** - The surviving spouse may, at any time by written notice, require the Trustee either to make any nonproductive property of this Trust productive or to convert productive property to nonproductive property, each within a reasonable time. The surviving spouse may further require the Trustee to invest part or all, of this share of Trust Assets for the purpose of maximizing income rather than growth or growth rather than income.

- e) **Distribution of Residue of Trust "B"** - The balance of the principal of Trust "B" shall be distributed in accordance with the provisions of this Trust Agreement. If the spouse whose share is represented by Trust "B" makes specific provisions for Beneficiaries and such provisions cannot be complied with due to the death of a specified Beneficiary or if for any reason a specified distribution cannot be made as directed, then the property shall pass to that Beneficiary's children per stirpes. If no children are living, then the property shall pass by the laws of intestate succession of the State of Texas.

Section 3.11. Last Expenses

On the death of the first of the Trustors to die, the Trustee shall pay from the Trust the expenses of the deceased Trustor's last illness, funeral, burial and any inheritance, estate or death taxes that may be due by reason of the Trustor's death, unless the Trustee in his absolute discretion determines that other adequate provisions have been made for the payment of such expenses and taxes. All death taxes upon property not passing under this Agreement shall be apportioned in the manner provided by law.

ARTICLE FOUR

Section 4.01. Second Death

On the death of the last Trustor to die (the "Surviving Trustor"), the Trustee shall distribute the principal of Trust "A" and any accrued or undistributed income from the principal of Trust "B" in such a manner and to such persons, including the Estate or the Creditors, as directed in this Trust Agreement.

Section 4.02. Payment of the Second Death Expenses

On the death of the surviving Trustor, the Trustee shall pay from the Trust the expenses of the surviving Trustor's last illness, funeral, burial and any inheritance, estate or death taxes that may be due by reason of the surviving Trustor's death, unless the Trustee in his absolute discretion determines that other adequate provisions have been made for the payment of such expenses and taxes.