

TRUST AGREEMENT ESTABLISHING THE
WILLIAM W. OCHSE III FAMILY 2008 TRUST

THIS TRUST AGREEMENT is executed on the date set forth below to be effective as of January 1, 2008, by AMANDA HURST OCHSE, as grantor, (the "Grantor") and WILLIAM W. OCHSE III, as trustee, (the "Trustee") on the following terms and conditions:

Article I

TRUST PROPERTY

1.1 Initial Trust Property. The Grantor, desiring to establish a trust for the benefit of her son, her son's descendants, and her son's spouse, has simultaneously with the execution of this trust agreement, delivered to the Trustee those assets described on Exhibit "A" attached hereto, the receipt of which is hereby acknowledged, which the Trustee agrees to hold in trust subject to the following terms, conditions and purposes (as well as continuing successive trusts being collectively referred to as the "WILLIAM W. OCHSE III FAMILY 2008 TRUST").

1.2 Additions to Trust. The Grantor, or any other person, may at any time and from time to time increase the principal of the trust by adding thereto cash, securities, or other property. Additions to the trust shall be subject to the willingness of the Trustee to accept them. Upon acceptance, the additions shall be held according to the terms of this agreement in the same manner and to the same extent as if they had been delivered to the Trustee by the Grantor as part of the principal of the trust estate at the time of the execution of this trust agreement. Additional funds or properties may also be added to this trust estate by the will of the Grantor, or any other person.

Article II

RIGHT OF WITHDRAWAL

The following rights of withdrawal shall exist with respect to contributions to the trusts established herein:

2.1 Right of Withdrawal. Unless the donor of property to a trust established herein specifically notifies the Trustee to the contrary at the time of such contribution, any contribution

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to such trust (including the original contribution by the Grantor) shall be subject to a right of withdrawal by each member of the class composed of the primary beneficiary of such trust, the then living descendants of such primary beneficiary and the spouse of such primary beneficiary. By notification to the Trustee in writing at the time of a contribution, the donor of property to a trust may withhold, limit, or modify the terms and conditions of the right of withdrawal with regard to that particular contribution. This right of withdrawal takes precedence over any other power or discretion granted the Trustee or any other person. (A person holding a right of withdrawal over property contributed to a trust established herein shall hereinafter be referred to as a "Power Holder" with respect to such contribution.)

2.2 Determination of Amount. Immediately following any contribution to a trust established herein, each Power Holder with respect to such contribution shall have the right to withdraw an amount equal to a proportionate share of such contribution. Such proportionate share will be the amount of such contribution, divided by the number of Power Holders living at the time of the contribution; provided, however, that the total withdrawals by any Power Holder for any calendar year cannot exceed in value the lesser of (i) the amount of the annual gift exclusion (under Section 2503(b) of the Internal Revenue Code), then available to the donor of the property (and the donor's spouse, if gift splitting under Section 2513 of the Internal Revenue Code will be elected in full) with respect to such Power Holder, or (ii) the maximum amount which will not be considered a release of a power of appointment under Section 2514(e) of the Internal Revenue Code at the time of the transfer. If any of the Power Holders demand and receive a distribution in excess of the amount he or she is authorized to receive under this paragraph, the Trustee shall immediately notify such Power Holder in writing, requiring the prompt repayment of such excess amount.

2.3 Procedural Requirements. With respect to the rights of withdrawal created under this article, the following rules shall apply:

A. Notification. The Trustee must reasonably notify each Power Holder of the existence of his or her right of withdrawal and of any contributions made to a trust that are subject to the right. The extent of the notice and the frequency with which additional notice is given shall be whatever is reasonable and sufficient so

that the Power Holder could easily exercise the withdrawal power if in the least so inclined. The sufficiency of the notice shall depend on the circumstances, including the length of the withdrawal period to which the right relates, the ease with which the right may be exercised, and the knowledge that is required in order for the Power Holder to effect the withdrawal.

B. Designation of Representative. If a Power Holder is unable to exercise this right of withdrawal because of a legal disability, his or her legally authorized personal representative, including (but not limited to) a parent (but only if such parent is not the donor of the contribution), guardian, committee, or conservator, may make the demand on his or her behalf, and if there be no such legally authorized personal representative, the Trustee will designate an appropriate adult individual who may make the demand on his or her behalf.

C. Exercise of Rights of Withdrawal. In order to exercise this right of withdrawal, the Power Holder must deliver a written request to the Trustee within 30 calendar days following receipt of notice of such gift and right of withdrawal.

D. Term of Rights of Withdrawal. The rights of withdrawal created under this article are all noncumulative and lapse 30 calendar days following the date of the receipt of the notice to which such rights relate. No payment may be made subsequent to the lapse of a Power Holder's withdrawal right.

E. Distribution. The Trustee may satisfy any demand under this article for a distribution by distributing cash, other assets, or fractional interests in other assets, as the Trustee deems appropriate.

F. Contribution. The term "contribution" means any cash or other assets transferred to the Trustee to be held as part of the trust funds. The term "contribution" shall not include a testamentary transfer or the payment to the trust of proceeds of a life insurance policy. The amount of any contribution is its federal gift tax value, as determined by the Trustee at the time of the transfer.

