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33655

33655

NO. 440,897

GAY CRABB KARGER,
Petitioner

IN THE DISTRICT COURT

VS.

OF TRAVIS COUNTY, TEXAS

LIDIA CRABB,
Respondent.

250 JUDICIAL DISTRICT

AGREED JUDGMENT

On this day the Court heard Petitioner's application for declaratory judgment and, it appearing to the Court that the parties have agreed to the terms of this judgment, as evidenced by the signatures of their counsel below, the Court finds as follows:

1. Petitioner is the niece of John E. Crabb and is a person interested in the Estate of John E. Crabb.
2. John E. Crabb died on November 4, 1987. John E. Crabb was survived by his wife, Lidia Crabb, the Respondent herein. John and Lidia Crabb have no children.
3. On October 22, 1980, Lidia Crabb, as attorney-in-fact for John E. Crabb, executed the John E. Crabb Trust, a true copy of which is attached hereto as Exhibit "A". Lidia Crabb also caused certain oil and gas mineral and royalty interests, which were the separate property of John E. Crabb, to be transferred into the John E. Crabb Trust.
4. John E. Crabb signed an instrument dated September 18, 1987 purporting to revoke the John E. Crabb Trust. Said act was done without full knowledge of the terms of the Trust and was ineffective as a revocation.

NOTED

5. Lidia Crabb filed suit for divorce from John E. Crabb on October 1, 1987 in Cause No. 428,077 in the 200th Judicial District Court of Travis County, Texas.

6. John E. Crabb signed an instrument dated October 20, 1987, a true copy of which is attached hereto as Exhibit "b", amending the John E. Crabb Trust and appointing Petitioner as successor Trustee thereunder.

7. Lidia Crabb, on November 5, 1987, filed an application for probate of the purported will of John E. Crabb dated July 22, 1980 (the "1980 Will") in Cause No. 52,994 in the probate Court No. 1 of Travis County, Texas.

8. Gay Crabb Karger, on November 5, 1987, filed an application for probate of the purported will of John E. Crabb dated October 20, 1987 (the "1987 Will") in Cause No. 52,986 in the Probate Court No. 1 of Travis County, Texas.

9. Lidia Crabb has filed an opposition to the probate of the October 20, 1987 will.

10. Gay Crabb Karger has filed an opposition to the probate of the July 22, 1980 will.

11. The parties have compromised and settled their differences as set forth hereinabove and have agreed that the 1987 Will of John E. Crabb shall be admitted to probate.

12. Lidia Crabb has well and truly performed the duties of Trustee of the John E. Crabb Trust and is entitled to be discharged of her trust.

13. Gay Crabb Karger has accepted the appointment as successor Trustee of the John E. Crabb Trust, under Trust Agreement dated October 22, 1980, executed by John E. Crabb and wife, Lidia Crabb, as Settlers, and Lidia Crabb, as Trustee, as amended by amendment dated October 20, 1987, execute by John E. Crabb, (the "John E. Crabb Trust") and has agreed to act as successor Trustee of the John E. Crabb Trust.

14. Gay Crabb Karger is the duly qualified and acting Independent Executor of the Will and Estate of John E. Crabb, Deceased in Cause No. 52,986 in the Probate Court No. 1 of Travis County, Texas.

15. This Court has jurisdiction of the parties and the subject matter.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the John E. Crabb Trust under Trust AGreement dated October 22, 1980, made by and between John E. Crabb and wife, Lidia Crabb, as Settlers and Lidia Crabb, as Trustee, a true copy of which is attached hereto as Exhibit "A", constitutes a valid and subsisting trust, as amended by that certain amendment to trust dated October 20, 1987, executed by John E. Crabb, a true copy of which is attached hereto as Exhibit "B", and that document dated September 18, 1987 execute by John E. Crabb purporting to revoke the John E. Crabb Trust is ineffective and does not affect the validity of the John E. Crabb Trust; it is further

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ORDERED, ADJUDGED, AND DECREED, that by virtue of the amendment to trust dated October 20, 1987, executed by John E. Crabb, a true copy of which is attached hereto as Exhibit "B", Gay Crabb Karger is the sole Trustee of the John E. Crabb Trust and Lidia Crabb is no longer a Trustee; and it is further

ORDERED, ADJUDGED AND DECREED that Lidia Crabb be, and she is hereby, discharged of her trust as Trustee of the John E. Crabb Trust and of all duties and liability thereunder; and it is further

ORDERED, ADJUDGED AND DECREED that all costs are taxed to Petitioner.

