

WHEN RECORDED NAME IS

NAME Bryanna Wallace  
ADDRESS 6611 N Santa Fe  
CITY & STATE Edmond, Ok 73003

ELOISE B. WELCH  
REVOCABLE TRUST

ARTICLE I

TRANSFER IN TRUST

DOC NUMBER 95078921  
BOOK 6759  
PAGES 282 - 296  
TIME 12:40:54  
FEE 36.00  
06/27/95  
JOHN J GARVEY  
OKLAHOMA COUNTY CLERK  
RECORDED AND FILED

For good and valuable consideration, the undersigned, ELOISE B. WELCH, Grantor, of Oklahoma City, State of Oklahoma, hereby transfers and delivers to the Trustee and her successors all of the property listed in Schedule "A", annexed hereto and incorporated herein by reference, to have and to hold the same, and any cash, securities and other property which the Trustee may, pursuant to any of the provisions hereof, at any time hereafter hold or acquire, all of such property being hereinafter referred to collectively as the "Trust Estate," for the uses and purposes and upon the terms and conditions herein set forth.

ARTICLE II

ADDITIONS TO TRUST

A. It is understood that the Grantor or any other persons may give, grant, transfer, set over or convey and the Trustee or Successor Trustee may receive, as part of the Trust Estate, additional real, personal or mixed property by gift, grant, assignment, transfer, deed or other conveyance, or by any other means, testamentary or intervivos, for inclusion in the Trust Estate herein created.

B. Any unmaturred life insurance policy transferred to the Trust at the death of the Grantor shall be under the control of the Trustee, except if the insured is the Trustee or Successor Trustee of the Trust; then control shall rest solely in the then next succeeding Successor Trustee named after the insured.

C. It is specifically the intention, direction and agreement of the Grantor that all real, mixed and personal properties now owned by the Grantor are to be a part of the Trust Estate; provided, however, that all future real, personal and mixed properties acquired by the Grantor are also to be a part of, or to automatically become a part of, the Trust Estate at the time acquired by the Grantor.

ARTICLE III

NAME OF TRUST

The name of this trust shall, for all purposes, be the:

ELOISE B. WELCH REVOCABLE TRUST

ARTICLE IV

SIGNATURES

The Grantor has signed her name and is known by her whole name or by a portion thereof only or by a certain combination of names and the initials thereof. Regardless of any combinations of the names and signatures of the Grantor appear on past, present or future written documents, the name and signature of the Grantor, as written hereafter, are intended, directed and agreed to by the Grantor and the Trustee, and shall always be effective to transfer and convey the property listed in said written documents from and into this Trust Estate.

ARTICLE V

TRUSTEE AND FAMILY MEMBERS

- A. The Grantor is a widow, and the only present living children of the Grantor are her daughters, Eloise Bryanne Hundley Wallace and Lee Ann Henbest.
- B. The only present issue of Grantor, other than her said daughters, are her grandchildren, Wade Hundley, Scot Weldon Hundley, Johnna Hundley, Heath S. Henbest and Glen Henbest.
- C. The following individuals shall act as Successor Trustees in the following order of succession:
  - 1. Eloise Bryanne Hundley Wallace
  - 2. Lee Anne Henbest
  - 3. An individual Successor Trustee selected by Ms. Eloise Bryanne Hundley Wallace

ARTICLE VI

GOVERNING LAW

This Agreement shall be construed, interpreted and regulated by the laws of the State of Oklahoma.

ARTICLE VII

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NO BOND REQUIRED

No Trustee or Successor Trustee named herein shall be required to post bond in any jurisdiction. If a fiduciary's bond is required, the Grantor directs that the bond be accepted without surety and in the lowest possible amount. In the absence of breach of trust, no Trustee or Successor Trustee herein named shall ever be required to qualify before, be appointed by, or account to any court, or obtain the order or approval of any court in the exercise of any power or discretion herein given.

ARTICLE VIII

REVOCATION AND AMENDMENT

A. As long as the Grantor is alive, she hereby unqualifiedly reserves the right to amend, modify or revoke this Trust, in whole or in part, in any manner she so determines. Such revocation shall be by an instrument in writing signed by the Grantor and shall be effective upon signing without notice to any Trustee or Successor Trustee. Upon the demise of the Grantor this Trust shall continue as an Irrevocable Trust and shall be administered and distributed as set forth herein.