Article III
DISPOSITION OF TRUSTS

The property held in trust under this trust agreement shall be administered and distributed as follows:

3.1 Distributions during Lifetime of WILLIAM W. OCHSE III. Until the death of WILLIAM W. OCHSE III, who is the primary beneficiary of this trust, the Trustee shall distribute the income and principal as follows:

A. Distributions of Income and Principal. The Trustee is authorized and directed to distribute to or for the benefit of the primary beneficiary, the primary beneficiary's descendants and the primary beneficiary's spouse, out of the income, and if income is insufficient, out of the principal of such trust from time to time such sums as are reasonably needed for their health, including medical, dental, hospital, and nursing expenses, and expenses of invalidism, and such sums as are reasonably needed for their education, maintenance and support in their accustomed manner of living. In determining the amounts to be distributed to or for the benefit of the beneficiaries, the Trustee shall take into consideration such other income or means of support known to the Trustee that they are entitled to receive, but not their capital resources. There shall be no requirement that the same amount be distributed to or for the benefit of the beneficiaries. In making distributions under this paragraph, the Trustee shall first make distributions to provide for the primary beneficiary, then for the primary beneficiary's descendants.

B. Non-General Inter Vivos Power of Appointment The primary beneficiary shall have the power, at any time and from time to time (by specific reference to this power in an instrument in writing executed by him), to appoint all or a part of the corpus of the trust to or for the benefit of any one or more of the class composed of the Grantor's descendants (other than the primary beneficiary himself) and the primary beneficiary's spouse, in such proportions and subject to

such terms, trusts and conditions as the primary beneficiary may direct; provided, however, except as otherwise provided herein, that the primary beneficiary shall not have the power to appoint the principal or any accumulated income of this trust to his estate, his creditors, or the creditors of his estate.

C. Testamentary Power of Appointment. The primary beneficiary shall have the power exercisable alone, at any time and in all events (by specific reference to this power in his will), to appoint all or any part of the corpus of this trust to or for the benefit of any one or more of the class composed of the Grantor's descendants (other than the primary beneficiary himself) and the primary beneficiary's spouse, in such proportions and subject to such terms, trusts and conditions as the primary beneficiary may direct in his will; provided, however, except as otherwise provided herein, that the primary beneficiary shall not have the power to appoint the principal or any accumulated income of this trust to his estate, his creditors, or the creditors of his estate.

D. Termination of Trust. This trust shall terminate upon the death of the primary beneficiary. Upon termination of this trust, after paying the expenses of the trust, the Trustee shall distribute the assets remaining in the trust to such persons, in such shares, as the primary beneficiary shall appoint by his will as provided in Paragraph 3.1.C hereof. In default of such appointment, the property remaining in such trust shall be divided and set apart by the Trustee for the primary beneficiary's then living descendants, per stirpes, if any; and if none, for the Grantor's then living descendants, per stirpes, determined as if the Grantor had died on the date of the primary beneficiary's death. The separate share for the benefit of each such person shall constitute the property of a separate trust for such person as the primary beneficiary thereof to be administered and distributed under the provisions of Paragraph 3.2 hereof.

3.2 Trusts for Descendants of WILLIAM W. OCHSE III. As to each trust to be administered under the provisions of this paragraph, the Trustee shall distribute the income and principal as follows:

A. Distributions of Income and Principal. The Trustee is authorized and directed to distribute to or for the benefit of the primary beneficiary and the primary beneficiary's descendants out of the income, and if income is insufficient out of the principal of such trust from time to time such sums as are reasonably needed for their health, including medical, dental, hospital, and nursing expenses, and expenses of invalidism, and such sums as are reasonably needed for their education, maintenance and support in their accustomed manner of living. In determining the amounts to be distributed to or for the benefit of the beneficiaries, the Trustee shall take into consideration such other income or means of support known to the Trustee that they are entitled to receive, but not their capital resources. There shall be no requirement that the same amount be distributed to or for the benefit of the beneficiaries. In making distributions under this paragraph, the Trustee shall first make distributions to provide for the primary beneficiary, then for the primary beneficiary's descendants.

B. Non-General Inter Vivos Power of Appointment The primary beneficiary shall have the power, at any time and from time to time (by specific reference to this power in an instrument in writing executed by him or her), to appoint all or a part of the corpus of this trust to or for the benefit of any one or more of the Grantor's descendants (other than the primary beneficiary himself or herself), in such proportions and subject to such terms, trusts and conditions as he or she may direct, provided, however, except as otherwise provided herein, that the primary beneficiary shall not have the power to appoint the principal or any accumulated income of this trust to his or her estate, his or her creditors, or the creditors of his or her estate.

C. Testamentary Power of Appointment The primary beneficiary shall have the power exercisable alone, at any time and in all events (by specific reference to this power in his or her will), to appoint all or any part of the corpus of this trust to or for the benefit of any one or more of the Grantor's descendants (other than the primary beneficiary himself or herself), in such proportions and subject to such

terms, trusts and conditions as the primary beneficiary may direct in his or her will; provided, however, except as otherwise provided herein, that the primary beneficiary shall not have the power to appoint the principal or any accumulated income of this trust to his or her estate, his or her creditors, or the creditors of his or her estate.