SIGNED

April 18, 1988.

James Cooper
JUDGE PRESIDING

APPROVED AND AGREED:

Kevin Holcomb

KEVIN HOLCOMB
State Bar No. 09824000
100 Congress Avenue, Suite 1100
Austin, Texas 78701
(512) 472-8355

ATTORNEY FOR RESPONDENT

William F. Kemp

WILLIAM F. KEMP
State Bar No. 11257000
702 West 34th Street
P.O. Box 369
Austin, Texas 78767
(512) 454-4747

ATTORNEY FOR PETITIONER

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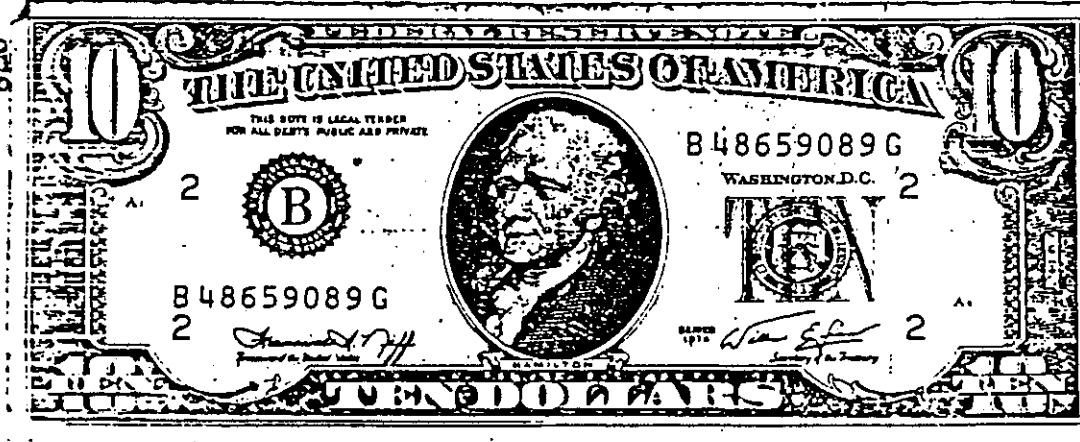
JOHN E. CRABB TRUST

The attached bill (TEN DOLLARS [\$10.00] in United States Currency) has on this the 22nd day of October, 1980, been transferred and assigned to Lidia Crabb as Trustee of the John E. Crabb Trust, by and from John E. Crabb (acting by and through Lidia Crabb, his agent and attorney-in-fact) and his wife, Lidia Crabb, as the initial trust estate of the John E. Crabb Trust.

John E. Crabb by Lidia Crabb
JOHN E. CRABB, Acting by and
through his Agent and
Attorney-in-Fact, Lidia Crabb

Lidia Crabb
LIDIA CRABB

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JOHN E. CRABB TRUST

THIS TRUST AGREEMENT is made this 22nd day of October, 1980, by and between JOHN E. CRABB, acting by and through his agent and attorney-in-fact, Lidia Crabb, and LIDIA CRABB, as SETTLORS, and LIDIA CRABB, as TRUSTEE.

Settlors acting jointly and severally, by the execution of this Agreement have transferred and assigned to Trustee TEN, DOLLARS (\$10.00) in cash, and Trustee accepts such property as the initial trust estate.