B. While this Trust remains revocable, the Grantor may, in her sole discretion, make such use of the funds and properties of this Trust as she may deem advisable, and such use shall be deemed to have been made with the consent and approval of the Trustee or Successor Trustee as though a formal writing were submitted in accordance with the provisions hereof.

C. The interest of the beneficiaries is a present interest which shall continue until this Trust is revoked or terminated other than by death. As long as this Trust exists, the Trust Estate and all rights and privileges hereunder shall be controlled and exercised by the then serving Trustee or Successor Trustee named herein.

ARTICLE IX

PERPETUITIES SAVINGS CLAUSE

This Trust shall in any event terminate not later than twenty-one (21) years after the death of the last survivor of the group composed of the Grantor and those of her decedents living at the death of the Grantor, in the event this Trust shall not have previously terminated in accordance with the terms hereof. No power of appointment granted hereunder or otherwise shall be so exercised as to violate any applicable Rule Against Perpetuities, accumulations, or any similar rule or law, and any attempted exercise of any such power which violates such rule or law shall be void, notwithstanding any provision hereof to the contrary.

ARTICLE X

BOOK 6759 PAGE 0285

SPENDTHRIFT PROVISION

No interest of any beneficiary of any trust created herein, either in income or in principal, shall be subject to pledge, mortgage, assignment, sale, bargain or transfer, in any manner, nor shall any beneficiary have power in any manner to anticipate, charge or encumber her or his interest either in income or in principal, nor shall such interest of any beneficiary be liable or subject in any manner while in the possession of the Trustee or Successor Trustee, for the debts, contracts, obligations, liabilities, engagements or torts of or damages caused by such beneficiary.

ARTICLE XI

PARTIES DEALING WITH TRUSTEE

No purchaser and no issuer of any stock, bond or other instrument evidencing ownership of money or property, or other person dealing with the Trustee or Successor Trustee with respect to any property hereunder, as purchaser, lessee, party to a contract or lease or in any other capacity whatsoever, shall be under any obligation whatsoever to see to the disbursement of money paid to or transfer of property to, but such persons shall be absolutely free in dealing with the Trustee or Successor Trustee on the same basis as though the Trustee or Successor Trustee was the absolute owner of said property, without any conditions, restrictions or qualifications whatsoever.

ARTICLE XII

DELEGATION OF AUTHORITY

During physical or mental incapacitation, the Grantor herein appoints her daughter, Eloise Bryanne Hundley Wallace to succeed to her Trusteeship as Trustee or Successor Trustee and to supervise all matters in which the Grantor had the right to act if she had not become incapacitated. For all purposes of this Trust, the Grantor shall continue to be deemed mentally competent, unless determined not to be competent, by two physicians selected by the Successor Trustee. The physicians shall not be liable for any determination made as to the competency of the Grantor if the determination is made in a reasonable manner.

ARTICLE XIII

BOOK 6759 PAGE 0286

COMPENSATION OF TRUSTEE

The Successor Trustees shall be entitled to reasonable compensation for services rendered by her or him or counsel retained by them, including services in connection with the transfer of assets to beneficiaries or Successor Trustee and the appointment of Successor Trustees. Such reasonable compensation shall be similar to that of individual trustees of a similar Trust Estate and who performs similar services. For the first five (5) years after beginning the duties as Successor Trustee, such reasonable compensation shall be at \_\_\_\_\_ Dollars per hour of services performed hereunder.

ARTICLE XIV

RENDITION OF ACCOUNTS

With respect to every other trust created hereunder, the Successor Trustee shall render at least annually an account of income and principal, including a statement of all receipts, disbursements and capital changes, to all beneficiaries then eligible to receive income, or to the natural or legal guardians of such beneficiary.

ARTICLE XV

DEMISE OF GRANTOR

If the Grantor has a serious illness or operation, the Grantor requests that the Successor Trustee call the Grantor's attorney, C. Kenneth Woodard of Oklahoma City, Oklahoma, to obtain instructions in the event the Grantor should die. If death makes this prior conversation impossible, then the Successor Trustee should call said attorney as soon after demise of the Grantor as is possible.

ARTICLE XVI

LOCATION OF DOCUMENTS

This Trust has been prepared in duplicate, each copy of which has been executed as an original. One of these executed copies is in the possession of the Grantor, and the other is deposited for safekeeping with the above named attorney. Either copy may be used as an original without the other and, if only one copy of this Trust Agreement can be found, then it shall be considered as the original and the missing copy shall be presumed inadvertently lost. Any clarifications or instructions concerning this Trust Agreement may be obtained by calling the above named attorney, who is requested to do everything reasonably necessary to implement the provisions of this Trust.

