

DECLARATION OF TRUST

OF

THE ANDERSON REVOCABLE LIVING TRUST

We, Joseph Arthur Anderson and Celia Diane Anderson ("Settlers"), residents of Rockwall County, Texas, enter into this trust agreement, which creates a trust to be known as The Anderson Revocable Living Trust ("this trust"), for the purposes and subject to the provisions described below.

1. Purpose of Trust

1.1 Our purpose in entering into this trust agreement is to establish a trust to receive assets that are to be managed and used for our benefit during our lifetimes and, upon our deaths, these assets are to be managed and distributed as required by the provisions of this trust agreement.

2. Assets

2.1 We may deliver property to our trustee at any time during our lives, by any legally valid and effective means of transfer and, after our deaths, property may be delivered to our trustee by operation of our Wills, any other legally valid and effective instrument executed by either of us during our lives, any third party under an obligation to transfer property or other assets to our trustee for our benefit, or any other person's or entity's legally valid direction.

3. Distributions

3.1 During Our Lives. During our lives, our trustee will distribute to us, either individually or jointly, or for our individual or joint benefit, all or any portion of the principal or income of this trust as we, acting alone or jointly, direct, or any duly appointed guardian or agent of either of us directs. Our trustee may distribute to us, either individually or jointly, or for our individual or joint benefit, so much of the trust's income and principal as is necessary to provide for our health, support, maintenance and education.

3.2 After One of Our Deaths. After one of us dies, the trust continues for the benefit of the survivor.

3.3 After Our Deaths. After our deaths, our trustee will distribute all remaining trust property:

- A. To our descendants, per stirpes.
- B. If none of our descendants survives us, to our contingent beneficiaries.

4. *Contingent Trust(s)*

4.1 If all or any portion of any trust created under this trust agreement is to be distributed upon termination of that trust, or any share of payments or proceeds payable to our trustee is otherwise provided to be distributed, to a beneficiary who has not attained age 30 or who, in the absolute judgment of our trustee, is incapacitated, with respect to that share, we direct our trustee either:

To hold that share in custody as custodian under the Uniform Transfers to Minors Act of Texas, for a beneficiary under age 21 or other age of majority specified by applicable law; or

To distribute that share to, or hold that share as, our trustee, in trust, in a separate trust for the benefit and use, and in the name of that beneficiary.

A. In creating any trust for a beneficiary under this Contingent Trust(s) subsection, our intention is to provide a gift of only the future distributions from that trust, and not of the undistributed trust corpus.

B. Any income or corpus not so distributed or used shall be separately accumulated for each beneficiary. Upon attaining the age of twenty-two (22) years, each beneficiary shall have the option of withdrawing one-fourth (1/4) of the property then constituting his or her separate Trust Estate. Upon attaining the age of twenty-five (25) years or any time thereafter, each beneficiary shall have the option of withdrawing one-fourth (1/4) of the remaining property then constituting his or her separate Trust Estate. Upon attaining the age of twenty-eight (28) years or any time thereafter, each beneficiary shall have the option of withdrawing one-fourth (1/4) of the remaining property then constituting his or her separate Trust Estate. Upon attaining the age of thirty (30) years or any time thereafter, each beneficiary shall have the option of withdrawing the remaining balance of the property then constituting his or her separate Trust Estate. Each beneficiary shall be advised of his or her options ninety (90) days prior to his or her respective birthdays when such options shall arise. Furthermore, any beneficiary intending to exercise any of his or her options to withdraw, shall give the Trustee at least sixty (60) days written notice of such intent. The Trustee may, in my Trustee's absolute discretion, waive all or any portion of such sixty (60) days notice. In the meantime, during the pendency of each trust, the Trustee shall have the same powers, discretions, duties and responsibilities it has with respect to this Trust generally as to administration and distributions.

C. Any separate trust created under this subsection will terminate on the occurrence of the earlier of the two following conditions, when the beneficiary: (1) has attained age 30 or, in the case of a beneficiary who is incapacitated, even if he or she has attained age 30, when the incapacity is removed; or (2) dies.

