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	as trustee
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	774 day of NOV. 20/4, personally appeared
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	me as free and voluntary act for the uses and pruposes
therein set fort	ch.
Given under	my hand and seal the day and year above written.
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Notary Public, State of	Onlanema 1

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Kristen Dowell - Washita County Clerk State of Oklahoma

12/29/2014 3:46 pm Page(s) 0496-0519)oc + I-2013-019577 3k 007093 9 D158-D159 Date 12-04-2013 4:27 pm Filins fee \$15.00 Documentary Tax \$0.00 State of Oklahoma County of Comanche Comanche County Clerk Carrie Tubba

MEMORANDUM SELECTION OF SUCCESSOR TRUSTEE to the HERBERT BELTER LIVING TRUST dated June 26, 1992



This Memorandum of Selection of the Successor Trustee to the Herbert Belter Living Trust, dated June 26, 1992 (hereinafter the "Trust") is made and done this 4 day of December 2013, as follows:

WHEREAS paragraph 3 of the Trust Instrument creating the Trust provided for creation of a Residuary Trust for the benefit of Robert Dale Belter upon the death of the Settlor Herbert Belter; and

WHEREAS said provisions further provided that Herbert T. Belter was to serve as Trustee of the Residuary Trust therein created; and

WHEREAS the Settlor Herbert Belter died in 1997, and from the death of the said Herbert Belter until his own death on May 31, 2013, Herbert T. Belter served as Trustee of said Residuary Trust; and

WHEREAS due to the death of Herbert T. Belter it is necessary to designate a Successor Trustee of the Residuary Trust as provided in paragraph 3(b) of the Trust Instrument creating the Trust; and

WHEREAS paragraph 3(b) of the Trust Instrument creating the Trust provided that the Successor Trustee is to be chosen by the a majority of the Settlor's grandchildren;

NOW THEREFOR, be it known by all presents that Herbert T. Belter, Jr., is hereby designated, selected and named as the Successor Trustee of the Residuary Trust, and is vested with all the power and authority granted to said Trustee under the terms of the Trust Instrument creating the Trust.

It witness whereof, we the undersigned, being all of the grandchildren of the Settlor Herbert Belter, do hereby sign our names evidencing our agreement and consent to the selection of Herbert T. Belter, Jr., as Successor Trustee as aforesaid.

Babette Renee Walker

Carol Lynne Nededo

Herbert T. Belter, Jr.

I-2014-005626 Book 1287 Pg: 498 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$ 59.00 Doc: \$ 0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

STATE OF OKLAHOMA) COUNTY OF <u>LUSh ynatch</u> a) ss:	
Subscribed and sworn to before me by 2013.	Babette Renee Walker this 18th day of October
My commission expires:	Notary Public Notary Public
STATE OF OKLAHOMA) COUNTY OF <u>Comande</u>) ss:	
Subscribed and sworn to before me by	Carol Lynne Nededog this <u>23</u> day of <u>October</u> , 2013.
My commission expires: <u>ルが、13,</u> 20}4	Notary Public NOTARY PUBLIC State of Okla. DEVON FERTIG Comm. # 06011086 Expires 11-13-2014
STATE OF OKLAHOMA) COUNTY OF COMANCHE) ss:	
Subscribed and sworn to before me by	Herbert T. Belter, Jr., this day of December, 2013.
My commission expires: ૧૫-૨૧ - ૨અ૧	Notary Public NOTARY PUBLIC State of Oklahoma

TRAVIS THOMAS
Commission # 05009785



STATE OF OKLAHOMA CERTIFICATE OF DEATH

STATE FILE NUMBER

2013-015316

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This is a true and correct copy of the official record on file in the Office of Vital Statistics, Oklahoma City, Oklahoma, certified on the date stamped.



Kelly M. Baker State Registrar Office of Vital Statistics Department of Health

It is in violation of Oklahoma Statutes, Title 63 Section 1-324.1, to "prepare or issue any certificate which purports to be original, certified copy or copy of a certificate of birth, death or stillbirth, except as authorized in this act or rules and regulations adopted under this act."

CERTIFIED COPIES WILL BE PRODUCED ON MULTI-COLOR SECURITY PAPER.