All assets subject to the terms of this Agreement shall be held, administered, and distributed in a revocable, amendable trust for the uses and purposes hereinafter set out. This Trust Agreement is made in three parts, and it also includes this page. PART ONE disposes of the trust estate and consists of pages 1-1 to 1-4. PART TWO relates to the trusteeship and consists of pages 2-1 to 2-2. PART THREE contains definitions, powers of Trustee and other formal provisions and consists of pages 3-1 to 3-6.

PART ONE: DISPOSITION OF TRUST ESTATE

ARTICLE 1-1: NAME

This trust shall be known as the JOHN E. CRABB TRUST.

ARTICLE 1-2: SETTLORS' FAMILY

Settlers, John E. Crabb and Lidia Crabb, are husband and wife. Lidia Crabb has three adult children now living, born of her previous marriage: her son, Kari Pyryaho; her son, Timo Pyryaho; and her daughter, Ritva Porter. John E. Crabb has no child or other descendant.

ARTICLE 1-3: PRESUMPTION

In determining any beneficiary of the trust created herein, a beneficiary (other than a settlor) shall be deemed to have survived a settlor only if such survivorship is for at least thirty days. If Settlers die under circumstances making it impractical to determine which of them survived, Lidia Crabb shall be deemed to be the surviving settlor. These presumptions shall not affect the appointment of a trustee hereunder.

ARTICLE 1-4: TRUSTEE'S BASIC DUTIES

During the term of the trust Trustee shall hold, manage, invest, and reinvest the trust estate, collect the income and profits from it, pay the necessary expenses of trust administration, and distribute the net income and principal as provided in this PART ONE.

ARTICLE 1-5: DISPOSITION DURING LIFETIME OF A SETTLOR

While John E. Crabb is living, Trustee shall distribute the net income of the trust estate to or for the benefit of John E. Crabb. Trustee shall also distribute to or for the benefit of John E. Crabb such amounts of trust principal as John E. Crabb may from time to time direct. In addition, Trustee shall distribute to or for the benefit of John E. Crabb as much of the trust principal as Trustee deems desirable from time to time to

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provide liberally for his health, support, maintenance, comfort, and welfare.

While John E. Crabb is living, he may at any time, by direction to Trustee, without the joinder of Lidia Crabb, add other assets to the trust estate, withdraw any asset from the trust estate, or amend or wholly revoke this Trust Agreement.

The foregoing provisions of this Article to the contrary notwithstanding, however, while both Settlers are living any community property of Settlers distributed to John E. Crabb shall remain the community property of Settlers.

In the event that John E. Crabb predeceases Lidia Crabb, Trustee shall during the lifetime of Lidia Crabb distribute the net income of the trust estate to or for the benefit of Lidia Crabb. Trustee shall also distribute to or for the benefit of Lidia Crabb such amounts of trust principal as Lidia Crabb may from time to time after John E. Crabb's death direct. In addition, Trustee shall distribute to or for the benefit of Lidia Crabb as much of the trust principal as Trustee deems desirable from time to time after John E. Crabb's death to provide liberally for her health, support, maintenance, comfort, and welfare.

After the death of John E. Crabb, Lidia Crabb may, by direction to Trustee, add other assets to the trust estate, withdraw any asset from the trust estate, or amend or wholly revoke this Trust Agreement.

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In the event that Lidia Crabb predeceases John E. Crabb, Trustee shall distribute Lidia Crabb's community property interest, if any, in the assets then comprising the John E. Crabb Trust to Lidia Crabb's estate.

For purposes of this Article 1-5, "trust estate" means all assets held in trust hereunder, including any assets received by Trustee by reason of a settlor's death (whether pursuant to life insurance policy provisions, a settlor's will, or otherwise).

ARTICLE 1-6: TERMINATION

This trust shall terminate upon the death of the last settlor to die. Upon termination, the trust estate then remaining (if any), including accumulated and accrued but undistributed income and particularly the income for the period between the last income distribution date and the death of the surviving settlor, shall be disposed of under Article 1-7.