D. Distribution upon Death of Beneficiary. Upon the death of the primary beneficiary, after paying the expenses of the trust, the Trustee shall distribute the assets remaining in the trust to such persons, in such shares, as the primary beneficiary shall appoint by his or her will as provided in Paragraph 3.2.C hereof. In default of such appointment, the property remaining in such trust shall be divided and set apart by the Trustee for the primary beneficiary's then living descendants, per stirpes, if any; or if none, for the then living descendants, per stirpes, of the primary beneficiary's closest lineal ascendant, who has descendants then living, and who is a descendant of the Grantor, determined as if such ascendant died on the date of the primary beneficiary's death, if any; or if none, for the Grantor's then living descendants, per stirpes, determined as if the Grantor had died on the date of the primary beneficiary's death. The separate share for the benefit of each such person shall constitute the property of a separate trust for such person as the primary beneficiary thereof to be administered and distributed under the provisions of this Paragraph 3.2. If, however, any property would pass under this Paragraph 3.2.D to any person who is the beneficiary of an existing trust administered and distributed under this Paragraph 3.2, that property instead may be retained by the trustee and added to the properties of such existing trust to be administered and distributed according to the provisions thereof.

Article IV.

GENERAL PROVISIONS

The following provisions shall be applicable to all trusts established herein:

4.1 Bond. Each trustee shall serve without bond or other security.

4.2 Consolidation of Trusts. If there are in existence at any time one or more trusts established hereunder, under the will of the Grantor, or by the Grantor under any other trust agreement, containing substantially the same provisions as provided for in other trusts established hereunder, and providing for the same beneficiaries, the Trustee is authorized to consolidate such trusts to the extent the Trustee may deem such action to be in the best interest of the beneficiaries and the trust estates; provided, however, that two or more trusts may be combined even if their respective provisions relating to their termination consistent with the applicable Rule Against Perpetuities differ, but the termination provision providing for the earliest termination date shall control; provided further, that a trust with an inclusion ratio of zero for generation-skipping transfer tax purposes shall be merged only with another trust with an inclusion ratio of zero for generation-skipping transfer tax purposes if, and only if, after such merger, the resulting trust has an inclusion ratio of zero for generation-skipping transfer tax purposes under applicable law existing at the time of such merger.

4.3 Spendthrift Provision. Except as otherwise provided herein, each trust created hereunder shall be a spendthrift trust. Each beneficiary of a trust is hereby restrained from anticipating, encumbering, alienating or in any other manner assigning or disposing of his or her interest in either principal or income of such trust estate and is without power to do so; nor shall such interest be subject to his or her liabilities or obligations or to judgment, garnishment or other legal process, or bankruptcy proceedings, or any claims of creditors or other parties.

4.4 Perpetuity Savings Provision. Anything herein to the contrary notwithstanding, the final termination of all trusts created hereunder shall be upon the expiration of the period of the applicable Rule Against Perpetuities, determined using as measuring lives the descendants of the Grantor's parents who are living at the time of the execution of this trust agreement; and upon the expiration of such period, all trusts shall terminate and the assets of each trust shall be distributed outright to such persons as are then entitled to the income therefrom and in the same proportions; but if no person is then entitled to a specific portion of income, then in equal portions to the then living income beneficiaries.

4.5 Trust Distribution. The property interests funding and distributed from the trusts established hereunder include not only the principal but also the income earned by that principal.

Accordingly, the Grantor intends that any property distributed to or for a beneficiary (whether from the principal of any trust established hereunder, or from income earned by the trust) shall be the separate property of the beneficiary.

4.6 Obligations Not Discharged No trustee shall have the power to make a distribution or participate in making the decision to make a distribution that would discharge a legal or contractual obligation of such fiduciary.

4.7 Powers of Appointment Notwithstanding anything herein to the contrary, as to any trust (i) which has an inclusion ratio other than zero for federal generation-skipping transfer tax purposes and (ii) over which a beneficiary has a testamentary power of appointment over the trust property, if any such beneficiary's descendants are living upon such beneficiary's death and distribution of such trust property to his or her descendants upon his or her death would result in imposition of a federal generation-skipping transfer tax (assuming no power of appointment had been granted to such beneficiary), such beneficiary may exercise such power of appointment in favor of his or her estate.

4.8 Irrevocability This trusts established hereunder are irrevocable, and may not be modified, amended or revoked by the Grantor.

Article V.

SUCCESSOR TRUSTEES

5.1 Trustee of Trust for WILLIAM W. OCHSE III and WILLIAM W. OCHSE III's Descendants The initial trustee of the trust administered under the provisions of Paragraph 3.1 hereof shall be WILLIAM W. OCHSE III. If he ceases or fails to serve as trustee, the Grantor appoints CYNTHIA CADWALLADER OCHSE and JACK C. HEBDON, JR., successively and not jointly, as successor trustee.

5.2 Trustee of Trusts for Descendants of WILLIAM W. OCHSE III In connection with each of the trusts administered under the provisions of Paragraph 3.2 hereof, the initial trustee of each such trust shall be CYNTHIA CADWALLADER OCHSE and JACK C. HEBDON, JR.; provided, however, that each of the Grantor's descendants who is a beneficiary of each such trust and who has the legal capacity to act shall serve as sole trustee of his or her own trust upon attaining the

age of thirty-five years. The beneficiary shall assume the duties of trustee upon giving written notification to the then serving trustee, who shall at that time resign.