I-2014-005626 Book 1287 Pg: 501 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$ 59.00 Doc: \$ 0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

THE AMENDED AND RESTATED TRUST AGREEMENT

OF THE

HERBERT BELTER LIVING TRUST

In consideration of the mutual covenants of the parties, this Agreement is entered into this

WHEREAS, the Settlor hereto did create the HERBERT BELTER LIVING TRUST by an Agreement entered into the 22nd day of May, 1992, by and between Herbert Belter as Settlor and Herbert Belter and Herbert T. Belter as original Trustees, and the Settlor did transfer certain property through the Trust in trust and,

WHEREAS, Paragraph 1.04 of the said HERBERT BELTER LIVING TRUST provides that the Settlor "may at any time by a duly executed written instrument alter or amend this trust in any manner, provided that the duties and responsibilities of any Trustee shall not be increased without the written consent of such Trustee." and,

WHEREAS, the Settlor now decides to amend said trust in certain respects, and restate said amended trust in its entirety, the said trust is hereby wholly and completely amended and restated to read as follows:

HERBERT BELTER LIVING TRUST

SECTION 1. Recitations and Definitions.

1.01. "Settlor" refers to Hebert Belter. "Trustee" or "it" refers to Herbert Belter and Herbert T. Belter, and to such

I-2014-005626 Book 1287 Pg: 502 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$ 59.00 Doc: \$ 0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

other persons or corporations as may succeed them from time to time as Trustee pursuant to the provisions of Section 6 of this Agreement.

- 1.02. Concurrently with the execution of this document the Settlor, desiring to create an immediate inter vivos trust upon execution hereof, hereby grants, bargains, sells, conveys and assigns to the Trustee the assets listed in the schedule annexed hereto as Schedule A and by specific reference made a part hereof, to have and to hold the same and any cash, securities or other assets, including any accumulated income and any additions made to this trust by assignment or purchase or any provision of the Last Will and Testament of the Settlor, which the Trustee may, pursuant to any of the provisions hereof, at any time hereafter, hold or acquire for the uses and purposes and upon the terms and conditions herein set forth. The receipt of the property set out in Schedule A is hereby acknowledged by the Trustee.
- 1.03. The Trustees may at any time by a duly executed written instrument alter or amend this Trust in any manner, provided that the duties and responsibilities of any Trustee shall not be increased without the written consent of such Trustee. The Trustees may at any time by a duly executed written instrument revoke this Trust in whole or in part, in which event any and all trust property covered by such revocation shall revert to the Settlor, free of trust.
- 1.04. This trust shall be known as the HERBERT BELTER LIVING TRUST.

I-2014-005626 Book 1287 Pg: 503 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$ 59.00 Doc: \$ 0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

1.05. Any reference to "descendant" of the Settlor shall include only legitimate children and descendants of the Settlor, either in being or in gestation at any relevant time.

SECTION 2. Distribution of Income and Principal.

- 2.01. Until such time as a contrary written instruction is given by the Settlor to the Trustee, the Trustee shall pay over to or for the benefit of the Settlor all of the net income of the trust estate. Said net income shall be paid in monthly or quarterly installments as nearly equal as may be practical.
- 2.02. The Trustees may withdraw any part or all of the trust assets at any time by written instruction to the Trustee. In addition, the Trustee may distribute from time to time any part or all of the trust assets for the Settlor's comfortable support, medical expenses, and general welfare. The Trustee may also use any part or all of the trust assets for any other purpose which the Trustee believes to be in the best interests of the Settlor, including any support or other legal obligations of the Settlor. This shall specifically include the power to pay any taxes of the Settlor as well as to pay for the support and education of any person normally dependent, in the opinion of the Trustee, upon the Settlor for such support or education.
- 2.03. If a Trustee or Settlor, in the reasonable discretion of the successor Trustee, determines that the Settlor is unable to manage the Settlor's own affairs, the successor Trustee shall distribute so much of the net income and principal of the trust for the comfortable support, medical expenses, and general

