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3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date:

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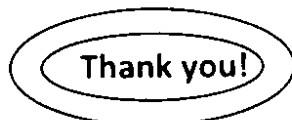
Name:	JOHN B. GOODMAN 2006 IRREVOCABLE GRANTOR TRUST
Document #:	
Order #:	11347215 LINE 1

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
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Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
		Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input type="checkbox"/>
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Amount: \$	350.00
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**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

John B. Goodman 2006 Irrevocable Grantor Trust

A South Dakota **TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the ~~Chairman of the~~
~~Board of Trustees~~ of John B. Goodman 2006 Irrevocable Grantor Trust, a

(Name of Trust)

South Dakota Trust hereby affirms in order to file or qualify

(State)

John B. Goodman 2006 Irrevocable Grantor Trust, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.

2. The principal address is 1107 Hazeltine Boulevard, Suite 200

Chaska, MN 55318

3. The registered agent and street address in the State of Florida is:
NRAI Services, Inc.

1200 South Pine Island Road, Plantation, FL 33324

4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity.

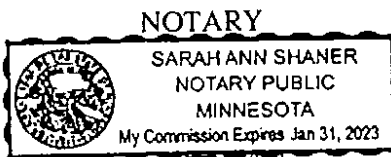
Angel Shearer

Angel Shearer
Assistant Secretary

(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of
Trust under which the association proposes to conduct its business in
Florida.

James A. Weichert
Name: James A. Weichert
~~Chairman of the Board of Trustees~~



Sarah Shaner

Filing Fee: \$350.00
Certified Copy: \$ 8.75 (optional)

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**JOHN B. GOODMAN
2006 IRREVOCABLE GRANTOR TRUST**

THIS TRUST AGREEMENT is entered into and effective this 22nd day of May, 2006 (the "Effective Date"), by and between JOHN B. GOODMAN, of Hennepin County, Minnesota, (the "Grantor"), and DAN PETERKA, a resident of Minnesota, as the Individual Trustee and SOUTH DAKOTA TRUST COMPANY LLC as the Corporate Trustee, (the "Corporate Trustee"). Collectively all Trustees shall be referred to as the "Trustees" or the "Trustee".

WITNESSETH:

WHEREAS, the Grantor desires to create an irrevocable trust for the benefit of the Grantor's children and their issue, upon the terms and for the uses and purposes set forth in this Trust Agreement; and

WHEREAS, the Grantor, contemporaneously with the execution and delivery of this Trust Agreement, has caused to be assigned, and does hereby assign, transfer, and deliver to the Trustee certain properties, the receipt of which is hereby acknowledged by the Trustee and a complete description of which is attached to this Trust Agreement as **Exhibit A** and incorporated herein by this reference.

NOW, THEREFORE, IT IS AGREED by the parties that the properties herein described, and any other property which may be transferred, assigned, and delivered to the Trustee (all of which, and the portion thereof from time to time remaining in the hands of the Trustee, is hereinafter referred to as the "Trust Estate"), shall be held by the Trustee, in trust, to be managed, administered, and distributed in accordance with the following terms and provisions:

**ARTICLE 1
Construction**

1.1 Name of Trust. The name of this trust shall be the JOHN B. GOODMAN 2006 IRREVOCABLE GRANTOR TRUST. Any separate trust that may come into existence from time to time hereunder may be identified by the name of the person who is the primary Beneficiary of such trust.

1.2 Complete Agreement. This Trust Agreement and the attached Exhibits shall determine all rights, authority and duties of the parties, as well as designate the fiduciaries and Beneficiaries under this Trust Agreement.

1.3 Irrevocability of Trust; Certification by Grantor. By execution of this Trust Agreement, the Grantor acknowledges that the Grantor has been fully advised as to the difference between a revocable trust and an irrevocable trust. This Trust Agreement is irrevocable and the Grantor has no right to change, modify, amend, or revoke any term or provision hereof, or to

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TALLAHASSEE, FLORIDA

terminate this Trust Agreement. The Grantor hereby certifies that (1) this Trust Agreement, including the attached Exhibits, has been read and approved by the Grantor; and (2) this Trust Agreement fully and accurately sets out the nature and ownership of the property conveyed, transferred, assigned, and delivered to the Trustee, as well as the terms and conditions under which the Trust Estate is to be held, managed and disposed of by the Trustee. The Grantor hereby approves, ratifies and confirms the Trust Agreement in all particulars. Furthermore, except as expressly provided in this Trust Agreement, the Grantor hereby irrevocably surrenders all interests of whatever nature in and to the Trust Estate or the income therefrom.