ARTICLE 1-7: DISPOSITION UPON TERMINATION

1-7.1 DIVISION INTO SHARES: At the termination date herein-before prescribed for the John E. Crabb Trust (referred to in this Article as the division date), Trustee shall divide all of the assets subject to distribution under this Article in the manner required to create one share for each of the following persons: Kari Pyryaho, Timo Pyryaho, Ritva Porter, and Viktor Kopponen. All such shares shall be equal in value and shall be disposed of under Article 1-7.2.

1-7.2 DISPOSITION OF SHARES: Trustee shall distribute to each person named in Article 1-7.1 who is living at the division date the entire share established for such person. Trustee shall distribute the entire share of any such person who dies prior to the division date to such person's descendants who are living at the division date, per stirpes; if there is no such descendant then living, such share shall be allocated equally between the other shares, or wholly to the other share if only one.

ARTICLE 1-8: CONTINGENT DISPOSITION

If, at any time, the foregoing provisions do not provide persons qualified to take all or any trust assets, then those assets shall be distributed to those persons who would constitute the heirs at law of Lidia Crabb as then determined under, and in the same proportions and amounts then provided by, the laws of the State of Texas relating to descent and distribution of property the same in all respects as though Lidia Crabb had died

intestate and single at the time that such assets became subject to distribution under this Article.

PART TWO: TRUSTEESHIP

ARTICLE 2-1: SUCCESSOR TRUSTEES

If Lidia Crabb for any reason ceases to act as Trustee, then Settlers hereby appoint Viktor Kopponen as successor trustee hereunder. If Viktor Kopponen for any reason fails to qualify or ceases to act, then Settlers hereby appoint Ritva Porter as alternate or successor trustee. If Ritva Porter for any reason fails to qualify or ceases to act, then Settlers hereby appoint Kari Pyryaho and Timo Pyryaho as alternate or successor trustees. If either Kari Pyryaho or Timo Pyryaho fails to qualify or ceases to act, then the other shall act as sole trustee.

ARTICLE 2-2: RESIGNATION

Any trustee may resign, without judicial action, by giving at least sixty days' written notice (unless such notice is waived by all persons entitled thereto) to the person or persons then eligible to receive distributions from the trust and to any co-trustee hereunder.

ARTICLE 2-3: VACANCY IN TRUSTEESHIP

If any trustee fails to qualify or ceases to act, and if no other provision for an alternate or successor trustee is made herein, an alternate or successor trustee may be appointed, within a period of sixty days after a vacancy occurs, by a majority determination of the adult persons then eligible to receive distributions from the trust. Upon any trustee resigning or ceasing to act, if no alternate or successor trustee has otherwise been timely appointed pursuant to this Article 2-3, then upon request of any interested party the presiding judge of the District Courts of Travis County, Texas, acting as an individual and not in any judicial capacity, shall have the power to appoint an alternate or successor. Subject to any express provisions of this trust instrument, any alternate or successor

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trustee appointed to act under this agreement shall be a bank with trust powers or a trust company, either state or national, with a combined capital and surplus of at least \$10,000,000.00. Appointment of an alternate or successor trustee shall be by an instrument in writing delivered to such trustee and shall be effective upon acceptance by such trustee.

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PART THREE: FORMAL PROVISIONS

ARTICLE 3-1: DEFINITIONS APPLYING TO THIS AGREEMENT

3-1.1 TRUSTEE: The word "Trustee" and the pronoun "it" in reference to such word always refer to the male or female person or to the institution then holding trusteeship under this Agreement. Such word also refers to any successor or alternate, including a corporation which succeeds another by merger, change of name, or otherwise, and the appointment of a corporate trustee shall be deemed to include appointment of its corporate successor. Any successor or alternate trustee shall have the same powers, authorities, obligations, and limitations as Trustee unless other provisions of this Agreement specifically provide to the contrary.