I-2014-005626 Book 1287 Pg: 504 12/29/2014 3:46 pm Page(s) 0496-0519 12/29/2014 3:46 pm Doc: \$ 0.00 Fee: \$ 59.00 Doc: \$ 0.00 Fee: Dowell - Washita County Clerk Kristen Dowell - Washita County Clerk State of Oklahoma

welfare of the Settlor and descendants as the Trustee determines to be in the best interests of Settlor. The Trustee shall consider the likelihood that the trust assets may be consumed prior to the death of the survivor of the Settlor, but subject to that consideration, shall exercise the discretion conferred herein so as to accomplish the Settlor's purpose that the Settlor be well provided for during the Settlor's lifetime. In reasonably determining any incapacity or incompetency, the successor Trustee may rely conclusively upon the opinion of two medical doctors retained by it to make such a determination. If the two medical opinions concur that the subject Trustee or Settlor is unable to manage his or her own affairs, that Trustee's powers shall be suspended, and if, in the opinion of the two medical doctors, the subject Settlor is unable to manage his or her affairs, that Settlor's powers to amend, revoke, and withdraw shall be suspended as well.

SECTION 3. Distribution upon Death of Settlor.

3.01. The Settlor hereby reserves the power to appoint to any person or institution any and all assets of this trust; such power of appointment shall be exercisable by specific reference to such power in Settlor's Last Will and Testament as duly admitted to probate. To the extent that such reserved power of appointment is not exercised, upon the death of Settlor, the Trustee shall administer the trust assets, as then constituted, including any assets received after or as a result of Settlor's death, as provided by this document.

I-2014-005626 Book 1287 Pg: 505 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$ 59.00 Doc: \$ 0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

- Settlor directs Except to the extent that 3.02. otherwise in the Settlor's Will, and except to the extent that some other instrument provides for the payment of such taxes, the Trustee shall pay all inheritance, estate, other transfer taxes and any outstanding debts occasioned by the Settlor's death (including any prepayment of direct or collateral inheritance taxes in the sole and absolute discretion of the Trustee, but specifically excluding any generation-skipping transfer tax and any additional tax imposed by Section 2032A of the Internal Revenue Code) with respect to all property includable in the Settlor's gross estate or taxable by reason of Settlor's death (whether payable by the Settlor's estate or the recipient of any such property, and whether or not such property is part of the Settlor's probate estate), together with any expenses relating thereto, and any interest or penalties in connection therewith.
- 3.03. Except to the extent that Settlor's estate or some other trust is required specifically to pay such tax, the Trustee shall submit for redemption to the proper authorities in payment of the federal estate tax on the Settlor's estate any United States Treasury Bonds or other federal obligations which may be redeemed at par in payment of federal estate tax which are held in the trust at the time of the Settlor's death, including but not limited to such securities which may be used pursuant to §6312 of the Internal Revenue Code in payment of the tax imposed by §2001 of said Code. The Trustee may rely upon the written advice of the Personal Representative of the Settlor's estate as to the amount of such

I-2014-005626 Book 1287 Pg: 506 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$ 59.00 Doc: \$ 0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

taxes, or, in the absence of written advice from the Personal Representative of the Settlor's estate, upon whatever or other evidence the Trustee, in the Trustee's reasonable discretion, believes to be satisfactory.

- 3.04. On the death of the Settlor, the Trustee shall distribute the non-business tangible personal property held by the trust and belonging to the deceased Settlor as follows:
 - a. <u>Use of Memorandum</u>. Our Trustee shall distribute the jewelry, clothing, household furniture, furnishings and fixtures, chinaware, silver, photographs, works of art, books, boats, automobiles, sporting goods, artifacts relating to hobbies, and all other tangible articles of household or personal use in accordance with any written, signed and dated memorandum left by the deceased Settlor directing the distribution of such property.

Any memorandum written, dated, and signed by the deceased Settlor disposing of tangible personal property shall be incorporated by reference into this trust.

Should the deceased Settlor leave multiple written memorandum which conflict as to the disposition of any item of tangible personal property, that memorandum which is last dated shall control as to those items which are in conflict.

- b. <u>Distribution of Property Not Distributed by Memorandum</u>. All of the tangible personal property which is or becomes trust property and is not disposed of by memorandum shall be distributed under the terms of this trust agreement.
- 3.04.1. The disposition of the tangible personal property under Section 3.04 shall not include tangible personal property which the Trustee, in its sole and absolute discretion, determines to be part of or used exclusively in any business or profession in which the deceased Settlor had an interest at the time of death.