## ARTICLE XVII

PROVISIONS RELATING TO POLICIES OF INSURANCE

In the event the Grantor or Successor Trustee is named as the beneficiary under any policies of insurance, said Grantor or Successor Trustee shall hold the same, subject to the order of the owner of the policy, without obligation other than the safekeeping of any policies which may be delivered to the Trustee or Successor Trustee.

The owner of the policy retains all rights, options and privileges with respect to said policies. Upon receiving possession of insurance policies, proof of death of the insured, or upon maturity of any policies prior to the death of the insured, the Trustee or Successor Trustee shall use reasonable efforts to collect all sums payable on such policies for which the Grantor, this Trust or the Estate of Grantor is designated a beneficiary or owner. All insurance settlements as received by the Trustee or Successor Trustee shall become principal of the Trust Estate, except interest paid by the insurer, which shall be classed as income. The Trustee or Successor Trustee may compromise, arbitrate or otherwise adjust claims upon any of the policies. The receipt of the Trustee or Successor to the insurance company shall be a full discharge of said company.

The Trustee or Successor Trustee shall not be responsible for payment of any insurance premiums or any act or omission of the insured or the owner of the policy. The Trustee or Successor Trustee shall not be required to prosecute any action, to collect any insurance or to defend any action relating to any policy of insurance unless indemnified against costs and expenses, including attorney's fees.

## ARTICLE XVIII

DISPOSITIONS DURING THE LIFE OF THE GRANTOR

During the life of the Grantor, the Trustee or Successor Trustee shall hold, manage, invest and reinvest the Trust Estate, and shall collect the income thereof and shall dispose of the net income and principal as follows:

A. Income. The Trustee or Successor shall pay to the Grantor all of the net income of this Trust, in monthly or other convenient installments, but at least annually.

B. Principal. The Trustee or Successor Trustee may, in her discretion, pay or apply for the benefit of the Grantor, in addition to the income payments herein provided for, such amounts of the principal of the Trust Estate, up to the whole thereof, as the Trustee or Successor Trustee may from time to time deem necessary or advisable for the use and benefit of the Grantor.

C. Incapacity. If, in a Successor Trustee's and two physicians absolute judgment, the Grantor is so incapacitated by reason of illness, age or other cause that she is incapable of handling funds for her own use and benefit, or if unavailable to give prompt attention to her financial affairs, the Trustee or Successor Trustee may use so much of the net income and principal of the Trust Estate as the Successor Trustee, in said Successor Trustee's sole and absolute discretion, deems necessary or advisable, (1) for the comfort, support, maintenance and health of said incapacitated Grantor and any person who, in the judgment of the said Successor Trustee, is dependent upon said incapacitated Grantor, (2) for the payment of premiums on any insurance policies owned by said incapacitated Grantor, whether or not subject to the terms of this Trust Agreement, and (3) for the purpose of discharging any debt or obligation incurred by said incapacitated Grantor and believed by the said Successor Trustee to be a valid debt including, but not limited to: home rental/mortgage payments, interest, maintenance, utilities, installment obligations and established charitable contribution customs.

#### ARTICLE XIX

##### DISPOSITIONS AFTER DEMISE OF THE GRANTOR

A. Upon the demise of the Grantor, after payment of currently due taxes, debts, expenses and costs of last illness and funeral out of the decedent's Estate, the Successor Trustee shall take, hold, distribute and transfer the following described property as follows:

B. Except for the property referred to in Article XIX sub-paragraph C., all of Grantor's right, title and interest in cash and/or property to Grantor's daughters, Eloise Bryanne Hundley Wallace and Lee Ann Henbest, in equal shares, an amount, if available, equal to the Federal Estate and Gift Tax Unified Credit Exemption Equivalent not heretofore used. In making the computation necessary to determine the amount of this devise and in allocating assets thereto, the final determination shall be controlled by the value in connection with the Federal Estate Tax review. Such allocation may be made wholly or partly in kind by transferring to said devisees specific securities or other personal or real property or undivided interest therein as a part of such devise, as said Successor Trustee shall determine. Should either or both of Grantor's said children be not living at the time of Grantor's demise, then the interest that either of Grantor's said daughters would have received had they or she survived Grantor in death, shall be distributed to the then living children of Grantor's particular daughter who does not so survive Grantor in death, in equal shares, *per stirpes* and not *per capita*. The devises or bequests made in sub-paragraph C. shall be made a part of the Maximum Unified Credit Exemption Equivalent, although such devises or bequests are made to Grantor's daughters and grandchildren referred to in paragraph C.