1.4 Separability and Governing Law. If any of the provisions of this Trust Agreement shall be invalid or unenforceable, the remaining provisions hereof shall subsist and be carried into effect. The validity and construction of any provision of this Trust Agreement shall be governed by the laws of the State of South Dakota.

1.5 Name and Gender. Wherever used herein, and to the extent appropriate, one gender shall include all genders; the singular shall include the plural, and vice versa.

1.6 Captions. The captions of each paragraph of this Trust Agreement are for purposes of convenience only, and it is the Grantor's intention that no such caption shall be considered in the construction of any provision of this Trust Agreement or any related instrument executed by the Grantor.

1.7 Trust Construction and Tax Status. This Trust Agreement shall be in all respects construed in such a manner that, upon the death of the Grantor, none of the principal or income of the JOHN B. GOODMAN 2006 IRREVOCABLE GRANTOR TRUST shall be included in said Grantor's gross estate for federal estate tax purposes.

1.8 Disposition of Reversion. The Grantor shall not have any reversionary interest whatsoever in the Trust Estate.

1.9 Additions to the Trust Estate. The Grantor or any other person may add property to the Trust Estate to be held subject to the terms and conditions of this Trust Agreement; provided that the property is acceptable to the Trustee.

ARTICLE 2 Definitions

2.1 Beneficiary. The terms "Beneficiary" or "Beneficiaries" shall mean the person(s) and/or class of persons described herein, who are from time to time entitled to receive distributions of trust income or principal.

2.2 By Right of Representation. The term "by right of representation" shall have the meaning given in South Dakota Codified Laws Section 29A-2-106, or any corresponding provision of successor law.

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2.3 Child or Children. The terms "child" or "children" shall refer to issue of the first generation. The Grantor's only child living at the date of this Trust Agreement is SHANE GOODMAN.

2.4 Grandchild or Grandchildren. The terms "grandchild" or "grandchildren" shall refer to issue of the second generation. The Grantor has no grandchildren as of the date of this Trust Agreement.

2.5 Independent Trustee. The term "Independent Trustee" means any Trustee hereunder who is acting at any time other than: (1) the Grantor; (2) the Grantor's spouse, if any, (3) any issue of Grantor; (4) any person, corporation or entity which is not wholly independent of Grantor, as defined by Section 672 of the Internal Revenue Code, applicable Treasury Regulations, and relevant case precedent; and (5) any person, with respect to a particular power or duty, who would have income or principal of any trust hereunder included in the estate of such person due to the right of such person as Trustee to exercise such power or duty.

2.6 Internal Revenue Code. References to chapters or sections of the "Internal Revenue Code" shall be to the Internal Revenue Code as now enacted or hereafter amended, and shall mean and include such chapters or sections of the Internal Revenue Code and any provision of federal law as is, or may hereafter be, cognate to such chapters or sections.

2.7 Issue. The term "issue" shall mean all persons who are descended from the person referred to, and shall include natural and adopted persons who have not attained twenty-one (21) years of age at the date of adoption, as well as persons in gestation who are later born alive.

2.8 Personal Representative. The term "Personal Representative" means any individual or corporation duly appointed to act and acting as a guardian, conservator, executor or Trustee for any Beneficiary of any trust created hereunder, except that neither the Grantor nor any person under the control and direction of the Grantor who is subservient to, rather than independent from, the Grantor may act as a Personal Representative hereunder to remove, replace, or appoint a Trustee or successor Trustee or to exercise any other power under the terms of this Trust Agreement or the laws of the State governing the same.

2.9 Remaining GST Exemption. A person's "Remaining GST Exemption" means the portion of that person's federal GST Exemption (as described in Section 2631 of the Internal Revenue Code) which, pursuant to Section 2632 of the Internal Revenue Code, has been neither allocated nor deemed to have been allocated within the time prescribed by Section 2632(a) of the Internal Revenue Code to property transferred or trusts created apart from this Trust Agreement.