3.04.2. If the property which is the subject of a specific distribution is received by the Trustee in any manner at any time after the death of the deceased Settlor, then the Trustee shall distribute the property free of the trust as a special distribution hereunder at that time. If the property is not part of the trust property at the death of the deceased Settlor or does not subsequently become trust property, then the special distribution shall be considered to be null and void, without any legal or binding effect.

3.04.3. Notwithstanding anything in this agreement to the contrary, all expenses, claims, and taxes shall be apportioned to the recipients of any specific distributions under Section 3.04. Property passing under this Section 3.04 shall pass subject to all liens, mortgages, and all other encumbrances on the property.

3.05. After the death of Settlor and after proper provision for the foregoing obligations, payments and distributions, the Trustee shall make the following distributions:

The Trustee shall have the following property appraised and shall pay over and distribute the value of the appraisal in cash to Beverly L. Jones:

The Southeast Quarter (SE\(\frac{1}{4}\)) and the Northwest Quarter (NW\(\frac{1}{4}\)) of Section Thirty-four (34), Township Eleven (11) North, Range Eighteen (18) W.I.M., Washita County, Oklahoma.

2. The Trustee shall divide the minerals from said legal description into three equal shares with one share each being paid over and distributed to Beverly L. Jones and Herbert T. Belter. If any of

I-2014-005626 Book 1287 Pg: 508 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$ 59.00 Doc: \$ 0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

> the aforementioned individuals should predecease the Settlor, his or her share shall be distributed to that deceased person's lineal heirs.

- 3. The Trustee shall then place the above-described property and any remaining minerals under that legal description in trust for the benefit of The said trust (hereinafter Robert Dale Belter. "Residuary Trust") referred to as shall administered pursuant to and incorporate reference Sections 4, 5, 6 and 7 of this document except where in conflict with and as hereinafter provided by this paragraph, including subsections . a, b, c, and d:
 - The Residuary Trust shall be irrevocable;
 - b. Herbert T. Belter is hereby appointed Trustee of the Residuary Trust. If Herbert T. Belter is unable or unwilling to serve, a majority of the Settlors' grandchildren or any person acting as guardian of such minor grandchildren can elect a successor trustee.
 - c. The Trustee shall distribute the net income of the Residuary Trust for the benefit of Robert Dale Belter.
 - d. At the death of Robert Dale Belter this trust shall terminate. The Trustee shall divide the corpus of the Residuary Trust and any accumulated income into three equal shares with one share to be paid over and distributed to Carol Lynn Nededog, or her lineal heirs if she is not living; and one share to be paid over and distributed to Babette Renee Walker, or her lineal heirs if she is not living; and one share to be paid over and distributed to Herbert T. Belter, Jr., or his lineal heirs if he is not living.
- 4. The Trustee shall then divide the remaining corpus and any accumulated income into three (3) equal shares, with one share being paid over and distributed to Beverly L. Jones, or her lineal heirs if Beverly L. Jones is not living; and one share to be paid over and distributed to Herbert T. Belter, or his lineal heirs if Herbert T. Belter is

I-2014-005626 Book 1287 Pg: 509 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$ 59.00 Doc: \$ 0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

not living; and one share to be paid over and distributed to Robert Dale Belter, or his lineal heirs if Robert Dale Belter is not living.

SECTION 4. Powers of Trustee.

- 4.01. The Trustee shall have all powers, authorities and discretions granted by common law, statute, and under any rule of court. In addition, the Trustee is expressly authorized and empowered in the Trustee's sole and absolute discretion to exercise the powers set forth below.
- In making investments, the Trustee shall exercise reasonably prudent judgment and care as warranted by circumstances then prevailing. Upon consideration of the probable income as well as the probable safety of the trust funds, the Trustee may thereafter invest in any property in which he would invest his own These investments may include, but are not limited to, funds. investments in precious metals, stocks, bonds, or other property, real or personal, including uninsured money market funds, options on securities and obligations of the United States government or any of its agencies which may be utilized pursuant to Section 6312 of the Internal Revenue Code in payment of the tax imposed by Section 2001 of said Code. In all investments, the Trustee shall remain faithful and bound to fiduciary duties according to the trust terms.
- 4.03. The Trustee may hold investments in the name of a nominee.
- 4.04. The Trustee may make customary contracts pertaining to any property or investments of the trust estate; to