3-1.2 DESCENDANTS: The term "descendants" includes both the children of the person designated and the more remote descendants of such person. A child in gestation who is born alive shall be considered a child in being throughout the period of gestation. A person who is under eighteen years of age when legally adopted shall be deemed the child of his adoptive parent, but this presumption shall not operate to exclude any such person as a beneficiary of this Agreement. A person who is eighteen years of age or older when legally adopted shall not be deemed the child of his adoptive parent.

3-1.3 BENEFICIARY: Unless the context indicates otherwise, in PART TWO and PART THREE the word "beneficiary" means any beneficiary then eligible to receive distributions. If any such beneficiary is a minor or under any disability irrespective of whether legally so adjudicated, then the parent, guardian, conservator, or person with whom the beneficiary resides shall act for the beneficiary for all purposes in such parts.

3-1.4 PER STIRPES: The term "per stirpes" means strict per stirpes and does not mean per capita with representation. For example, if a person has two children and one has one child and one has three children and both children predecease the parent, the grandchild who has no brothers or sisters would be entitled to a one-half share and the other three grandchildren would each be entitled to a one-sixth share.

ARTICLE 3-2: GENERAL PROVISIONS RELATING TO TRUSTEES

3-2.1 POWERS: Settlers grant to Trustee discretion and complete power to administer the trust under this Agreement, and Settlers grant to Trustee all powers conferred on trustees by the Texas Trust Act. In addition to those powers conferred by law this grant shall include without limitation the following powers, all of which may be exercised without the necessity of securing the approval or order of any court: (1) to acquire, by purchase or otherwise, retain, invest, reinvest, and manage, temporarily or permanently, any interest (including an undivided interest) in any realty or personalty, including life insurance policies and annuity contracts, without diversification as to kind, amount, or risk of nonproductivity and without limitation by statute or rule of law; (2) to alter, improve, repair, replace, abandon, and demolish assets; (3) to sell, exchange, encumber, lease for any period, or otherwise dispose of any asset of the trust estate, publicly or privately, with or without notice, wholly or partly for cash or credit, without appraisal, and to give options for those purposes; (4) to advance or borrow money and to hold, mortgage, and pledge property for the repayment of same; (5) to

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purchase from, borrow from, sell to, employ, contract with, and generally to deal with themselves individually and as a fiduciary of any estate or trust created by either or both of Settlers or otherwise, or with partnerships, corporations, and financial or business organizations in which they may own an interest; (6) to continue, invest in, or liquidate any partnership, corporation, or business; (7) to abandon, compromise, contest, and arbitrate claims; (8) to hold title in the name of a nominee; (9) to make distributions in kind, in money, or partly in each, without requiring pro rata distribution of specific assets (in instances where the trustee determines, after utilizing every reasonable effort, that such pro rata distribution is impractical or undesirable) and without regard to differences in tax bases of any such property, at fair market value on the date of distribution; (10) to carry out the terms of any valid agreement which either or both Settlers may have entered into during their respective lifetimes; (11) to determine all matters of trust accounting as established by controlling law or customary practices; (12) to set up and maintain reasonable reserves for taxes, assessments, insurance premiums, repairs, improvements, depreciation, depletion, amortization, obsolescence, general maintenance of buildings and other property, and any other purpose; (13) to employ and compensate out of principal or income, or both, agents, accountants, brokers, attorneys in fact, attorneys at law, tax specialists, realtors, investment counsel, and other assistants and advisors; and (14) to delegate powers and duties to other persons, partnerships, and corporations.

3-2.2 COMPENSATION: Any trustee except Lidia Crabb shall be entitled to reasonable compensation for services actually performed. However, no compensation shall be paid to any individual trustee unless it shall advise the current income beneficiary, if any, of its intent to charge for such services in advance of the period for which compensation is to be charged. All trustees shall be entitled to reimbursement for expenses necessarily incurred in the administration of the trust under this Agreement. With respect to any trustee such compensation shall not exceed charges for similar services made from time to time by corporate trustees in the same geographic area.