D. Upon termination, all remaining trust property must be distributed:

- i. To the beneficiary.
- ii. If the beneficiary is no longer living, to his or her descendants.
- iii. If none of the beneficiary's descendants is still living, to the descendants of the beneficiary's parent who is also our descendant.
- iv. If none of the above beneficiaries is then living, to our descendants.
- v. If none of our descendants is then living, to our contingent beneficiaries.

5. *Fiduciary Provisions*

5.1 Appointment of Trustee. We appoint the following individuals, in the order shown, to serve in succession as our trustee of any trusts created under this trust agreement: first, ourselves as co-trustees; second, Michael E. Goodman; and third, Glen Wayne Anderson. While serving as co-trustees, either of us is authorized, acting alone, to exercise any power and perform any duty of the trustee under this trust agreement. If, for any reason, neither of us is serving as our trustee, or if any other person appointed as our trustee does not, or ceases to, serve as our trustee, the person next named in the above list will become our trustee.

5.2 Children as Trustees. Cole Boewe Anderson and Kai Brody Anderson are eligible to be appointed Co-Trustees, if necessary, upon reaching the age of 25, and eligible to be appointed Sole Trustee, if necessary, upon reaching the age of 30.

5.3 General Powers. Except as expressly limited by the terms of this trust agreement, our trustee may exercise all of the powers granted to trustees by the Texas Trust Code, and by any future amendments to that code or given under any other statute with respect to the powers of trustees, and any other powers granted by applicable law.

5.4 Fiduciary Duties. Our trustee's exercise of any power under this trust agreement is subject to full compliance with all fiduciary duties.

5.5 References. Reference to "the", "this", "any", or "our" trustee in this trust agreement also means and includes any ancillary fiduciaries, co-fiduciaries, alternates or successors while serving in that fiduciary capacity under this trust.

5.6 Resignation of Trustee. Any trustee may resign with respect to any trust created under this trust agreement by giving at least 30 days' written notice (unless waived) to each beneficiary (including an incapacitated beneficiary's natural or legal guardian or legal representative) of the trust.

5.7 Removal of Trustee. We may from time to time remove our trustee, with or without cause, by giving written notice (unless waived) to that trustee and may appoint any person as successor trustee.

5.8 Change in Trustee.

A. Our trustee, while serving in that capacity, may appoint a successor trustee to serve in his or her place if, in our trustee's sole discretion, any successor trustee that we designate in this trust agreement, either is unwilling or unable to serve.

B. If a trusteeship becomes vacant for any reason and no successor trustee provided for under this trust agreement is willing and able to serve, the power to appoint a successor trustee may be exercised by the following persons in this order: (1) ourselves; (2) any individual trustee of the trust, for a period of 30 days, or if the individual trustee is incapacitated or otherwise fails to appoint a successor within that time period; (3) the beneficiary (or an incapacitated beneficiary's natural or legal guardian or legal representative) of the trust; or (4), in the event of multiple beneficiaries, by agreement of a majority of the beneficiaries (including an incapacitated beneficiary's natural or legal guardian or legal representative) of the trust.

C. Our trustee or, in the event that any trust created under this trust agreement has multiple trustees, those trustees acting jointly, may appoint a co-trustee.

D. Any beneficiary of his or her own trust created under this trust agreement may elect at any time to be appointed as co-trustee of that trust after attaining age 21 and sole trustee of that trust after attaining age 25.

E. After attaining age 21, any beneficiary of his or her own trust created under this trust agreement may from time to time elect to appoint any corporate fiduciary meeting the requirements specified below to become trustee and replace any other trustee of that trust.

F. Except as otherwise provided in this Change in Trustee subsection, a successor trustee may be an individual or it may be any corporate fiduciary meeting the following requirements: a state or national bank with trust powers, or a trust

company, domiciled anywhere in the United States of America, with at least \$100,000,000 of assets under management.

G. Any appointment of a successor trustee made as provided under this Change in Trustee subsection must be made by delivery of an acknowledged instrument to our trustee then serving (except with respect to any election or appointment actually made by our trustee serving in that capacity, or where the office of trustee is, in fact, vacant) and be filed with the trust records.