I-2014-005626 Book 1287 Pg: 510 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$59.00 Doc: \$0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

acquire and retain undivided fractional interests as tenants in common in real or personal property; to execute any and all instruments necessary to manage, administer and distribute the trust estate; to form and/or operate a business alone or with others, including formation and/or participation in corporations, partnerships, joint ventures, syndicates or associations.

- 4.05. The Trustee may employ and compensate agents, accountants, investment advisors, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, and other assistants and advisors deemed by the Trustee needful for the proper administration of the trust estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided he was selected and retained with reasonable care.
- 4.06. The Trustee may permit any current income beneficiary to possess, use and enjoy, without charge or impeachment for waste, any tangible real or personal property of the trust estate.
- 4.07. The Trustee may make distribution of the assets of the Trust in money or in kind, or partly in money and partly in kind, and the judgment and any determination of the Trustee in connection therewith, including values assigned to various assets and decisions to make non-pro rata distributions in kind, shall be binding and conclusive on all persons interested therein.
- 4.08. The Trustee may retain any property (whether or not income producing) which may be transferred to the trust until

I-2014-005626 Book 1287 Pg: 511 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$ 59.00 Doc: \$ 0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

such time as the Trustee may deem it desirable to dispose thereof. This shall specifically include the power to retain any real estate or partnership interests that may be transferred by the Settlor.

- 4.09. The Trustee may borrow money, with the payment of no interest or such interest as is deemed appropriate by the Trustee, for any purpose connected with the protection, preservation or improvement of the trust, or the enhancement of the benefits to the beneficiaries hereof, and create one or more mortgages on, or pledges of, any part or all of the property held by the Trustee, whenever the Trustee shall deem the same advisable.
- 4.10. The Trustee may pay, compromise or adjust any claims of the trust against others or of others against the trust as the Trustee shall deem advisable.
- Belter, this Trust will become irrevocable, and all property which is then subject to this Trust Agreement or which may then become subject to this Trust Agreement shall be collected as expeditiously as possible by the Trustee; the Trustee shall have full authority to take any action in regard to the collection of said property that the Trustee deems best and to pay the expenses thereof from the trust estate; and the Trustee shall receive such sums of money as shall be due it under the terms of any policies of life insurance which might be a part of said trust estate herein created, including double indemnity benefits, and any additions made to this Trust by the provisions of the Last Will and Testament of Settlor, and hold the same in trust for the uses and purposes

I-2014-005626 Book 1287 Pg; 512 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$ 59.00 Doc: \$ 0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

To facilitate the receipts of such property hereinafter set forth. the Trustee shall have the power to execute and deliver receipts and other instruments, to compromise and adjust disputed claims in such manner as in its sole discretion seems just, and to take steps as in its discretion are necessary and proper for collection thereof, provided that if payment on any policy is contested, the Trustee shall not be obligated to take any action for collection unless it shall have been indemnified to its satisfaction against liability, or expenses, including attorney's fees, and provided further that the Trustee is authorized in its sole discretion to use the principal or income of the Trust to pay the costs and expenses, including the attorney's fees, on bringing an action for the collection of the proceeds of any policy hereunder, and may reimburse itself from said Trust for any advances made for such purposes. Upon payment to the Trustee of the amount due under any policy of life insurance payable hereunder, the insurance company issuing such policy shall be relieved of any further liability hereunder and no such company shall be under any responsibility to see to the performance of the Trust created hereby.

4.12. The Trustee may execute, acknowledge and deliver any and all instruments in writing which the Trustee may deem advisable to carry out any of the foregoing powers. No party to any such instrument in writing signed by the Trustee shall be bound to see to the application by the Trustee of any property paid or delivered pursuant to the terms of such instrument.