3-2.3 WAIVER OF BOND: No trustee shall be required to give bond in any jurisdiction, unless bond is required by law or court rule which cannot be waived, and in that event no surety shall be required.

3-2.4 ACTS OF OTHER TRUSTEES: No trustee need examine the accounts, records, or acts of any previous fiduciary, and a fiduciary may accept as correct the statements of a prior fiduciary or his personal representative as to the assets of the trust or estate; Trustee shall be responsible only for the assets actually delivered to it and shall not be individually responsible for the acts or omissions of any other fiduciary.

3-2.5 TRANSACTIONS WITH TRUSTEE: Persons dealing with Trustee need not inquire concerning the validity of anything Trustee purports to do or the application of any money paid or property transferred to or upon the order of Trustee, but may act without further inquiry in accordance with writings signed by Trustee.

3-2.6 EXISTENCE OF TRUST: All persons dealing with Trustee may act on the assumption that the trust is still in existence until they receive actual notice of its termination.

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ARTICLE 3-3: PROVISIONS RELATING TO TRUSTS

3-3.1 NO ACTIVE COURT SUPERVISION: Unless in conflict with applicable local law, this trust shall be administered without the supervision of any court.

3-3.2 REPORTS: During the administration of this trust, Trustee shall upon request render reports no less frequently than annually to the current income beneficiary. Such reports shall set forth the receipts, disbursements, and distributions of both principal and income during the period of accounting and the invested and uninvested principal and undistributed income at the time of such report. The records of Trustee shall be open at all reasonable times to the inspection of such beneficiary or any duly authorized representative.

3-3.3 ACCUMULATIONS: Any net income of the trust which is neither (a) required to be distributed nor (b) actually distributed or otherwise disposed of currently (that is, within the trust tax year in which it is received or so soon thereafter that it is regarded for tax purposes as having been distributed within the tax year in which received) shall be added to principal unless specifically designated by Trustee as accumulated income.

3-3.4 EFFECT OF DISTRIBUTION: Any outright distribution to a beneficiary in accordance with the provisions of this Agreement shall have the effect of terminating the status of the funds or property distributed as assets of this trust, and such funds or property shall not thereafter be subject to any of the provisions of this trust instrument.

3-3.5 TERMINATION: This trust will terminate prior to its stated termination date if all income and principal is paid out under mandatory or discretionary powers granted in such trust. On termination of the trust Trustee shall have power (1) to continue to exercise the powers herein conferred upon Trustee for such period as may be reasonably necessary to wind up and conclude the affairs of the trust and (2) to do whatever may be necessary to vest title to the trust assets in the person or persons entitled thereto.

ARTICLE 3-4: DISTRIBUTIONS TO CERTAIN PERSONS

3-4.1 GRANT OF PERMISSIVE AUTHORITY: If any property of the trust estate ever vests outright under the provisions of this agreement in a minor or a person who in the opinion of Trustee is under any disability or unable to administer distributions properly, then Trustee in its discretion, in any jurisdiction, without giving or requiring bond, without intervention of a guardian, conservator, or other representative, and without supervision of any court may hold or distribute such property (subsequently referred to in this Article as the protected property) in accordance with 3-4.2 and 3-4.3, neither of which shall operate to impair any beneficiary's indefeasible ownership in such property.

3-4.2 IN TRUST: Trustee may hold any protected property in a separate trust for such beneficiary, exercising as trustee of such trust all the administrative powers conferred by this Agreement. It shall also have the authority to appoint by a writing an individual or corporate successor trustee with identical powers. Trustee may accumulate or distribute to or for such beneficiary in accordance with the following paragraph 3-4.3 such amount or amounts of income or principal of the trust as it determines from time to time during the term of the trust. The trust shall terminate and vest absolutely when the beneficiary

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attains majority if not disabled, dies, or overcomes the disability or inability, or when the trust assets are exhausted by discretionary distribution or otherwise, or twenty-one years after the date of death of the last survivor of any beneficiaries with any kind of interest under this Agreement who are living at the surviving Settlor's death, whichever first occurs. At such termination Trustee shall distribute the trust estate then on hand to the beneficiary or to the beneficiary's estate if the trust terminates at the beneficiary's death.