5.9 After a Change in Trustee. Any trustee is relieved of any duty to examine the acts of any prior fiduciary, without the necessity of any court accounting, and any successor trustee will be responsible for only those assets which are actually delivered to that trustee. Any successor trustee, on executing an acknowledged acceptance of the trusteeship filed with the trust records, and upon actual receipt of those assets delivered by the prior trustee, is vested without further act on the part of anyone with all of the estates, titles, rights, powers, duties, immunities and discretions in and relating to those assets actually delivered by the prior trustee.

5.10 Waiver of Bond; Release, Indemnity and Hold Harmless. No bond may be required of any trustee. Any trustee may rely in good faith upon the written opinion of an attorney or any facts stated in any instrument in writing and believed to be true. Any trustee is released, indemnified and held harmless from any liability, except to the extent of any profit received by the trustee (or any other person or entity) from that trustee's breach of fiduciary duty, for any action that trustee may take, or for the failure of that trustee to take any action, if done in good faith and without gross negligence, including, without limitation, indemnity for the ordinary negligence of that trustee.

5.11 Trustee's Fee. Our trustee, except to the extent that trustee is also a beneficiary of a trust created under this trust agreement, may receive a reasonable fee for time and work expended, but only to the extent that the fee is consistent with (1) the value and nature of the trust estate, and (2) fees received by independent trustees of trusts of comparable value and nature. Our trustee is entitled to reimbursement for any reasonable expenses incurred in that capacity.

5.12 Transfer of Property to Trust. Subject to acceptance by our trustee, any person, from time to time while living or by will, has the right to transfer to our trustee any property that the person desires to become a part of any trust created under this trust agreement.

5.13 All assets, books or account and records of each trust will be available for inspection at all times during business hours by any beneficiary, or by any person or persons designated by any one of them.

6. *Administrative Provisions*

6.1 Revocability of Trust. During our lives, we may amend, modify, or revoke, in whole or in part, this trust agreement, by providing written notice to our trustee. The amendment, modification or revocation will be effective immediately upon delivery to our trustee, except that changes with respect to our then serving, and only our then serving, trustee's duties, liabilities, or compensation (the "changed terms"), will not be effective until the occurrence of the earlier of either receipt of our trustee's written acceptance of the changed terms, or the passage of 30 days. Upon the death of the last of us to survive, this trust and the provisions of this trust agreement are no longer revocable or otherwise subject to change.

6.2 Survival. If we die within 90 days of each other, each person, with respect to all of that person's separate property and one-half of that person's community property, is to be considered to have survived the other. No person will be considered to have survived the last of us to die if that person dies within 90 days of that settlor's death or, subject to the Maximum Duration of Trust(s) subsection, if that person dies within 30 days after termination of a trust in which they are a beneficiary.

6.3 Reliance on Trustee's Authority. Any person entering into a transaction with our trustee may do so without any obligation to first verify (1) our trustee's authority to act on behalf of the trust in that transaction, or (2) the propriety of that transaction with respect to the terms of the trust. Any person or entity, including without limitation, any insurance company or retirement plan, making payment or adding property to any trust created under this trust agreement is entitled to rely on the receipt received from our trustee as full release and discharge as to all matter(s) shown on that receipt.

6.4 Taxes. In the event that any taxes are payable by reason of our deaths, including any interest arising and penalties due from any failure or delinquency of either of our estates to pay those taxes (the "tax liability"), and the residue of either estate, as defined under our respective Wills, is insufficient to pay the tax liability, we direct our trustee to pay the tax liability, from

available principal or income of this trust as our trustee determines in his or her sole discretion. The provisions of Texas Estates Code section 124.005 or any other statute purporting to apportion payment of taxes arising from our deaths will not apply to any payment of the tax liability made or directed by our trustee, except that any taxes due by application of sections 2036, 2041, or 2044 of the Internal Revenue Code will be apportioned pursuant to sections 2207, 2207A, or 2207B of the Internal Revenue Code. In no event is it our intention, nor is our trustee authorized, to waive any claim or right to reimbursement or recovery for payment of the tax liability by this trust.

6.5 Debts and Expenses of Either Estate. In the event that the residue of either of our estates, as defined under our respective Wills, is insufficient to pay any unsecured debt or cost of administration of that estate, or any burial, funeral, or last illness cost or expense payable by reason of our deaths, we direct our trustee to pay any of the above described debts, cost, and expenses from available principal or income of this trust as our trustee determines in his or her sole discretion.

