

Section 8.04. Handicapped Beneficiaries

Any Beneficiary who is determined by a court of competent jurisdiction to be incapacitated shall not have any discretionary rights of a Beneficiary with respect to this Trust or to their share or portion thereof. The Trustee shall hold and maintain such incapacitated Beneficiary's share of the Trust Estate and shall, in the Trustee's sole discretion, provide for such Beneficiary as that Trustee would provide for a minor. Notwithstanding the foregoing, any Beneficiary who is diagnosed for the purposes of governmental benefits as being incapacitated or as being disabled and who shall be entitled to governmental support and benefits by reason of such incapacity or disability, shall cease to be a Beneficiary of this Trust. Likewise, they shall cease to be a Beneficiary if any share or portion of the principal or income of the Trust shall become subject to the claims of any governmental agency for costs or benefits, fees or charges.

The portion of the Trust Estate which, absent the provisions of this section, would have been the share of such incapacitated or handicapped person shall be retained in trust for as long as that individual lives. The Trustee, at his sole discretion, shall utilize such funds for the maintenance of that individual. If such individual recovers from his incapacity or disability and is no longer eligible for aid from any governmental agency, including costs or benefits, fees or charges, such individual shall be reinstated as a Beneficiary after 60 days from such recovery and the allocation and distribution provisions as stated herein shall apply to that portion of the Trust Estate which is held by the Trustee subject to the foregoing provisions of this section. If said handicapped Beneficiary is no longer living and shall leave children then living, the deceased child's share shall pass to those children per stirpes. If there are no children, the share shall be allocated proportionately among the remaining Beneficiaries.

ARTICLE NINE

Section 9.01. Trustees

All Trustees are to serve without bond. The following will act as Trustees of any Trusts created by this Trust Agreement, including Trust "A" and Trust "B" in the following order of succession:

- First: The undersigned, ALFRED HAMILTON and/or MAURINE P. HAMILTON.
- Second: The surviving or remaining competent spouse.
- Third: At the death, resignation or incapacity of the surviving spouse, SYLVIA L. HAMILTON shall serve as First Successor Trustee.
- Fourth: ALAN L. HAMILTON shall serve as Second Successor Trustee.

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- Fifth: MARTHA FRANCES LUCO shall serve as Third Successor Trustee.
- Sixth: A Trustee chosen by the majority of Beneficiaries, with a parent or legal guardian voting for minor Beneficiaries; provided, however, that the children of any deceased Beneficiary shall collectively have only one vote.

Section 9.02. Allocation and Distribution of the Trust Assets

The Trustees shall allocate, hold, administer and distribute the Trust Assets as hereinafter provided:

- a) Upon the death of the first Trustor, the Trustee shall make any separate distributions that have been specified by the deceased Trustor. The Trustee shall also take into consideration the appropriate provisions of this Article.
- b) Upon the death of the surviving spouse, the Trustee shall hold, administer and distribute the Trust Assets in the manner prescribed herein.

Section 9.03. Personal Property Distribution

Notwithstanding any provision of this Trust Agreement to the contrary, the Trustee must abide by any memorandum by the Trustors, particularly that contained in the section entitled "Special Directives" incorporated into this Trust Instrument, directing the disposition of Trust Assets of every kind including but not limited to furniture, appliances, furnishings, pictures, china, silverware, glass, books, jewelry, wearing apparel and all policies of fire, burglary, property damage and other insurance on or in connection with the use of this property. Otherwise, any personal and household effects of the Trustors shall be distributed with the remaining assets of the Trust Estate.

Section 9.04. Liability of Trustee

The Trustee will not be responsible or liable for any loss which may occur by reason of depreciation in value of the properties at any time belonging to the Trust Estate, nor for any other loss which may occur, except that the Trustee will be liable for such trustee's own negligence, neglect, default or willful wrong. The Trustee will not be liable or responsible for the acts, omissions or defaults of any agent or other person to whom duties may be properly delegated hereunder (except officers or regular employees of the Trustee) if such agent or person was appointed with due care. The Trustee may receive reimbursement from the Trust Estate for any liability, whether in contract or in tort, incurred in the administration of the Trust Estate in accordance with the provisions hereof and the Trustee may contract in such form that such Trustee will be exempt from such personal liability and that such liability will be limited to the Trust Assets.