3-4.3 DISTRIBUTION: Trustee, in making distributions under the provisions of this Article 3-4 or under the provisions of any other Article of this Agreement, may distribute any protected property to or for the benefit of such beneficiary (1) directly to the beneficiary, (2) on behalf of the beneficiary for the beneficiary's benefit, (3) to any account in a bank or savings institution either in the name of such beneficiary or in a form reserving title, management, and custody of such account to a suitable person for the use of such beneficiary, (4) in any form of annuity, (5) in all ways provided by laws dealing with gifts or distributions to or for minors (including, but not limited to, the Texas Uniform Gifts to Minors Act) or persons under disability, (6) to any trust of which the beneficiary is the principal beneficiary (to be added to and administered as a part thereof), or (7) to any suitable person with whom the beneficiary resides or who has the care or control of the beneficiary, without obligation to see to the further application of such distribution, and the receipt for distributions by any such person shall fully discharge Trustee.

ARTICLE 3-5: TEXAS LAW TO GOVERN

This Agreement has been drawn and executed in the State of Texas. All questions concerning the meaning and intention of any of its terms, its validity, or the administration of the trust shall be determined in accordance with the laws of this State.

ARTICLE 3-6: PROTECTIVE PROVISION

No beneficiary shall have any right to anticipate, alienate, transfer, or encumber any part of his interest in any trust created by this agreement, and the interest of each beneficiary in any trust created hereby shall be free from control or interference by any creditor or the spouse of any beneficiary and shall not be liable for his debts or obligations (including alimony and child support) and shall not be taken by any such person by any process whatsoever and shall not be subject to attachment, garnishment, execution, creditor's bill or other legal or equitable process. This paragraph shall apply to all beneficiaries, including contingent beneficiaries. This paragraph shall not be construed or interpreted to limit or restrict any beneficiary's power to disclaim any interest in any trust created by this agreement.

ARTICLE 3-7: REVOCATION

This trust is revocable by John E. Crabb during his lifetime. He shall have the power and right to amend, modify, or revoke, in whole or in part, this Agreement or any term or provision hereof by notice to Trustee. Such amendment, modification, or revocation shall be effective immediately upon notice to Trustee. In the event Lidia Crabb survives John E. Crabb, she shall after his death have the power and right to amend, modify, or revoke, in

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whole or in part, this Agreement or any term or provision hereof by notice to Trustee. Such amendment, modification, or revocation shall be effective immediately upon notice to Trustee. After the death of both settlors, this trust shall become irrevocable.

ARTICLE 3-8: ADDITIONS TO TRUST

Settlors, or either of them, or any other person or persons may, by instrument in writing, by will, or by naming Trustee as beneficiary of a life insurance policy or an employee benefit plan, deliver to Trustee at any time and from time to time additional assets and properties acceptable to Trustee, which additional assets and properties shall be held, administered, and distributed pursuant to this Agreement. Anyone (other than a Settlor) who may hereafter add property to the trust hereunder shall be deemed to have accepted thereby the terms and provisions of this Agreement and to have renounced and disclaimed thereby any further power over the property thus added to such trust.

ARTICLE 3-9: ACCEPTANCE

Trustee, by joining in the execution of this Agreement, acknowledges receipt of the property constituting the initial trust estate and signifies acceptance of the John E. Crabb Trust, and Trustee covenants that the trust will be executed with all due fidelity.

ARTICLE 3-10: SINGULAR-PLURAL; GENDERS

Wherever the context so admits and such treatment is necessary to interpret this Agreement in accordance with its apparent intent, the use herein of the singular shall include the plural, and vice versa, and the use of the feminine, masculine, or neuter gender shall be deemed to include the other genders.