6.6 Spendthrift Protection. Prior to the actual receipt of property by any beneficiary, no property (income or principal) distributable under any trust created under this trust agreement is subject to anticipation or assignment by any beneficiary, or to attachment by, or to the interference or control of, any creditor or assignee of any beneficiary, or to be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary. Any attempted transfer or encumbrance of any interest in that property by any beneficiary under this trust agreement prior to distribution will be absolutely void.

6.7 Maximum Duration of Trust(s). Despite anything to the contrary contained in this trust agreement, any trusts created under this trust agreement terminate, unless earlier terminated, one day less than twenty-one years after the date of death of the last to survive of our parents' descendants who are living at the time of the last of us to die. With respect to the termination of any trust caused by application of this subsection, despite anything to the contrary contained in this trust agreement, all remaining trust property will be distributed to the beneficiary or ward of the trust.

6.8 Merger of Trusts. Our trustee, in our trustee's absolute discretion, may distribute all or any part of the income and principal of this trust to, or may merge any trust created under this

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1. Purpose of Trust

1.1 Our purpose in entering into this trust agreement is to establish a trust to receive assets that are to be managed and used for our benefit during our lifetimes and, upon our deaths, these assets are to be managed and distributed as required by the provisions of this trust agreement.

2. Assets

2.1 We may deliver property to our trustee at any time during our lives, by any legally valid and effective means of transfer and, after our deaths, property may be delivered to our trustee by operation of our Wills, any other legally valid and effective instrument executed by either of us during our lives, any third party under an obligation to transfer property or other assets to our trustee for our benefit, or any other person's or entity's legally valid direction.

3. Distributions

3.1 During Our Lives. During our lives, our trustee will distribute to us, either individually or jointly, or for our individual or joint benefit, all or any portion of the principal or income of this trust as we, acting alone or jointly, direct, or any duly appointed guardian or agent of either of us directs. Our trustee may distribute to us, either individually or jointly, or for our individual or joint benefit, so much of the trust's income and principal as is necessary to provide for our health, support, maintenance and education.

3.2 After One of Our Deaths. After one of us dies, the trust continues for the benefit of the survivor.

3.3 After Our Deaths. After our deaths, our trustee will distribute all remaining trust property:

- A. To our descendants, per stirpes.
- B. If none of our descendants survives us, to our contingent beneficiaries.

4. *Contingent Trust(s)*

4.1 If all or any portion of any trust created under this trust agreement is to be distributed upon termination of that trust, or any share of payments or proceeds payable to our trustee is otherwise provided to be distributed, to a beneficiary who has not attained age 30 or who, in the absolute judgment of our trustee, is incapacitated, with respect to that share, we direct our trustee either:

To hold that share in custody as custodian under the Uniform Transfers to Minors Act of Texas, for a beneficiary under age 21 or other age of majority specified by applicable law; or

To distribute that share to, or hold that share as, our trustee, in trust, in a separate trust for the benefit and use, and in the name of that beneficiary.

A. In creating any trust for a beneficiary under this Contingent Trust(s) subsection, our intention is to provide a gift of only the future distributions from that trust, and not of the undistributed trust corpus.

B. Any income or corpus not so distributed or used shall be separately accumulated for each beneficiary. Upon attaining the age of twenty-two (22) years, each beneficiary shall have the option of withdrawing one-fourth (1/4) of the property then constituting his or her separate Trust Estate. Upon attaining the age of twenty-five (25) years or any time thereafter, each beneficiary shall have the option of withdrawing one-fourth (1/4) of the remaining property then constituting his or her separate Trust Estate. Upon attaining the age of twenty-eight (28) years or any time thereafter, each beneficiary shall have the option of withdrawing one-fourth (1/4) of the remaining property then constituting his or her separate Trust Estate. Upon attaining the age of thirty (30) years or any time thereafter, each beneficiary shall have the option of withdrawing the remaining balance of the property then constituting his or her separate Trust Estate. Each beneficiary shall be advised of his or her options ninety (90) days prior to his or her respective birthdays when such options shall arise. Furthermore, any beneficiary intending to exercise any of his or her options to withdraw, shall give the Trustee at least sixty (60) days written notice of such intent. The Trustee may, in my Trustee's absolute discretion, waive all or any portion of such sixty (60) days notice. In the meantime, during the pendency of each trust, the Trustee shall have the same powers, discretions, duties and responsibilities it has with respect to this Trust generally as to administration and distributions.