Section 9.05. Successor Trustees

Any Successor Trustee shall have all the power, rights, discretion and obligations conferred on a Trustee by this Trust Agreement. All rights, titles and interest in the property of the Trust shall immediately vest in the Successor Trustee at the time of appointment. The prior Trustee shall, without warranty, transfer to the Successor Trustee the existing Trust property. No Successor Trustee shall be under any duty to examine, verify, question or audit the books, records, accounts or transaction of any preceding Trustee. No Successor Trustee shall be liable or responsible in any way for any acts, defaults or omissions of any predecessor Trustee, nor for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee. A Successor Trustee shall be liable only for his own acts and defaults.

When multiple Successor Trustees shall serve simultaneously as Co-Trustees, said Successor Co-Trustees shall administer the Trust Assets by unanimous consent.

Section 9.06. Compensation of Successor Trustee

No individual Successor Trustee shall receive any compensation for services as Trustee. Any bank or trust company serving as Successor Trustee shall be paid a fair, reasonable and customary fee commensurate with services rendered. Each Successor Trustee shall receive reimbursement of reasonable expenses incurred in performing those services.

ARTICLE TEN

Section 10.01. Perpetuities Savings Clause

Notwithstanding any other provision of this instrument, the Trusts created hereunder shall terminate not later than twenty-one (21) years after the death of the last survivor of all Trustors and any other Beneficiary named or defined in this Trust living on the date of the death of the first spouse to die. The Trustee shall distribute the remaining Trust principal and all accrued or undistributed net income hereunder to the Beneficiary. If there is more than one Beneficiary, the distribution shall be in the proportion designated; if no proportion is designated, then the distribution shall be in equal shares to such Beneficiaries.

ARTICLE ELEVEN

Section 11.01. Governing Law

It is not intended that the laws of only one particular state shall necessarily govern all questions pertaining to all of the Trust hereunder.

- a) The validity of the Trust hereunder, as well as the validity of the particular provisions of that Trust, shall be governed by the laws of the state which has sufficient connection with this Trust to support such validity.
- b) The meaning and effect of the terms of this Trust Agreement shall be governed by the laws of the State of Texas.
- c) The administration of this Trust shall be governed by the laws of the state in which the principal office of the Trustee then having custody of the Trust's principal assets and records is located.

The foregoing shall apply even though the situs of some Trust Assets or the home of the Trustor, a Trustee or a Beneficiary may at some time or times be elsewhere.

Section 11.02. Invalidity of any Provision

If a court finds that any provision of this Trust Agreement is void, invalid or unenforceable, the remaining provisions of this Agreement will continue to be fully effective.

Section 11.03. Headings

The use of headings in connection with the various articles and sections of this Trust Agreement is solely for convenience and the headings are to be given no meaning or significance whatever in construing the terms and provisions of this Agreement.

Section 11.04. Internal Revenue Code Terminology

As used herein, the words "gross estate", "adjusted gross estate", "taxable estate", "unified credit", "state death tax credit", "maximum marital deduction", "marital deduction" and any other word or words which from the context in which it or they are used refer to the Internal Revenue Code shall be assigned the same meaning as such words have for the purposes of applying the Internal Revenue Code to a deceased Trustor's Estate. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code of 1986, as amended to the date of such Trustor's death.

SPECIAL DIRECTIVES

OF

ALFRED HAMILTON

I, ALFRED HAMILTON, a resident of the County of Travis, State of Texas, being of lawful age and of sound and disposing mind and memory and not acting under duress, fraud or undue influence, hereby make, publish and declare these to be my Special Directives and I incorporate them into THE ALFRED HAMILTON AND MAURINE P. HAMILTON REVOCABLE LIVING TRUST AGREEMENT.

FIRST

The recipients of my affection are:

- 1) My spouse - MAURINE P. HAMILTON
- 2) My children - ALAN L. HAMILTON
SYLVIA L. HAMILTON

SECOND

I direct that all estate and inheritance taxes payable as a result of my death, not limited to taxes assessed on property, shall be paid out of the residue of my Estate and shall not be deducted or collected from any Legatee, Devisee or Beneficiary hereunder.

THIRD

In the event any of my named Beneficiaries should predecease me, all of that person's share of the Trust Estate is to be left to be equally divided among that person's issue per stirpes.

FOURTH

I direct that the personal property described in the following Exhibit "A" to this THE ALFRED HAMILTON AND MAURINE P. HAMILTON REVOCABLE LIVING TRUST AGREEMENT shall be distributed at the time and to the beneficiaries as indicated therein.