The Successor Trustee shall select those assets or properties to be made the subject of the devise to Grantor's said daughters, as above provided.

D. All of Grantor's right, title and interest in and to all of the rest, residue and remainder of Grantor's estate, whether the same be real, personal or mixed, and wherever same may be located, to her said two daughters, Eloise Bryanne Hundley Wallace and Lee Ann Hundley, in equal shares; provided, however, that they both survive Grantor in death. Should either of Grantor's said daughters survive Grantor in death, then all of the property referred to in this paragraph shall be distributed as follows: one-half interest thereof to the survivor of my said two daughters and one-half *per stirpes* and not *per capita* to the issue of my said deceased daughter. Should both of Grantor's said children not survive Grantor in death, then and in that event, the interest that either of our said daughters would have received had she survived Grantor in death, shall be set over and distributed to their then respective living issue, *per stirpes* and not *per capita*.

Should either or both of Grantor's said daughters not survive Grantor in death, but leave then living issue and should any such living issue not be of legal age at the time, then the interest to be received by such grandchild shall be set over and distributed to a legally appointed guardian of the Estate of such grandchild.

E. Should it be necessary to appoint a Guardian of the Estate for Scot Weldon Hundley or Johnna Hundley, then Grantor directs that Eloise Bryanne Hundley Wallace be so appointed. Should Eloise Bryanne Hundley Wallace not survive Grantor in death, Grantor direct that Wade Hundley be so appointed. Further, should it be necessary to appoint a guardian for Heath S. Henbest or Glen Henbest, Grantor directs that Lee Ann Henbest be appointed as Guardian of their Estate. Should Lee Ann Henbest be not alive at the time, then Grantor directs that Eloise Bryanne Hundley Wallace be so appointed. If Eloise Bryanne Hundley Wallace be not living at the time, then Grantor directs that Wade Hundley be so appointed.

F. The Successor Trustee shall defer payment of any share of the trust principal or income vesting in and payable to any person or persons under age twenty-one (21), (hereinafter called "minor") until the minor reaches age twenty-one (21), but the Successor Trustee, in the Successor Trustee's discretion, may apply to the use of such minor so much of the principal or income thereof as the Successor Trustee may deem advisable. The Successor Trust may make payment of any principal or income applicable to the use of the minor: (a) by paying the same to a guardian or other person having the care or control of the minor, whose receipt shall be a full discharge for any such payment; (b) by paying it to a Custodian under the Oklahoma Uniform Transfers to Minor Act, whose receipt shall be a full discharge for any such payment; or (c) by spending it in such manner as the Successor Trustee, in the Successor Trustee's discretion, believes will benefit such minor, including the payment to the minor directly of such sums as the Successor Trustee may approve as an allowance.

G. If any beneficiary of any Trust is under a legal disability or, though not adjudged incompetent, is, by reason of illness or mental physical disability, unable, in the Successor Trustee's opinion, to use or disburse wisely such payment or distribution under the provisions of this Article, then the Successor Trustee may make such pzyment or distribution



for the benefit of such beneficiary in such of the following ways as, in the Successor Trustee's discretion, shall be most desirable: (a) directly to such beneficiary; (b) to the relative or friend of such beneficiary; or (d) by the Successor Trustee using such payment directly for the benefit of such beneficiary. Distribution to any one or more of the foregoing shall operate as a complete acquittance of the duties of the Successor Trustee to make such payment or distribution.

H. If any heir and Grantor shall die in such circumstances that there is not sufficient evidence that said heir and Grantor died otherwise than simultaneously, it shall be deemed that such heir predeceased Grantor, except for Grantor's two daughters, who in such case, shall be deemed to have survived Grantor.

I. A power of appointment or right of withdrawal granted herein may be exercised by the holder thereof only if specific reference to the power granted herein is made in the written instrument purporting to exercise such power. In determining whether and to what extent a power of appointment granted herein has been exercised, the Successor Trustee may rely upon any instrument admitted to probate by the holder of the power. The Successor Trustee may act as if the holder died intestate if the Successor Trustee has no actual notice of a Will within three (3) months after the holder's death. A power of appointment exercisable by deed or a right of withdrawal may be exercised only by appropriate written instrument signed by the holder and delivered to the Successor Trustee during the holder's lifetime.