I-2014-005626 Book 1287 Pg: 513 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$ 59.00 Doc: \$ 0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

SECTION 5. Payment of Income and Principal.

made an explicit provision to the contrary, the Trustee shall pay all amounts of income and principal payable hereunder to any person, into the hands of such person and not unto any other person or entity whatsoever, whether claiming by a beneficiary's authority or otherwise; nor may any payments be anticipated by any beneficiary. However, a deposit to the credit of the account of a beneficiary in a bank or trust company designated by such beneficiary in writing shall be deemed to be the equivalent of payment into the hands of such beneficiary. This Trust shall be a spendthrift trust as provided for in Section 175.25 of Title 60 of the Oklahoma Statutes.

payments of any income or principal for a beneficiary (i) to such person; (ii) to the individual who is, in the judgment of the Trustee, in proper charge of such person, regardless of whether there is a court order to that effect; (iii) in the case of a minor, to a custodian named by the Trustee to be held under the Oklahoma Uniform Transfers to Minors Act, under which Act this gift is made; or (iv) by paying or applying any part or all thereof for a beneficiary's benefit or on a beneficiary's behalf; and in every such event payment may be made without any necessity to account to, qualify in, or seek the approval of any court, and any such payments made in good faith shall be deemed proper and shall be a complete release and acquittance of the Trustee therefor.

I-2014-005626 Book 1287 Pg: 514 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$59.00 Doc: \$0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

5.03. In conferring discretion upon the Trustee in other portions of this Agreement, it has been the Settlor's intention to create a "discretionary trust" as that term is interpreted under present Oklahoma law, so that the Trustee shall have sole and absolute discretion with respect to making or failing to make payment to or on behalf of any beneficiary hereunder, to the end that no creditors, including any state or federal agencies who may furnish services, payments or benefits to a beneficiary hereunder, shall have any right to any of the income or principal of any trust created hereunder.

SECTION 6. Successor Trustee; General Administration.

- 6.01. If the Trustee named herein, or any successor Trustee, shall wish to resign, or shall for any reason fail to be able to continue as such, the Settlor shall have the right, power and authority to designate a successor Trustee. In addition, the Settlor shall have the right, power and authority to remove any Trustee and to designate a successor Trustee, either individual or corporate.
- 6.02. The Trustee shall be excused from filing any account with any court; however, the Trustee shall render an annual account and may, at any other time, including at the time of the death, resignation, or removal of any Trustee, render an intermediate account to the Settlor. The failure to object in writing to such account shall constitute a binding and conclusive acceptance thereof by and on behalf of all persons then having or thereafter acquiring or claiming any interest in such trust,

I-2014-005626 Book 1287 Pg: 515 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$ 59.00 Doc: \$ 0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

including any remainderman, and shall be a complete discharge to the Trustee and all successor Trustees with respect to all matters contained in the account to the same extent as though the account had been judicially settled and allowed by decree or judgment of a court of competent jurisdiction in an action or proceeding in which all persons ever having, acquiring, or claiming any interest were duly made parties and were duly represented.

- 6.03. Any Trustee shall at all times serve as such without bond, and the Trusts herein created shall not be administered under the direction or jurisdiction of any court.
- 6.04. At death of the Settlor, Herbert T. Belter is hereby appointed Trustee of any Trust created by this document. Successor Trustee hereunder shall have the rights, powers, discretions, duties, responsibilities, and limitations granted to or imposed upon the original Trustee.
- of all of the Trustees herein named, the adult beneficiaries receiving income from the Trust, and the guardian or other person having the care or control of any minor beneficiary receiving income from the Trust, shall appoint a successor corporate trustee, and in so doing, may move or change the situs of any trust or trusts herein created. Any successor Trustee shall have all the powers, duties and limitations herein set forth, and shall serve without bond.
- 6.06. In the event that Trustee has become unable to discharge its duties as Trustee of this Trust by reason of

I-2014-005626 Book 1287 Pg: 516 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$ 59.00 Doc: \$ 0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

accident, physical or mental illness, progressive or intermittent physical or mental deterioration or other similar cause, as certified by two independent licensed physicians affirming that each has examined the Trustee and that each has concluded, based upon such examination, that the Trustee is unable to discharge its duties as Trustee, or upon a successor Trustee receiving credible evidence of the Trustee's disappearance or detention so that the Trustee is prevented from acting in its own best interest, said Trustee shall thereupon cease to be Trustee in the same manner as if it had resigned on the date of said certificate, and any remaining Trustee shall have the powers, duties and limitations herein set forth, and shall serve without bond.