FIFTH

I direct that upon my death, my separate property and my undivided interest in the community property of the Trust Estate shall be distributed to my spouse, MAURINE P. HAMILTON. Should MAURINE P. HAMILTON predecease me, my separate property and my undivided interest in the community property of the Trust Estate shall be equally distributed to SYLVIA L. HAMILTON and ALAN L. HAMILTON.

SPECIAL DIRECTIVES

OF

MAURINE P. HAMILTON

I, MAURINE P. HAMILTON, a resident of the County of Travis, State of Texas, being of lawful age and of sound and disposing mind and memory and not acting under duress, fraud or undue influence, hereby make, publish and declare these to be my Special Directives and I incorporate them into THE ALFRED HAMILTON AND MAURINE P. HAMILTON REVOCABLE LIVING TRUST AGREEMENT.

FIRST

The recipients of my affection are:

- 1) My spouse - ALFRED HAMILTON
- 2) My children - ALAN L. HAMILTON
SYLVIA L. HAMILTON
- 3) My friend - MARTHA FRANCES LUCO

SECOND

I direct that all estate and inheritance taxes payable as a result of my death, not limited to taxes assessed on property, shall be paid out of the residue of my Estate and shall not be deducted or collected from any Legatee, Devisee or Beneficiary hereunder.

THIRD

In the event any of my named Beneficiaries should predecease me, all of that person's share of the Trust Estate is to be left to be equally divided among that person's issue per stirpes.

FOURTH

I direct that the personal property described in the following Exhibit "A" to this THE ALFRED HAMILTON AND MAURINE P. HAMILTON REVOCABLE LIVING TRUST AGREEMENT shall be distributed at the time and to the beneficiaries as indicated therein.

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

FIFTH

I direct that upon my death, should I be survived by my spouse, ALFRED HAMILTON, he shall receive a Life Estate in the farm located in Lavaca County, Texas. Upon the death of my spouse, the farm located in Lavaca County, Texas shall be equally distributed SYLVIA L. HAMILTON and ALAN L. HAMILTON.

SIXTH

I direct that upon my death, the home located at 9862 Childress Drive, Austin, Travis County, Texas shall be distributed to MARTHA FRANCES LUCO. Should MARTHA FRANCES LUCO predecease me, this house shall be equally distributed to SYLVIA L. HAMILTON and ALAN L. HAMILTON.

SEVENTH

ymhc
ymh I direct that upon my death, the Guaranty Federal Bank Account No. 0038054700, the ~~Guaranty Federal Savings Bank Account No. 4203002813 and the First National Bank of Shiner~~ *7/11* ~~Account No. 70-3413-1~~ shall be distributed to SYLVIA L. HAMILTON.
See Amendment Page (30-A)

EIGHTH

I direct that upon my death, the remainder of my separate property and my undivided interest in the community property of the Trust Estate not distributed in the above stated Special Directives shall be equally distributed to SYLVIA L. HAMILTON and ALAN L. HAMILTON.

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

AMENDMENT TO REVOCABLE LIVING TRUST AGREEMENT

TO: Regina L Hamilton, AS TRUSTEE(S) UNDER
THE ALFRED HAMILTON AND MAURINE P. HAMILTON
REVOCABLE LIVING TRUST AGREEMENT
DATED Dec 18, 1996

PURSUANT TO THE RIGHT RESERVED TO ME/US AS TRUSTORS UNDER ARTICLE ONE
OF THE ABOVE AGREEMENT, I/WE AMEND THE ALFRED HAMILTON AND
MAURINE P. HAMILTON REVOCABLE LIVING TRUST AGREEMENT AS FOLLOWS:

I/WE AMEND SECTION _____ PARAGRAPH _____ OF ARTICLE _____ OF THE
TRUST AGREEMENT AND SUBSTITUTE THEREFOR THE FOLLOWING:

Under Section 7 of my SPECIAL DIRECTIVES I wish to
delete the following two accounts:
Guaranty Federal Savings Bank #4203002813
First National Bank of Shiner #7034121

DATED this 18th day of December, 1996

TRUSTORS:

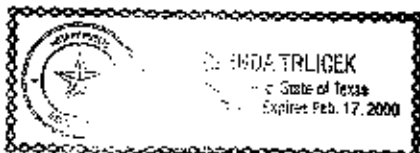
Alfred Hamilton
ALFRED HAMILTON
Maurine P. Hamilton
MAURINE P. HAMILTON

ACCEPTED BY CO-TRUSTEES:

Alfred Hamilton
ALFRED HAMILTON
Maurine P. Hamilton
MAURINE P. HAMILTON

GIVEN UNDER MY HAND AND SEAL of office on this the 18th day of
December, 1996.