J. Upon the death of the Grantor, the Successor Trustee, at her sole discretion, may loan funds at a reasonable rate of interest, with or without security, to the estate of the Grantor after death, it being the intent of the Grantor that this discretion be exercised liberally. The propriety of any loan shall be solely within the discretion of the Successor Trustee. The Successor Trustee shall incur no liability as a result of such loan because such loan constitutes an investment which could not otherwise be made legally by the Successor Trustee.

K. The proceeds of any employee benefit plan which was qualified under Section 401 of the Internal Revenue Code 1954 or other Section of the Internal Revenue Code shall be held pursuant to the heirs provisions of this Trust; provided, however, that no federal estate nor state estate or inheritance taxes nor any debts, liabilities, last expenses or administrative costs of the deceased Grantor may be paid from such proceeds. The Successor Trustee shall keep accurate records which will reflect that such proceeds have not been used to pay any of the above described obligations of the Estate of the Grantor after her death.

L. If any of the above named heirs are unable or unwilling to take any portion of the trust estate to which she or he is entitled, then the Successor Trustee shall distribute the portion of the property of that beneficiary to her or his issue by right of representation and, if none, then to the other heirs proportionate to each heir's interest in the Trust Estate and, if no remaining heirs, then to all of the living heirs at law of the Grantor.

ARTICLE XX  
POWERS OF THE TRUSTEE AND SUCCESSOR TRUSTEE

A. The Trustee or Successor Trustee shall have full power to do everything in administering this Trust that she deems to be for the best interests of the beneficiaries (whether or not it be authorized or appropriate for the fiduciaries but for this broad grant of authority) including, but not limited to the following:

1. To buy, sell and trade in securities of any nature, including short sales and on margin, for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by her with such brokers as security for loans and advances made to the Trustee, and to acquire by purchase or otherwise and to retain, so long as she deems advisable, any kind of realty or personal property or undivided interests therein, including common and preferred stocks, bonds or other unsecured obligations, options, warrants, interests in partnerships and joint ventures, investment trusts and discretionary common trust funds, all without diversification as to kind or amount, without being limited to investments authorized by law for the investment of trust funds, and power to hold or take title to property in the name of a nominee;
2. To sell for cash or on credit, at private or public sale, exchange, hypothecate, sell short or otherwise dispose of any real or personal property;
3. To make distributions as authorized in this Trust, including distributions by Grantor to herself, in kind or in money or partly in each, even if shares be composed differently. For such purposes, the valuation of the Grantor shall be given effect, if reasonably made;
4. If, in the Trustee's or Successor Trustee's discretion, any beneficiary (whether a minor or of legal age) is incapable of making proper disposition of any sum of income or principal that is payable or appointed to said beneficiary under the terms of this Trust, the Trustee or Trustee or Successor Trustee may apply said sum to or on behalf of the beneficiary by any one or more of the following methods: by payment in discharge of the beneficiary's bills or debts, including bills for premiums on any insurance policies, or by paying an allowance to the beneficiary directly. The foregoing payments shall be made without regard to other resources of the beneficiary or the duty of any person to support the beneficiary and without the intervention of any guardian or like fiduciary; provided, however, that the Trustee or Successor Trustee shall insure and see to the application of the funds for the benefit of the beneficiary, so that the funds will not be used by any adult person, or

any other person for a purpose other than the direct benefit of the beneficiary, and particularly so that said funds will not be diverted from the purpose of support, maintenance, health and education of said beneficiary;