C. Any separate trust created under this subsection will terminate on the occurrence of the earlier of the two following conditions, when the beneficiary: (1) has attained age 30 or, in the case of a beneficiary who is incapacitated, even if he or she has attained age 30, when the incapacity is removed; or (2) dies.

D. Upon termination, all remaining trust property must be distributed:

- i. To the beneficiary.
- ii. If the beneficiary is no longer living, to his or her descendants.
- iii. If none of the beneficiary's descendants is still living, to the descendants of the beneficiary's parent who is also our descendant.
- iv. If none of the above beneficiaries is then living, to our descendants.
- v. If none of our descendants is then living, to our contingent beneficiaries.

5. *Fiduciary Provisions*

5.1 Appointment of Trustee. We appoint the following individuals, in the order shown, to serve in succession as our trustee of any trusts created under this trust agreement: first, ourselves as co-trustees; second, Michael E. Goodman; and third, Glen Wayne Anderson. While serving as co-trustees, either of us is authorized, acting alone, to exercise any power and perform any duty of the trustee under this trust agreement. If, for any reason, neither of us is serving as our trustee, or if any other person appointed as our trustee does not, or ceases to, serve as our trustee, the person next named in the above list will become our trustee.

5.2 Children as Trustees. Cole Boewe Anderson and Kai Brody Anderson are eligible to be appointed Co-Trustees, if necessary, upon reaching the age of 25, and eligible to be appointed Sole Trustee, if necessary, upon reaching the age of 30.

5.3 General Powers. Except as expressly limited by the terms of this trust agreement, our trustee may exercise all of the powers granted to trustees by the Texas Trust Code, and by any future amendments to that code or given under any other statute with respect to the powers of trustees, and any other powers granted by applicable law.

5.4 Fiduciary Duties. Our trustee's exercise of any power under this trust agreement is subject to full compliance with all fiduciary duties.

5.5 References. Reference to "the", "this", "any", or "our" trustee in this trust agreement also means and includes any ancillary fiduciaries, co-fiduciaries, alternates or successors while serving in that fiduciary capacity under this trust.

5.6 Resignation of Trustee. Any trustee may resign with respect to any trust created under this trust agreement by giving at least 30 days' written notice (unless waived) to each beneficiary (including an incapacitated beneficiary's natural or legal guardian or legal representative) of the trust.

5.7 Removal of Trustee. We may from time to time remove our trustee, with or without cause, by giving written notice (unless waived) to that trustee and may appoint any person as successor trustee.

5.8 Change in Trustee.

A. Our trustee, while serving in that capacity, may appoint a successor trustee to serve in his or her place if, in our trustee's sole discretion, any successor trustee that we designate in this trust agreement, either is unwilling or unable to serve.

B. If a trusteeship becomes vacant for any reason and no successor trustee provided for under this trust agreement is willing and able to serve, the power to appoint a successor trustee may be exercised by the following persons in this order: (1) ourselves; (2) any individual trustee of the trust, for a period of 30 days, or if the individual trustee is incapacitated or otherwise fails to appoint a successor within that time period; (3) the beneficiary (or an incapacitated beneficiary's natural or legal guardian or legal representative) of the trust; or (4), in the event of multiple beneficiaries, by agreement of a majority of the beneficiaries (including an incapacitated beneficiary's natural or legal guardian or legal representative) of the trust.

C. Our trustee or, in the event that any trust created under this trust agreement has multiple trustees, those trustees acting jointly, may appoint a co-trustee.

D. Any beneficiary of his or her own trust created under this trust agreement may elect at any time to be appointed as co-trustee of that trust after attaining age 21 and sole trustee of that trust after attaining age 25.

E. After attaining age 21, any beneficiary of his or her own trust created under this trust agreement may from time to time elect to appoint any corporate fiduciary meeting the requirements specified below to become trustee and replace any other trustee of that trust.