SECTION 7. Miscellaneous Provisions.

- 7.01. The Settlor shall execute such other and further instructions as the Settlor may deem necessary to further the purposes of this Trust.
- 7.02. This Trust is an Oklahoma trust, made in that State and is to be governed, construed, and administered according to the laws of Oklahoma.
- 7.03. The Trustee hereby accepts the trust herein created and covenants and agrees to and with the Settlor in consideration thereof that the Trustee will execute the same as herein provided with all due fidelity.
- 7.04. The Trustee shall have the specific power, at the expense of the trust estate, to place all or any part of the securities or other property at any time held by the Trustee in the

I-2014-005626 Book 1287 Pg: 517 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$ 59.00 Doc: \$ 0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

care or custody of any bank or trust company as "custodian," and to employ investment counsel. While such securities or other property are in the custody of any such bank or trust company the Trustee shall be under no obligation to inspect or to verify the same; nor shall the Trustee be responsible for any loss or misapplication by such bank or trust company.

- 7.05. No interest of any beneficiary under any trusts created herein, either in income or in principal, shall be subject to pledge, assignment, sale or transfer in any manner to anticipate, charge or encumber his interest either in income or in principal, nor shall such interest of any beneficiary be liable or subject in any manner to anticipate, charge or encumber his interest either in income or in principal, nor shall such interest of any beneficiary be liable or subject in any manner while in the possession of the Trustee, for the debts, contracts, liabilities, engagements or torts of such beneficiary; PROVIDED, HOWEVER, that this provision shall not apply to any trusts created herein which would otherwise qualify for the marital deduction available under federal estate tax law.
 - 7.06. The Trustee shall receive as its compensation hereunder reasonable and customary fees and shall be reimbursed for expenses incurred in the acceptance, administration and distribution of the Trust estate and income therefrom.
 - 7.07. No person, firm or corporation, dealing with the Trustee with reference to any of the trust property, if acting in good faith, shall be required to ascertain the authority of the

I-2014-005626 Book 1287 Pg: 518 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$ 59.00 Doo: \$ 0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

Trustee, nor to see to the performance of the trusts, nor be responsible in any way for the proper application of funds or properties paid or delivered to the Trustee for the account of the trusts, but, if acting in good faith, may deal with the Trustee as though the Trustee were the unconditional owner of the property held in trust.

7.08. In the event any clause, provision or provisions of this Trust prove to be or be adjudged invalid for any reason, then the Settlor directs that such invalid or void clause, provision or provisions, shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible.

IN WITNESS WHEREOF, the Settlor and the Trustee have executed this Living Trust Agreement as of the 22nd day of May, 1992.

Hebert Belter, Settlor

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Herbert Belter, Trustee

Herbert T. Belter, Trustee

STATE OF OKLAHOMA)

(COUNTY OF GARFIELD)

STATE OF OKLAHOMA)

STATE OF OKLAHOMA)

Before me, a Notary Public in and for said County and State, on this 22nd day of May, 1992, personally appeared Hebert Belter, to me known to be the identical person who executed the within and foregoing instrument as Settlor and Trustee, and

I-2014-005626 Book 1287 Pg: 519 12/29/2014 3:46 pm Page(s) 0496-0519 Fee: \$ 59.00 Doc: \$ 0.00 Kristen Dowell - Washita County Clerk State of Oklahoma

acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal of office the day amd year last above written.

Notary Public

[SEAL]
My Commission Expires:

7-23-93

STATE OF OKLAHOMA)

Pushmataha) ss.

COUNTY OF GARFIELD)

Before me, a Notary Public in and for said County and State, on this 22nd day of May, 1992, personally appeared Hebert T. Belter, to me known to be the identical person who executed the within and foregoing instrument as Trustee, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

[SEAL]
My Commission Expires:

9-23-93

NM\A-C\BELTER\HERBERT.TRU