2.10 Sibling or Siblings. The terms "sibling" or "siblings" shall mean the children who are lineal descendants of the parent (who is an issue of the Grantor) of the person referred to, and shall include natural and adopted persons who have not attained twenty-one (21) years of age at the date of adoption, as well as persons in gestation who are later born alive.

2.11 Spouse. The Grantor is single and not married as of the date of this Trust Agreement. Any reference in this Trust Agreement to "spouse" means the person then living to whom the person

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referred is legally married and living with at the time such term requires definition and, if such term requires definition at a time after the death of such person, it shall mean the person then living to whom such person referred was legally married and living with at the death of such person.

2.12 **Trustee.** The term "Trustee" shall include any successor Trustee or any Co-Trustee.

2.13 **Trust Estate.** The term "Trust Estate" shall include the property described on Exhibit A and additions thereto.

2.14 **Disability or Incapacity.** For purposes of this Trust any individual shall be considered disabled, incapacitated or incompetent only if so declared by a court of competent jurisdiction or if so certified in writing by two licensed physicians familiar with the individual. The Trustee(s) shall not be considered to be on notice of any such disability, incapacity or incompetency unless and until Trustee(s) has received a copy of such court order or written certifications.

ARTICLE 3 Grantor Trust

3.1 **Grantor Trust.** The Grantor intends that the JOHN B. GOODMAN 2006 IRREVOCABLE GRANTOR TRUST be a grantor trust deemed owned by the Grantor for federal income tax purposes under Internal Revenue Code §§671-678 and the Treasury Regulations thereunder and that all income be taxed to the Grantor.

3.2 **Powers of Grantor.** To carry out the intent of the Grantor, upon demand by the Grantor, and notwithstanding any other provision of this Trust Agreement, the Trustee shall:

- (1) Transfer any assets of the Trust Estate to the Grantor in exchange for assets of equivalent value; or
- (2) Lend to the Grantor any of the Trust income and principal, in exchange for the Grantor's promissory note equal in value to the amount lent, bearing adequate interest or adequate security, but not both.

3.3 **Nonfiduciary Powers.** The powers granted to the Grantor under paragraph 3.2 are exercisable solely in a non-fiduciary capacity, and without the consent or approval of any other person.

3.4 **Waiver.** The Grantor may waive either or both of the powers under paragraph 3.2 by a writing delivered to the Trustee, and such waiver shall bind the Grantor, the Trustee and all other persons.

3.5 **Power of Independent Trustee to Add Beneficiaries.** The Independent Trustee shall have the power to add beneficiaries or classes of beneficiaries designated to receive the income or principal of the Trust Estate.

3.6 Certain Tax Objectives. The powers under this Article 3 shall not be exercisable to the extent that their exercise would reasonably be expected to cause any of the Trust Estate to be included in the gross estate of the Grantor for federal estate tax purposes.

ARTICLE 4 **Tax Purposes**

4.1 Tax Purposes. This Article 4 states some of the Grantor's purposes in creating this Trust Agreement, and all provisions of this Trust Agreement shall be construed so as best to effect these purposes. No Trustee shall exercise any discretion in a manner that could reasonably be expected to frustrate the effectuation of these purposes.

4.2 Income Taxation. The Trust Agreement shall be a grantor trust deemed owned by the Grantor for federal income tax purposes.

4.3 Completed Gifts. All transfers to the Trust Agreement shall be completed gifts for federal gift tax purposes.

4.4 Estate Tax Exclusion. The Trust Estate and all Trust assets shall be excluded from the Grantor's gross estate for federal estate tax purposes.

ARTICLE 5 **Taxes and Expenses Provision**

5.1 Taxes and Expenses. In the event any portion of the Trust Estate is includable in the taxable estate for federal or state estate tax purposes of any person who has transferred property to this Trust, then the Trustees shall pay the portion of said estate taxes, if any, attributable to that portion of this Trust includable in such person's taxable estate.

ARTICLE 6 **Administration of JOHN B. GOODMAN 2006 IRREVOCABLE GRANTOR TRUST** **During the Life of the Grantor**

6.1 Discretionary Distributions. During the life of the Grantor, the Independent Trustee may pay to or expend for the benefit of the Grantor's children or their issue such sum or sums from either the net income from or principal of the Trust Estate as the Independent Trustee, in the Independent Trustee's discretion, may deem necessary or advisable to provide for the proper health, maintenance, support and education of such persons.