F. Except as otherwise provided in this Change in Trustee subsection, a successor trustee may be an individual or it may be any corporate fiduciary meeting the following requirements: a state or national bank with trust powers, or a trust

company, domiciled anywhere in the United States of America, with at least \$100,000,000 of assets under management.

G. Any appointment of a successor trustee made as provided under this Change in Trustee subsection must be made by delivery of an acknowledged instrument to our trustee then serving (except with respect to any election or appointment actually made by our trustee serving in that capacity, or where the office of trustee is, in fact, vacant) and be filed with the trust records.

5.9 After a Change in Trustee. Any trustee is relieved of any duty to examine the acts of any prior fiduciary, without the necessity of any court accounting, and any successor trustee will be responsible for only those assets which are actually delivered to that trustee. Any successor trustee, on executing an acknowledged acceptance of the trusteeship filed with the trust records, and upon actual receipt of those assets delivered by the prior trustee, is vested without further act on the part of anyone with all of the estates, titles, rights, powers, duties, immunities and discretions in and relating to those assets actually delivered by the prior trustee.

5.10 Waiver of Bond; Release, Indemnity and Hold Harmless. No bond may be required of any trustee. Any trustee may rely in good faith upon the written opinion of an attorney or any facts stated in any instrument in writing and believed to be true. Any trustee is released, indemnified and held harmless from any liability, except to the extent of any profit received by the trustee (or any other person or entity) from that trustee's breach of fiduciary duty, for any action that trustee may take, or for the failure of that trustee to take any action, if done in good faith and without gross negligence, including, without limitation, indemnity for the ordinary negligence of that trustee.

5.11 Trustee's Fee. Our trustee, except to the extent that trustee is also a beneficiary of a trust created under this trust agreement, may receive a reasonable fee for time and work expended, but only to the extent that the fee is consistent with (1) the value and nature of the trust estate, and (2) fees received by independent trustees of trusts of comparable value and nature. Our trustee is entitled to reimbursement for any reasonable expenses incurred in that capacity.

5.12 Transfer of Property to Trust. Subject to acceptance by our trustee, any person, from time to time while living or by will, has the right to transfer to our trustee any property that the person desires to become a part of any trust created under this trust agreement.

5.13 All assets, books or account and records of each trust will be available for inspection at all times during business hours by any beneficiary, or by any person or persons designated by any one of them.

6. *Administrative Provisions*

6.1 Revocability of Trust. During our lives, we may amend, modify, or revoke, in whole or in part, this trust agreement, by providing written notice to our trustee. The amendment, modification or revocation will be effective immediately upon delivery to our trustee, except that changes with respect to our then serving, and only our then serving, trustee's duties, liabilities, or compensation (the "changed terms"), will not be effective until the occurrence of the earlier of either receipt of our trustee's written acceptance of the changed terms, or the passage of 30 days. Upon the death of the last of us to survive, this trust and the provisions of this trust agreement are no longer revocable or otherwise subject to change.

6.2 Survival. If we die within 90 days of each other, each person, with respect to all of that person's separate property and one-half of that person's community property, is to be considered to have survived the other. No person will be considered to have survived the last of us to die if that person dies within 90 days of that settlor's death or, subject to the Maximum Duration of Trust(s) subsection, if that person dies within 30 days after termination of a trust in which they are a beneficiary.

6.3 Reliance on Trustee's Authority. Any person entering into a transaction with our trustee may do so without any obligation to first verify (1) our trustee's authority to act on behalf of the trust in that transaction, or (2) the propriety of that transaction with respect to the terms of the trust. Any person or entity, including without limitation, any insurance company or retirement plan, making payment or adding property to any trust created under this trust agreement is entitled to rely on the receipt received from our trustee as full release and discharge as to all matter(s) shown on that receipt.

6.4 Taxes. In the event that any taxes are payable by reason of our deaths, including any interest arising and penalties due from any failure or delinquency of either of our estates to pay those taxes (the "tax liability"), and the residue of either estate, as defined under our respective Wills, is insufficient to pay the tax liability, we direct our trustee to pay the tax liability, from

available principal or income of this trust as our trustee determines in his or her sole discretion. The provisions of Texas Estates Code section 124.005 or any other statute purporting to apportion payment of taxes arising from our deaths will not apply to any payment of the tax liability made or directed by our trustee, except that any taxes due by application of sections 2036, 2041, or 2044 of the Internal Revenue Code will be apportioned pursuant to sections 2207, 2207A, or 2207B of the Internal Revenue Code. In no event is it our intention, nor is our trustee authorized, to waive any claim or right to reimbursement or recovery for payment of the tax liability by this trust.