5.3 Appointment of Trustees. Notwithstanding the foregoing provisions of this article, the trustee of any trust established herein who is a beneficiary of such trust shall have the power to appoint or provide for the trustee or trustees of that trust upon or after his or her failing or ceasing to serve as to that trust, and the power to appoint or provide for the trustee or trustees of any trusts created from the trust properties of that trust after the termination of such trust (but such trustee shall have no power to determine the trustee or trustees of any other trust, including any other then existing trust administered under this trust agreement that receives additional properties because of such termination). This power can be exercised by a written statement in a form that could be recorded in the real property records of the trustee's residence or by provisions in such trustee's will. Any such instrument may be revoked or amended by such trustee in like manner prior to the time it becomes effective. Under this power, he or she can, as to each such trust, appoint or provide for trustees throughout the term of that trust to the same extent as the Grantor could have done so herein. Specifically and without limitation, he or she can provide as to each such trust for trustees to serve jointly, a succession of trustees, the removal of trustees, the appointment of trustees by others or other means, and compensation not in excess of fair and reasonable amounts; and he or she can in like manner transfer to another or others all or any part of this power. Subject to such trustee's powers described herein, if the situation ever arises where a trust is without a trustee, the appointment of a successor trustee shall be determined by the foregoing provisions of this article, and if the provisions of this article do not provide for a successor trustee, then CYNTHIA CADWALLADER OCHSE and JACK C. HEDDON, JR., shall serve, successively and not jointly, as successor trustee.

5.4 Replacement of Corporate Trustee. If a corporate fiduciary is serving as trustee, the current permissible income beneficiary of the trust shall have the authority to remove and appoint a successor to that corporate fiduciary, but not more often than twice during any five year period, by appointing another corporate fiduciary with trust powers as successor trustee of such trust. If a then current permissible income beneficiary is a minor, the parent or legal guardian of such minor beneficiary shall have the right to make such removal and appointment

on behalf of such minor beneficiary. The substitution of a successor trustee may be obtained by the following:

A. A written statement of the proposed successor trustee in a form that could be recorded in the real property records of the county in which the proposed successor trustee resides stating the proposed successor's willingness to serve as successor trustee; and

B. A written statement in a form that could be recorded in the real property records of the county in which the proposed successor trustee resides signed by the current permissible income beneficiary, or his or her parent or legal guardian, filed with the then serving Trustee stating a desire to make such substitution, which shall be effective at such time and upon such conditions as specified in the written statement.

5.5 Resignation of Trustee. A trustee shall have the right to resign, with or without cause, from office as trustee. At least thirty days prior to the date of such resignation or such lesser period of time to which every continuing and immediate successor trustee may consent, the resigning trustee shall give written notice thereof by certified mail, return receipt requested, to the successor trustee, and to those adult individuals who could receive income distributions from the trust from which such trustee is resigning. Notice shall be deemed to be sufficiently given if it specifies the effective time and date of resignation, and if it is in a form that could be recorded in the real property records of the county in which the successor trustee resides. Upon any such resignation, the resigning trustee shall render such accounting as shall be requested in writing by the successor trustee.

5.6 Trustee Vacancy. If any trust established herein shall have no trustee then serving and there is no other provision herein for the appointment of a successor trustee, the current income beneficiary of the trust, and if any such beneficiary is a minor, the parent or legal guardian of such minor, shall have the power to appoint any corporate fiduciary as the successor trustee. Such power shall be exercised in a written statement in a form that could be recorded in the real property records of the county in which the successor trustee resides, and which

identifies this power, identifies the successor trustee, contains an acceptance of office by such successor trustee, and identifies the effective time and date of such succession.

5.7 Manner of Succession. Each successor trustee shall assume his or her duties as trustee, upon filing an affidavit reciting the facts establishing his or her right to serve as successor trustee, in the real property records of the county in which the successor trustee resides. Any party dealing with such trustee shall be entitled to rely conclusively upon the facts stated in such affidavit. No successor trustee shall be required to make application to any court to accept the office of trustee.

5.8 Successor's Authority. A successor trustee shall have all of the title, powers, and discretion granted to the original trustee without court order or act of transfer.

Article VI.

POWERS OF TRUSTEES

~~Each trustee administering a trust established hereunder shall have the following~~
authorities, powers, rights, discretions and immunities:

6.1 The Trustee is authorized and empowered to receive, take, and hold any and all property delivered to the Trustee under the terms of this trust agreement, and to manage, control, and administer the same in accordance with the provisions hereof, and to collect, receive, and receipt for the revenues, rents, issues, profits, and income of the trust estate or estates.

6.2 Any provisions of law to the contrary notwithstanding, the Trustee shall have full power and authority to retain any property (whether consisting of interests in closely-held businesses, corporations, partnerships, and/or joint ventures, stocks, bonds, insurance policies, annuity contracts, oil, gas, and all other mineral interests, or of any other type of personal or real property (including shares in C. H. Guenther & Son Inc. stock)) contributed to this trust and to invest, reinvest, purchase, sell, exchange or otherwise acquire or dispose of any and all kinds of property, real and/or personal (including insurance policies, annuity contracts and any other policies or contracts under which death benefits may be made payable to the Trustee or to a beneficiary of any trust created hereunder, as well as property which is unproductive of income or property which is unproductive of income), whether similar or dissimilar, without

regard to the proportion such property or property of a similar character so retained, purchased, sold, exchanged or otherwise acquired or disposed of may bear to the entire amount of the trust estate or estates, and whether or not such property is of the class in which trustees generally are authorized to invest by law or rule of court or by the terms of this trust agreement, but for this provision and without liability for loss resulting from such retention, investment, reinvestment, purchase, sale, exchange, or other acquisition or disposition of such properties.