Gilda Felish
Notary Public, State of Texas



AMENDMENT TO THE ALFRED HAMILTON AND MAURINE P. HAMILTON
REVOCABLE LIVING TRUST, DATED Dec 18, 1996

DATED to be effective this 18th day of December, 1996.

TRUSTORS:

Alfred Hamilton
ALFRED HAMILTON

Maurine P. Hamilton
MAURINE P. HAMILTON

ACCEPTED BY CO-TRUSTEES:

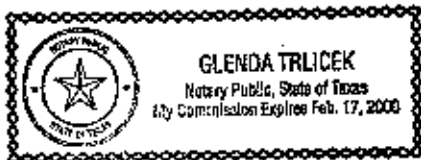
Alfred Hamilton
ALFRED HAMILTON

Maurine P. Hamilton
MAURINE P. HAMILTON

STATE OF TEXAS

LAVACA
COUNTY OF TRAVIS

This instrument was acknowledged before me on the date herein set forth by ALFRED HAMILTON as Trustor and Co-Trustee to certify which witness my hand and seal of office.

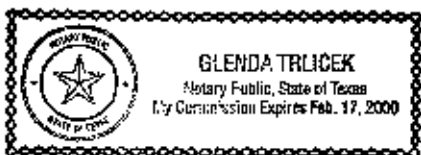


Glenda Trlicek
Notary Public, State of Texas

STATE OF TEXAS

LAVACA
COUNTY OF TRAVIS

This instrument was acknowledged before me on the date herein set forth by MAURINE P. HAMILTON as Trustor and Co-Trustee to certify which witness my hand and seal of office.



Glenda Trlicek
Notary Public, State of Texas

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

AMENDMENT TO REVOCABLE LIVING TRUST AGREEMENT

TO: _____, AS TRUSTEE(S) UNDER

THE ALFRED HAMILTON AND MAURINE P. HAMILTON
REVOCABLE LIVING TRUST AGREEMENT
DATED _____, 1996

PURSUANT TO THE RIGHT RESERVED TO ME/US AS TRUSTORS UNDER ARTICLE ONE OF THE ABOVE AGREEMENT, I/WE AMEND THE ALFRED HAMILTON AND MAURINE P. HAMILTON REVOCABLE LIVING TRUST AGREEMENT AS FOLLOWS:

I/WE AMEND SECTION _____ PARAGRAPH _____ OF ARTICLE _____ OF THE TRUST AGREEMENT AND SUBSTITUTE THEREFOR THE FOLLOWING:

DATED this ____ day of _____, 19__.

TRUSTORS:

ALFRED HAMILTON

MAURINE P. HAMILTON

ACCEPTED BY CO-TRUSTEES:

ALFRED HAMILTON

MAURINE P. HAMILTON

GIVEN UNDER MY HAND AND SEAL of office on this the ____ day of _____, 19__.

Notary Public, State of Texas

AMENDMENT TO THE ALFRED HAMILTON AND MAURINE P. HAMILTON
REVOCABLE LIVING TRUST, DATED _____

AMENDMENT TO REVOCABLE LIVING TRUST AGREEMENT

TO: _____, AS TRUSTEE(S) UNDER

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

DATED _____, 1996

PURSUANT TO THE RIGHT RESERVED TO ME/US AS TRUSTORS UNDER ARTICLE ONE OF THE ABOVE AGREEMENT, I/WE AMEND THE ALFRED HAMILTON AND MAURINE P. HAMILTON REVOCABLE LIVING TRUST AGREEMENT AS FOLLOWS:

I/WE AMEND SECTION _____ PARAGRAPH _____ OF ARTICLE _____ OF THE TRUST AGREEMENT AND SUBSTITUTE THEREFOR THE FOLLOWING:

DATED this _____ day of _____, 19__.

TRUSTORS:

ALFRED HAMILTON

MAURINE P. HAMILTON

ACCEPTED BY CO-TRUSTEES:

ALFRED HAMILTON

MAURINE P. HAMILTON

GIVEN UNDER MY HAND AND SEAL of office on this the _____ day of _____, 19__.

Notary Public, State of Texas

AMENDMENT TO THE ALFRED HAMILTON AND MAURINE P. HAMILTON
REVOCABLE LIVING TRUST, DATED _____