6.5 Debts and Expenses of Either Estate. In the event that the residue of either of our estates, as defined under our respective Wills, is insufficient to pay any unsecured debt or cost of administration of that estate, or any burial, funeral, or last illness cost or expense payable by reason of our deaths, we direct our trustee to pay any of the above described debts, cost, and expenses from available principal or income of this trust as our trustee determines in his or her sole discretion.

6.6 Spendthrift Protection. Prior to the actual receipt of property by any beneficiary, no property (income or principal) distributable under any trust created under this trust agreement is subject to anticipation or assignment by any beneficiary, or to attachment by, or to the interference or control of, any creditor or assignee of any beneficiary, or to be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary. Any attempted transfer or encumbrance of any interest in that property by any beneficiary under this trust agreement prior to distribution will be absolutely void.

6.7 Maximum Duration of Trust(s). Despite anything to the contrary contained in this trust agreement, any trusts created under this trust agreement terminate, unless earlier terminated, one day less than twenty-one years after the date of death of the last to survive of our parents' descendants who are living at the time of the last of us to die. With respect to the termination of any trust caused by application of this subsection, despite anything to the contrary contained in this trust agreement, all remaining trust property will be distributed to the beneficiary or ward of the trust.

6.8 Merger of Trusts. Our trustee, in our trustee's absolute discretion, may distribute all or any part of the income and principal of this trust to, or may merge any trust created under this

trust agreement with, any other trust(s) created by any other individual or either of us if the terms of those trusts are substantially similar, if those trusts are held for the primary benefit of the same person(s), have the same spendthrift protection, and have the same inclusion ratio for purposes of the generation-skipping tax. In the event that any trusts with different contingent beneficiaries are merged under this Merger of Trusts subsection and any part of that merged trust is to be distributed to contingent beneficiaries, then the property remaining in the merged trust at the time of the distribution will be divided pro rata among the contingent beneficiaries of each original trust in proportion to the value of each original trust at the time the trusts were merged. Further, if the original trusts are to terminate at different times, our trustee will terminate the respective merged portions at the appropriate times on a pro rata basis in proportion to the value of each original trust at the time the trusts were merged.

6.9 Use of Property as Homestead. Settlor(s) retain the right to occupy and use any property owned by this trust as a principal residence free of any rent or other charge until such time as this trust is revoked or terminated. Likewise, any beneficiary of any other trust created under this agreement shall have the right to occupy and use any property owned by such beneficiary's trust free of any rent or other charge. It is Settlor(s)' intent that any trust created under this agreement shall be a "qualifying" trust as defined in Section 11.13(j), Texas Tax Code and Section 41.0021, Texas Property Code, and that all property owned by any trust created under this agreement shall be eligible for a homestead exemption under such codes.

6.10 Character of Property. Neither the inclusion of any property in, nor the distribution of property from, the trust estate is intended to effect a partition or conversion of community property into separate property, or separate property into community property. Except as otherwise agreed by us in a separate, written instrument, any asset or property held as part of the trust estate, any subsequent accretion to that property, and any distribution of that property is considered to retain the community or separate property character that property had prior to its inclusion in the trust estate. To the extent permitted by law, any beneficial interest created in any trust beneficiary, other than settlor(s)', under this trust agreement is the separate property and estate of the beneficiary, and any income or principal distributed to that beneficiary or retained in that trust is that beneficiary's separate property and estate

6.11 Headings. The headings in this trust agreement are for convenient reference only. They are not part of the trust agreement and do not affect its meaning.

6.12 Number and Gender. Where appropriate to the context of this trust agreement, the singular may be construed as plural, the plural may be construed as singular, and one gender may be construed as another gender.