6.3 Any provisions of law to the contrary notwithstanding, the Trustee shall have full power and authority to buy, sell, or lease any trust property, or to loan or borrow money at any time and in any amount from time to time for the benefit of the trust estate or estates, to or from any person, trust, estate, firm, or corporation, including any adult beneficiary of any trust estate, and including any trust or trust estates created by the Grantor during her lifetime, or created by the Grantor's husband during his lifetime or by his Will, and including the testamentary estate of the Grantor's husband, irrespective of and notwithstanding the fact that a trustee of such trust or trust estate is also then serving as a Trustee hereunder, and irrespective of and notwithstanding the fact that the executor of such testamentary estate is also then serving as a Trustee hereunder, and to borrow from any bank or trust company (including the corporate Trustee itself or an affiliate bank or trust company of such corporate Trustee) and to secure the loan or loans by pledge, deed of trust mortgage, or other encumbrance on the assets of the trust estate or trust estates, and from time to time to renew such loans and give additional security. In the event the Trustee shall lend funds from a trust to a beneficiary hereunder as provided above, then, in the Trustee's sole discretion, such loan may be without interest and without collateral and, if without collateral, shall be in an amount not exceeding the beneficial interest of such beneficiary in the corpus of his or her trust.

6.4 The Trustee is authorized and empowered to continue to own, operate and/or invest in any closely-held business and/or corporation and/or partnership and/or joint venture owned by the Grantor or in which the Grantor may own an interest at the time of her death, and to do any and all things deemed necessary by the Trustee, including the right to become or remain a partner or shareholder in such business, corporation, partnership or joint venture, or to incorporate such business, partnership or joint venture, or put in additional capital, for such

length of time as the Trustee shall deem advisable, and to close out and liquidate or sell such business, corporation, partnership or joint venture interest, or any subsidiary or other affiliate thereof, upon such terms as the Trustee shall deem best. The Grantor recognizes that the Grantor's husband and the Grantor may own any such business, corporation, partnership, or joint venture as community property at the time of the Grantor's death or that any other individual Trustee may own an interest in any such business, corporation, partnership or joint venture at the time of the Grantor's death, and therefore, each Trustee is authorized and empowered to deal with himself or herself, in his or her individual capacity, in connection with such business, corporation, partnership or joint venture to the same extent as if he or she were an unrelated shareholder, partner or joint venturer. The Trustee is further authorized and empowered to employ himself or herself, in his or her individual capacity, as an employee of any such business, corporation, partnership or joint venture, or any subsidiary or other affiliate thereof, and to pay himself or herself, in his or her individual capacity, a reasonable compensation for his or her services, and to vote shares of any such corporation for the election of himself or herself, in his or her individual capacity, as an officer and/or director of such corporation or a subsidiary or other affiliate thereof, even though he or she may be serving as a Trustee hereunder.

6.5 The Trustee is authorized and empowered to employ attorneys, accountants, appraisers, tax and investment consultants, agents, and brokers, at any time and from time to time, in the Trustee's sole discretion; to pay for such services out of trust income and/or corpus; and to rely upon information or advice furnished by such professionals, experts, or agents.

6.6 The Trustee, in the Trustee's discretion, is authorized and empowered to make division or distribution in cash or in kind, or partly in cash and partly in kind, including securities, real property, and undivided interests in real or personal property, making the necessary equalizations in cash, at values to be determined by the Trustee, whose decision as to values, made in good faith, shall be binding and conclusive on all parties at interest.

6.7 The Trustee shall keep the records and books of account of each trust open to the inspection of the then current income beneficiary thereof at all reasonable times; and shall render annual unaudited statements of the administration of each trust to the then current income beneficiary thereof, provided, however, if a then current income beneficiary is then a minor, the

parent or legal guardian of such minor shall have the right to the inspection of such records and books and the Trustee shall render such annual statements to the parent or legal guardian of such minor.

6.8 The Trustee is authorized and empowered to determine with finality as to each item of money or other thing of value held or received by the Trustee, whether and to what extent the same shall be deemed to be corpus or to be income, including, without limitation, amounts received as delay rentals, royalties, overriding royalties, working interest payments or otherwise in connection with the lease and/or sale of oil, gas, minerals, and other natural resources, and as to each charge or expense paid by the Trustee, whether and to what extent the same shall be charged against corpus or against income, including, without hereby limiting the generality of the foregoing language, power to apportion any receipt or disbursement between corpus and income, power to apportion any depletion deduction allowable for federal or state income tax purposes between corpus and income, and to determine what part, if any, of income is available for distribution according to the terms hereof and what part, if any, of the actual income received upon a wasting investment should be allocated to corpus; to determine what payment, if any, should be made to any income beneficiary as compensation for losses of income due to the acquisition or retention of property returning no income or slight income and to set up such reserves out of corpus or as the Trustee shall think fit. The provisions of this paragraph shall apply to amounts received and expended during each fiscal year of a trust; however, any amount allocated as corpus at the end of a trust fiscal year shall not be reallocated as income following the close of that trust fiscal year.