5. To determine whether and to what extent receipts should be deemed income or principal, whether or to what extent expenditures should be charged against principal or income, and what other adjustments should be made between principal and income;
6. To delegate powers to employees, agents, including but not limited to, accountants, investment counsel, appraisers, legal counsel, and other experts, remunerate them and pay their expenses; and to employ custodians of the trust assets, bookkeepers, clerks and other assistants to pay them out of income or principal of the Trust Estate;
7. To execute or enter into contracts, leases, options, deeds, agreements or any other documents of any nature whatsoever which the Trustee or Successor Trustee deems necessary or desirable to carry out the provisions and purposes of the Trust; to renew, assign, alter, extend, compromise, release, with or without consideration, or submit to arbitration or litigation, obligations or claims held by or asserted against the Grantor, the Trustee or Successor Trustee, or the Trust Estate;
8. To borrow money from others or from the Trustee or Successor Trustee, for the payment of taxes, debts or expenses, or for any other purpose which, in the opinion of the Trustee or Successor Trustee, will facilitate the administration of this Trust, and pledge or mortgage property as security for any such loans, and if money is borrowed from any Trustee or Successor Trustee individually, to pay interest thereon and then prevailing rate of interest;
9. To lease, or grant options to lease, for periods to begin presently or in the future, without regard to statutory restrictions or the probable duration of any Trust, to construct, erect or alter buildings or other structures, otherwise improve, develop and manage property, demolish any and all structures, make ordinary and extraordinary repairs, grant easements and changes, make or other partywall contracts, dedicate roads, subdivide, adjust boundary lines, and to partition and convey property or give money for equity of partition;
10. To operate, either solely or in conjunction with others, any business operation or enterprise of any nature, whether it be an individual business, general or limited partnership, joint venture or corporation, or

other legal entity, for as long a time and in such manner as the Trustee or Successor Trustee deems proper for the best interests of the Trust, with full power to organize and/or operate as a sole proprietorship, partnership, joint venture, corporation or other legal entity or to execute or join in any plan of refinancing, merger, consolidation or reorganization thereof with full power to borrow monies as the Trustee or Successor Trustee may deem advisable for the purpose thereof;

11. To charge to operating expenses all current costs of amortization, obsolescence and depreciation of any properties of the Trust and, if deemed advisable by this Trustee or Successor Trustee, to provide adequate reserves for such amortization, obsolescence and depreciation;
12. To effect and keep in force life, fire, rent, title, liability or casualty insurance, or other insurance of any nature, in any form, and in any amount;
13. To enter into transactions with any other trusts in which the Grantor or the beneficiaries of this Trust Agreement, or any of them, have beneficial interests, even though any Trustee or Successor Trustee of such other trust is also a Trustee or Successor Trustee under this Trust Agreement;
14. To exercise all the foregoing powers alone or in conjunction with others, even though the Trustee or Successor Trustee is personally interested in the property that is involved, notwithstanding any rules of law related to divided loyalty or self-dealing;
15. To invest in common trust funds, to hold and invest the funds of all Trusts in solido without a physical division of the assets, as the Trustee or Successor Trustee in her discretion may determine.

B. Any Trustee or Successor Trustee may decline to act or may resign as Trustee or Successor Trustee at any time by delivering a written resignation to the beneficiaries of a Trust then subsisting.

C. Any Trustee or Successor Trustee may, from time to time, delegate to one or more of the remaining Successor Trustees any of her powers, duties or discretions. Every such delegation shall be in writing delivered to the delegate or delegates and shall remain effective for the time therein specified or until earlier revocation by a further writing similarly delivered. Everyone dealing with the Trustee or Successor Trustee shall be absolutely protected in relying upon the certificate of any Trustee or Successor Trustee as to whom the Trustee or Successor Trustee is acting for the time being and as to the extent of their authority by reason of any delegation or otherwise.

D. From the income of the other trusts hereby created or, if that be insufficient, from the principal thereof, the Trustee or Successor Trustee shall pay and discharge all expenses incurred in the administration of said trusts.

E. No Successor Trustee shall be liable for misfeasance of any prior Trustee.

ARTICLE XXI  
INEFFECTUAL PROVISIONS

If any provision of this Trust Agreement is unenforceable, the remaining provisions, nevertheless, shall be carried into effect.

ARTICLE XXII  
CONTEST OF THIS TRUST

If anyone contests this Revocable Trust such person shall receive nothing from this Trust.

ARTICLE XXIII  
GENDER

In any provision of this Trust Agreement, the masculine includes the feminine and vice versa, and the neuter includes the masculine or feminine and vice versa. Where applicable, the singular includes the plural and vice versa.

IN WITNESS WHEREOF, the Grantor and Trustee has executed this Trust Agreement on the 1 day of February, 1995, as Grantor and Trustee.

Eloise B. Welch  
ELOISE B. WELCH  
GRANTOR AND TRUSTEE

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

On the 1st day of Feb., ~~1993~~ <sup>1995</sup>, personally appeared before me ELOISE B. WELCH, the signer of the within instrument, who duly acknowledged to me that she executed the same as her free and unfettered will for the purposes herein stated.

(Blenda Bowles)

Notary Public

Residing at: Oklahoma City, OK



My commission expires: 2-22-95