6.13 No Contest to Our Estate Plans. We intend for our estate plans to be executed fully and expeditiously without any dissipation of the trust estate, or of our probate or non-probate assets, due to obstruction, interference, litigation, or the threat of litigation, from any person or entity (1) contesting, directly or indirectly, the validity of this trust, any provision of our respective Wills or this trust agreement, any executor or trustee appointment made by either of us on any ground, or (2) asserting any claim against our probate or non-probate assets or against the trust estate, including any claim for reimbursement. In the event that our trustee, in his or her sole discretion, is given cause to consider using any part of these assets or the trust estate to counter any contest or claim as described above, then, by written notice delivered by our trustee to that person or entity described above, he, she or it, in the case of an entity, and his or her descendants, if any, are considered to have not survived either of us and forfeit any beneficial right, gift or interest under this trust agreement.

7. Definitions

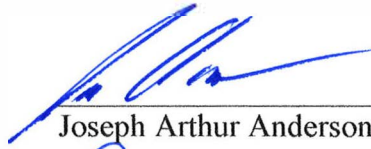
The definitions in this section apply to terms used in this trust agreement. In case of any conflict between these definitions and any other provision contained in this trust agreement, these definitions govern.

7.1 Children. "Children" includes any biological child, as well as any adopted child of a designated person, but only if the adopted child is adopted by a legal proceeding begun before that child reaches age 18. A child in gestation who is born alive will be considered a child throughout the period of gestation.

7.2 Contingent Beneficiaries. If any property under this trust agreement is directed to be distributed to "our contingent beneficiaries", that property will be distributed to our heirs-at-law, then living, determined as if we had died unmarried and domiciled in the State of Texas.

7.3 Descendants. "Descendants" means:

Executed by us on this 3 day of January, 2024, as Settlor and Initial Trustees.



Joseph Arthur Anderson, Settlor and Trustee



Celia Diane Anderson, Settlor and Trustee

ACKNOWLEDGMENT

THE STATE OF TEXAS

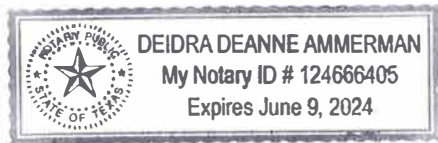
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COUNTY OF ROCKWALL


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This document was acknowledged before me on this 3 day of January, 2024 by Joseph Arthur Anderson and Celia Diane Anderson.


Notary Public, State of Texas

Mail Property Tax Notice To:
The Anderson Revocable Living Trust
621 Sorita Circle
Heath, TX 75032

Instrument # 284579
TETON COUNTY, IDAHO
4-1-2024 10:40:00 AM No. of Pages: 2
Recorded for : ANDERSON, CELIA
KIM KEELEY Fee: 15.00
Ex-Officio Recorder Deputy 
Index to: DEED, GRANT

GRANT DEED
(funding living trust)

Joseph A Anderson and Celia D Anderson, wife and husband, Grantors, hereby grant and convey to **Joseph Arthur Anderson and Celia Diane Anderson, or their successors, as trustees of The Anderson Revocable Living Trust under agreement dated November 22, 2023**, Grantee, whose mailing address is 621 Sorita Circle, Heath, Texas 75032, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real property located in Teton County, Idaho:


Lot 11 of Daydream Ranch Subdivision, Amended Plat, Teton County, Idaho, as per the official plat recorded February 25, 2004, as Instrument No. 160003.


Commonly known as 2313 Daydream Drive, Tetonia, Idaho 83452

SUBJECT TO taxes and assessments for the year 2023 and all subsequent years, to any and all existing easements, rights-of-way, reservations, restrictions and encumbrances which are apparent or of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

Together with any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, water rights however evidenced, and rights-of-way in anywise appertaining to the property herein described.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 19th day of March, 2024.



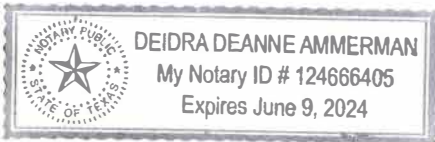
Joseph A Anderson, Grantor


Celia D Anderson, Grantor

STATE OF Texas)
)ss.
County of Rockwall)

On this 19 day of March, 2024, before me the undersigned, a Notary Public for Idaho, personally appeared **Joseph A Anderson and Celia D Anderson**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Deidra Ammerman
Notary Public for Texas
Residing at: _____
My Commission Expires: 6/9/24