6.9 The Trustee shall maintain for each such trust created hereunder a correct and accurate and separate account as to all of the corpus, income, and expenses of each such trust, and shall install and maintain for this purpose throughout the existence of each such trust, an adequate system of bookkeeping and accounting; provided, however, that nothing herein shall be construed to prevent the various Trustees from investing, reinvesting, and holding for two or more trusts hereunder undivided interests in the same property, and they are authorized and empowered to invest, reinvest and hold for two or more trusts hereunder undivided interests in the same property, and as between two or more trusts hereunder to make sales, exchanges, and

transfers in cash or in kind, or partly in cash and partly in kind, including securities, real property, and undivided interests in real or personal property, making the necessary equalizations in cash, at values to be determined by the Trustees, whose decision as to values shall be binding and conclusive on all parties at interest.

6.10 Each individual Trustee may elect to receive a reasonable fee considering the time required of him or her in the administration of the trusts and the responsibilities he or she shall have assumed in the discharge of his or her fiduciary duties; provided, however, that during such time as a trust has multiple Trustees, their aggregate fees in any year shall not exceed the fee to which a corporate Trustee would be entitled if then serving. An individual Trustee may delegate to any person or persons, bank or other institution possessing trust powers, by agency agreement or otherwise, any one or more of the following administrative functions: custody and safekeeping of assets; record keeping and accounting, including accounting reports to the beneficiary; and/or investment authority. The expense of such agency or other arrangement shall be paid as an expense of administration of the trust. During such time as a corporate Trustee may be serving, it shall be entitled to receive a fee for its services as Trustee in accordance with its standard schedule of compensation in effect at the time such services are performed. Each Trustee shall be entitled to reimbursement of all reasonable expenses, advances, fees (including attorney's or accountant's fees), and disbursements made or incurred in the administration of the trust.

6.11 Expenditures or distributions of income and/or corpus authorized elsewhere herein, either during the term of any trust hereunder or upon termination of any such trust, may be made, in the sole discretion of the Trustee, in any of the following ways:

- A. Directly to such beneficiary;
- B. To the guardian of such beneficiary's person or estate;
- C. If such beneficiary is under a legal disability or if the Trustee determines that such beneficiary is unable to properly manage his or her affairs, to a person (even if such person is not the legal guardian), organization, or institution furnishing support, maintenance, or education for such beneficiary or with whom the beneficiary is residing, for expenditure on such beneficiary's behalf;

D. To a checking or savings account in the name of such beneficiary alone or together with any other person or persons;

E. By disbursing same to the trustee of another trust, whether now existing or hereafter created by any person, of which such beneficiary is a beneficiary; provided, however, that corpus distributions from a trust with an inclusion ratio of zero (0) for generation-skipping transfer tax purposes shall be made only to another trust with an inclusion ratio of zero (0) for generation-skipping transfer tax purposes if, and only if, such distribution does not change the zero (0) inclusion ratio of the trust to which the distribution is made under the law existing at the time of such distribution;

F. If such beneficiary is a minor, to a custodian for such beneficiary, as designated by the Trustee, under the Texas Uniform Transfers To Minors Act, or under the Uniform Transfers To Minors Act, then applicable, of the state of such minor's residence; or

G. Alternatively, the Trustee may utilize all or a part of the expenditure or distribution, without the interposition of a guardian, for the health, education, maintenance, or support of such beneficiary.

Payments in any of such ways shall be considered for all purposes as a distribution to such beneficiary and shall relieve the Trustee of any further responsibility therefor.

6.12 When a distribution is to be made to a beneficiary hereunder, the Trustee shall give such beneficiary the right to defer accepting such distribution, or any part thereof. Unless such beneficiary and the Trustee otherwise agree, such deferred distribution shall remain in trust thereafter, except that such beneficiary, who by exercising such right elects to be governed by this paragraph, shall have the option annually on his or her birthday, by giving the Trustee thirty (30) days' advance written notice, to request a distribution of such deferred distribution, or any part thereof, which is subject to this paragraph.

6.13 The Trustee shall have the power to permit any beneficiary having an interest in the income of a trust existing hereunder to occupy any real property forming a part of the corpus of such trust upon such terms as the Trustee shall deem proper, whether rent free or in

consideration of the payment of rent, taxes, insurance, maintenance and ordinary repairs, or otherwise.

6.14 No Trustee hereunder shall ever be required to give any bond or security for the faithful performance of the trust or trusts hereunder, nor be required to give any bond or security by reason of the provisions of the Texas Trust Code, as the same is presently or may hereafter be constituted.

6.15 No Trustee shall be liable to any beneficiary, any remaindermen, or any other person for any default, failure, or neglect in connection with the execution of any trust, or for any loss occasioned by error of judgment; provided that said acts or omissions do not constitute actual fraud, embezzlement, willful breach of trust, or bad faith, and said acts are not intentionally adverse to a beneficiary or show reckless indifference to the interest of a beneficiary, and no Trustee shall in any manner be personally liable for any debt or liability incurred in the management of the trust or the trusts.

6.16 Whenever any discretion conferred upon a Trustee hereunder shall have been exercised in good faith, such exercise shall be binding and conclusive on all parties in interest.