ARTICLE 3-11: PARTIAL INVALIDITY

If any clause or provision of this Agreement or any portion of the trust herein created proves to be or is adjudged invalid or void for any reason, such invalid or void clause, provision, or portion shall not affect the whole, and the rest of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible.

ARTICLE 3-12: AGREEMENT BINDING

This Agreement shall extend to and be binding upon the heirs, executors, administrators, legal representatives, and successors, respectively, of the parties hereto.

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AMENDMENT TO JOHN E. CRABB TRUST

This Trust Amendment is made this 20th day of October,
1987, by JOHN E. CRABB.

1. Recitals

1.1 The trust to be amended is the John E. Crabb Trust, ("the Trust") executed on October 22, 1980 by JOHN E. CRABB acting by and through his agent and attorney-in-fact, LIDIA CRABB, and LIDIA CRABB as Settlers, and LIDIA CRABB as Trustee.

1.2 Under Articles 1-5 and 3-7 of the Trust, JOHN E. CRABB may amend the Trust at any time without the joinder of LIDIA CRABB by notice to the Trustees.

1.3 LIDIA CRABB has filed a petition in Court to divorce JOHN E. CRABB. It is hereby the intention of JOHN E. CRABB to revoke any gift of Trust principal to LIDIA CRABB or her family.

NOW, THEREFORE, the Trust is amended as follows:

2. Amendments

2.1 LIDIA CRABB is removed as Trustee and GAY CRABB KARGER is hereby appointed as Trustee, effective immediately. In the event that GAY CRABB KARGER refuses or is unable to serve for any reason then I appoint her husband, LARRY KARGER as Successor Trustee. Neither LIDIA CRABB nor any member of her family shall serve as Trustee.

2.2 All gifts of Trust principal in favor of LIDIA CRABB, KARI PYRYAHO, TIMO PYRYAHO, RITVA PORTER, and VIKTOR KOPPONEN are hereby revoked.

2.3 Upon the death of JOHN E. CRABB the Trustee shall distribute the entire Trust estate to GAY CRABB KARGER in fee simple, free of trust. In the event that GAY CRABB KARGER shall predecease me then the Trustee shall distribute the entire Trust estate to her heirs under the laws of the state in which she resides at the time of her death.

GIVEN under my hand and seal this 20th day of October,
1987.

JOHN E. (/) CRABB

mark

JOHN E. CRABB

ATTESTATION

We, the undersigned witnesses, declare that the above named John E. Crabb, being unable to sign his name, did, in our presence, sign the foregoing instrument by making his mark on it (because he is unable to sign his name), declaring that he intended to amend the John E. Crabb Trust and by execution of this Amendment to John E. Crabb Trust does appoint Gay Crabb Karger Trustee of the John E. Crabb Trust, and we, in his presence, and in the presence of each other, have subscribed our names to this Amendment to John E. Crabb Trust as attesting witnesses on this 27th day of October, 1987, and we certify that, in our opinion and belief, John E. Crabb is of sound and disposing mind.

Robert C. Hichman

WITNESS

Donald J. Park

WITNESS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, JOHN DICKSON, Clerk of the District Courts, within and for the State and County aforesaid, do hereby certify that the within and foregoing is a true and correct copy of

AGREED JUDGMENT

in Cause No. 440,897, wherein

PETITIONER

GAY CRABB KARGER

vs.

RESPONDENT

LIDIA CRABB

as the same appears on file and of record in this office.

Given under my hand and seal of office at Austin,
Texas, this the

18th day of May, 1988.

JOHN DICKSON
Clerk, District Courts, Travis County, Texas

By John Dickson
Deputy

M. D. EIBEN

Dec. 20, 1988 8:00 A.M.
PIKE COUNTY MS IN B-297 P-268
THIS INSTRUMENT JOEL R. BARR, CHV. CLK.
WAS FILED FOR RECORD BY Luth Lang D.C.