6.17 The situs of the administration of each trust created hereunder shall be and is hereby fixed in the State of Texas, and each such trust shall be a Texas trust and shall in all respects be governed by the laws of the State of Texas, without giving effect to its conflicts of laws principles.

6.18 The Trustee shall have, except as otherwise expressly provided herein, all of the rights, powers, duties and responsibilities conferred upon trustees by the Texas Trust Code as the same is constituted on the date of execution of this trust agreement, and as the same may be hereafter amended to enlarge the rights, powers, duties, and responsibilities conferred upon trustees; provided, however, that the provisions of this instrument shall govern whenever in conflict with the provisions of such Code; and provided, further, that an individual Trustee is expressly relieved from the restrictions imposed by the provisions of Sections 113.052 (restricting the loan of trust funds to the Trustee), 113.053 (restricting the purchase or sale of trust property by the Trustee), and 113.054 (restricting the sale from one trust to another), of said Code and any other similar restrictions imposed by statute, rule of law, or otherwise, inconsistent

with the provisions hereof, and a corporate Trustee, if serving, shall be relieved from the restrictions imposed by the provisions of Section 113.054 (restricting the sale from one trust to another) and 113.057 (restricting deposits by the corporate Trustee with itself) of said Code and any other similar restrictions imposed by statute, rule of law, or otherwise, inconsistent with the provisions hereof.

6.19 The corporate Trustee is authorized to deposit trust funds in checking or savings accounts or in certificates of deposit or savings certificates in such corporate Trustee bank itself or any affiliate bank of such corporate Trustee, for any period of time, and is authorized to invest in any common trust funds operated by it or an affiliate bank or trust company. The corporate Trustee is further expressly empowered to deal with any other trust or trusts of which it or an affiliate bank or trust company may be Trustee, and for said trust or trusts and any trust created hereunder to invest, reinvest, and hold undivided interests in the same property and as between said trust or trusts and any trust created hereunder to make sales, exchanges, transfers in cash or in kind, or partly in cash and partly in kind, including securities, real property, and undivided interests in real or personal property.

6.20 The foregoing specific rights and powers are set forth by way of amplification and not by way of limitation, and, except as otherwise expressly limited herein, the Trustee shall have, all and singular, all other rights, powers, duties, and privileges which may be reasonably proper, necessary, or incident to the carrying out of any trust hereunder, whether herein specifically enumerated or not, it being declared to be the intention hereof that the Trustee, subject always to the discharge of his, her, or its fiduciary obligations, shall have full, complete and plenary powers in carrying out any such trust in accordance with the provisions hereof, and this trust agreement shall be given a broad, liberal and comprehensive construction and interpretation in order that the Trustee shall be clothed with all of the rights, powers, and authorities reasonably necessary or proper in carrying out any such trust.

Article VII
POWER TO SUBSTITUTE PROPERTY

7.1 Substitutor. The Grantor appoints herself as the Substitutor. The Substitutor shall have the power while the Grantor is living, acting solely in a nonfiduciary capacity within the meaning of Section 675(4)(C) of the Internal Revenue Code, without the approval or consent of any person, including the Trustee, to reacquire the assets of any trust established under this trust agreement by substituting property of an equivalent value therefor. The Grantor directs that this power is not assignable, and any attempted assignment will make this power void. The Substitutor may at any time until his/her death release such power by delivery of an acknowledged instrument in writing to the Trustee. Without reducing or eliminating the fiduciary duties imposed upon the Trustee acting hereunder under the terms of this instrument or applicable law, the Trustee shall ensure the Substitutor's compliance with the terms of this power by being satisfied that the properties acquired and substituted by the Substitutor are in fact of equivalent value within the meaning of Rev. Rul. 2008-22; further, this power to substitute property shall not be exercised in a manner that may shift benefits among the trust beneficiaries within the meaning of Rev. Rul. 2008-22; without limiting the foregoing prohibition upon shifting benefits among trust beneficiaries, the Trustee shall have the power to reinvest the trust corpus and a duty of impartiality with respect to the trust beneficiaries at all times while this power of substitution is in effect, within the meaning of Rev. Rul. 2008-22.

7.2 No Reimbursement for Taxable Income. Notwithstanding any provision of state law to the contrary, the Trustee shall not reimburse the Grantor for trust income taxable to the Grantor pursuant to Sections 671-679 of the Internal Revenue Code.

Article VIII
S CORPORATION STOCK

It is the Grantor's intention that each of the trusts created under this instrument be treated initially as a grantor trust pursuant to the provisions of Sections 671-679 of the Internal Revenue Code. Notwithstanding anything herein to the contrary, during such time that a trust (the

"Original Trust") holds any stock in an S Corporation (as defined in Section 1361(a) of the Internal Revenue Code; "S Corporation Stock") and is not treated as wholly owned by the Grantor for federal income tax purposes (as set forth in Sections 671-679 of the Internal Revenue Code), then if no interest in the Original Trust has been transferred in such a manner that in the hands of the transferee it will be deemed to have been acquired by purchase (as such term is defined in Section 1361(e)(1)(C) of the Internal Revenue Code), the Trustee shall transfer such S Corporation Stock to a separate trust (the "S Corporation Trust") having the same terms (except as provided below) as the Original Trust. As to the S Corporation Trust, the Trustee shall take the actions necessary to cause such S Corporation Trust to be treated as an Electing Small Business Trust ("ESBT") under Section 1361(c) of the Internal Revenue Code, and the following provisions shall control over any contrary provisions governing such S Corporation Trust:

8.1 The S Corporation Trust shall not have as a beneficiary any person other than an individual, an estate, an organization described in paragraph (2), (3), (4), or (5) of Section 170(c) of the Internal Revenue Code, an organization described in Section 170(c)(1) of the Internal Revenue Code which holds a contingent interest in such S Corporation Trust and is not a potential current beneficiary (as defined in Section 1361(e) of the Internal Revenue Code), or any person or entity that under the applicable provisions of the Internal Revenue Code can be a beneficiary of an ESBT;

8.2 No interest in the S Corporation Trust may be transferred in such a manner that in the hands of the transferee it will be deemed to have been acquired by purchase as such term is defined in Section 1361(e)(1)(C) of the Internal Revenue Code;

8.3 The Trustee shall make an election under Section 1361(c) of the Internal Revenue Code as to the S Corporation Trust in the manner and within the time required by such Section;

8.4 No trustee of the S Corporation Trust shall be a foreign trustee;

8.5 The Trustee shall take no action that would cause the S Corporation Trust to be classified as a foreign trust;

8.6 In the event that any other requirements are imposed on the S Corporation Trust by Section 1361(c) of the Internal Revenue Code in order to make the S Corporation Trust

eligible for treatment as an ESBT, the S Corporation Trust shall meet such other requirements, and

8.7 Any provisions of this trust agreement applying to the S Corporation Trust which may conflict with or fail to meet the requirements of Section 1361 with regard to an ESBT shall either be disregarded or else shall be reconciled, reformed, or simplified to ensure that such requirements are met.

Article IX

MISCELLANEOUS

The following definitions and provisions are given as assistance in connection with the construction and interpretation of this trust:

9.1 Survival. A requirement that a beneficiary "survive" a person's death or some other event or be "surviving" or "living" shall be interpreted to mean "survival by at least thirty days." This thirty day period shall begin at 12:01 a.m. of the day immediately following the death or event and shall end at 12:00 midnight of the thirtieth day.

9.2 Adopted Persons. Wherever the terms "children", "issue", "descendants" or words of like import are used or are relevant under this instrument, adopted children, issue, and descendants shall be considered and treated in all respects the same as natural children, issue and descendants, provided that the adoption occurred prior to the adopted person's attaining 18 years of age.

9.3 Per Stirpes. The term "per stirpes", when used with respect to a distribution among a class of beneficiaries, shall mean by representation; that is, the descendants of a deceased person inherit only such portion of the deceased person's estate as the parent through whom they inherit would be entitled to if alive, and the issue of a living ascendant would not take in competition with such ascendant. The per stirpital allocation shall commence with the most senior generation that has a living representative.

9.4 Co-Trustees. The term "Trustee" as used herein shall include "Trustees" and "Co-Trustees" wherever appropriate to the context, and vice versa.

9.5 Internal Revenue Code. As used herein, the term "Internal Revenue Code" shall mean the United States Internal Revenue Code of 1986, as amended, the regulations promulgated thereunder, or the corresponding provision of any subsequent federal tax law, if applicable.

9.6 Gender. Pronouns, nouns and terms as used in this instrument shall include the masculine, feminine, neuter, singular and plural forms thereof wherever appropriate to the context.

9.7 Headings. The headings employed are for reference purposes only and shall not in any way affect the meaning or interpretation of the provisions of this trust agreement.

Article X

ACCEPTANCE OF TRUST

The Trustee, by joining in the execution of this instrument, signifies acceptance of the trust and acknowledges receipt of the assets described on the attached Exhibit "A". The Trustee agrees to hold such assets and any other assets that may be added to this trust for the use and purposes provided herein, and upon termination of this trust, to distribute the assets then remaining in this trust to the parties entitled to receive them according to the terms and provisions of this trust agreement.

EXECUTED this 6th day of May, 2008.

GRANTOR:

Amanda H. Ochse
AMANDA HURST OCHSE

TRUSTEE:

William W. Ochse III
WILLIAM W. OCHSE III

STATE OF TEXAS

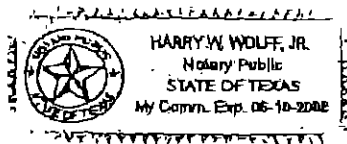
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COUNTY OF BEXAR

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This instrument was acknowledged before me on this 6th day of May, 2008, by
AMANDA HURST OCHSE.



H. W. Wolff, Jr.
Notary Public, State of Texas

STATE OF TEXAS

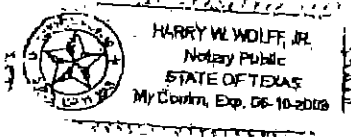
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COUNTY OF BEXAR

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This instrument was acknowledged before me on this 6th day of May, 2008, by
WILLIAM W. OCHSE III as trustee of the WILLIAM W. OCHSE III FAMILY 2008 TRUST.



H. W. Wolff, Jr.
Notary Public, State of Texas

TRUST AGREEMENT

Page 24 of 24

2715661

EXHIBIT "A"

850 shares of C. H. Guenther & Son, Inc. stock.

TRUST AGREEMENT

271361