6.2 Death of Grantor. Upon the death of the Grantor, the balance of the Trust Estate, including principal and all undistributed income shall be distributed in accordance with Article 7 and Article 8 of this Trust Agreement.

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ARTICLE 7
Exercise of Option Agreement on Death of Grantor

7.1 **Purchase of Assets Under Option Agreement.** The Trustees of this Trust Agreement entered into a certain Option Agreement of even date herewith, (a copy of which is attached hereto and made a part hereof by reference as **Exhibit G**) (the "Option Agreement") with the Trustee of the JOHN B. GOODMAN REVOCABLE TRUST of even date herewith, as amended, hereinafter the "JOHN B. GOODMAN REVOCABLE TRUST", under which the Trustee of the JOHN B. GOODMAN REVOCABLE TRUST agreed to sell any and all assets owned by the JOHN B. GOODMAN REVOCABLE TRUST upon the death of JOHN B. GOODMAN (or acquired by probate or other transfer after the death of JOHN B. GOODMAN) upon the exercise by the Trustees herein of a first option to purchase any or all of the assets owned by the JOHN B. GOODMAN REVOCABLE TRUST for their then fair market value under terms and conditions contained in the Option Agreement. The Trustees under this Trust Agreement are directed to comply with the terms of said Option Agreement.

ARTICLE 8
Distributions to Children and Issue After the Death of the Grantor

8.1 **Distributions Upon the Death of the Grantor.** Upon the death of the Grantor, or within a reasonable time after any purchase of assets pursuant to the provision of Article 7, such time period to be determined by the Trustees in their sole and absolute discretion, the Trustees shall distribute the Trust Estate as follows:

- (1) Tangible Personal Property Identified on a Separate Writing. The Trustees shall distribute any tangible personal property identified on any separate written list prepared by the Grantor to the person or persons identified thereon, if they survive the Grantor.
- (2) Balance of Tangible Personal Property. The Trustees shall distribute all tangible personal property held as part of the Trust Estate not disposed of in paragraph 8.1(1) to the Grantor's son, SHANE GOODMAN, outright and free of trust, if SHANE GOODMAN is then living. If SHANE GOODMAN is not then living then this distribution shall fail.
- (3) Provision for Children and Issue. The balance of the Trust Estate shall continue to be held by the Trustees, in trust for the benefit of all issue of the Grantor. Said trust shall be known as the "JOHN B. GOODMAN DYNASTY TRUST." Said trust shall be held, managed, administered and distributed in accordance with the provisions of paragraph 8.2 of this Trust Agreement.

8.2 **Administration of JOHN B. GOODMAN DYNASTY TRUST.** The JOHN B. GOODMAN DYNASTY TRUST created under this Trust Agreement shall be held, managed, administered and distributed as follows:

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JOHN B. GOODMAN

- (1) Incentive Trusts Provisions for Children and More Remote Issue. It is the Grantor's hope and desire that the beneficiaries of the JOHN B. GOODMAN DYNASTY TRUST will be productive members of society. To that end, the Grantor has identified on Exhibit F, attached hereto and made a part hereof by reference, certain incentive trust distribution provisions (hereinafter "Incentive Provisions") as a guide to the Trustees in making discretionary trust distributions to trust beneficiaries. If there is a conflict between the Incentive Provisions and any other trust provisions herein, the Incentive Provisions shall control.
- (2) Retention of Closely Held Businesses. The Grantor anticipates that the JOHN B. GOODMAN DYNASTY TRUST will acquire and be funded with a number of interests in closely held businesses in which Grantor has a substantial ownership interest. Without limiting the Trustees' discretion, it is the Grantor's hope that the Grantor's various closely held business interests can continue to be operated as a going concern after the Grantor's death as assets of the JOHN B. GOODMAN DYNASTY TRUST.
- (3) Discretionary Distribution of Income and Principal. The Beneficiaries of the JOHN B. GOODMAN DYNASTY TRUST shall be the children and more remote issue of the Grantor, (the "Dynasty Trust Beneficiaries"). The Trustees shall have full discretion to make distributions of income and principal from the JOHN B. GOODMAN DYNASTY TRUST to the Dynasty Trust Beneficiaries subject to the provision of paragraph 8.2(1) of this Trust Agreement. Any part of the net income from the JOHN B. GOODMAN DYNASTY TRUST not paid to or expended for the benefit of the Dynasty Trust Beneficiaries shall be added to and become a part of the principal of the JOHN B. GOODMAN DYNASTY TRUST.
- (4) Grantor's Intent To Have JOHN B. GOODMAN DYNASTY TRUST Last As Long As The Law Allows. It is the Grantor's intent that the JOHN B. GOODMAN DYNASTY TRUST last as long as the law allows.
- (5) Power to Add Charitable Beneficiaries. The Independent Trustee shall have the power to add and make distributions to charitable beneficiaries from the JOHN B. GOODMAN DYNASTY TRUST.
- (6) Termination of the JOHN B. GOODMAN DYNASTY TRUST.
- (a) The Independent Trustee shall have full power and discretion to terminate the JOHN B. GOODMAN DYNASTY TRUST and make full distribution of all trust assets to the then-living issue of the Grantor, by right of representation, subject to the provisions of paragraph 8.3 of this Trust Agreement.
- (b) If not terminated sooner, the JOHN B. GOODMAN DYNASTY TRUST shall terminate upon the death of the survivor of all issue of the Grantor, at which time the Trustee shall distribute the balance of the JOHN B.

GOODMAN DYNASTY TRUST in accordance with the provisions of
Article 9 of this Trust Agreement.

8.3 Distributions to Issue of the Grantor Under the Age of Fifty (50). Upon termination of the JOHN B. GOODMAN DYNASTY TRUST under paragraph 8.2(6), any property distributable to any issue of the Grantor who has not attained the age of fifty (50) years shall be held in a separate trust for the benefit of said issue, which trust shall be managed, administered and distributed as follows:

- (1) Distributions of Income and Principal. The Trustee may pay to or expend for the benefit of said issue such sum or sums from either the net income from or the principal of the trust as the Trustee, in the Trustee's discretion, may deem necessary or advisable to provide for the proper support, maintenance, health, and education of said issue.
- (2) Termination of Trust at Age 50. At the time when said issue attains the age of fifty (50) years, the Trustee shall pay over and distribute to said issue the balance of the trust, including principal and all undistributed income.
- (3) Special Testamentary Power of Appointment. If said issue dies before attaining the age of fifty (50) years, the Trustees shall distribute the balance of the trust, including principal and all undistributed income, to, or hold the same for the benefit of, such of the then living-issue of said issue, in such amount or amounts and upon such conditions and estates, in trust or otherwise, with such powers, in such manner, and at such time or times as said issue shall appoint by a will or trust specifically referring to this special testamentary power of appointment herein granted to said issue. The special testamentary power of appointment hereby granted to said issue shall not be exercisable in favor of or for the benefit of said issue, or the Probate Estate, the creditors, or the creditors of the Probate Estate of said issue, or for the purpose of discharging the legal obligations of said issue.
- (4) Distribution Upon Failure of Exercise of Power. Any portion of the trust, including principal and undistributed income, which is not effectively disposed of pursuant to paragraph 8.3(3) shall be paid over and distributed to the then-living issue of said issue, by right of representation, subject to the provisions of paragraph 8.3 of this Trust Agreement. If there is no then-living issue of said issue, then said property shall be distributed in equal shares to the siblings of said issue, subject to the provisions of paragraph 8.3 or paragraph 8.4 of this Trust Agreement, provided, however, that any share otherwise distributable to a deceased sibling of said issue shall instead be distributed to the then-living issue of said deceased sibling of said issue, by right of representation, subject to the provisions of paragraph 8.3 or paragraph 8.4 of this Trust Agreement, as the case may be. If there is no then-living issue of said issue and no then-living siblings of said issue and no then-living issue of any deceased sibling of said issue, then said property shall be distributed to the Grantor's then-living issue, by right of representation, subject to the provisions of paragraph 8.3 or paragraph 8.4, as the case may be. If there is no then-living issue of the Grantor, then said property

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shall be distributed in accordance with the provisions of Article 9 of this Trust Agreement.

8.4 Distributions to Beneficiaries of Another Separate Trust. Notwithstanding any provision of this Article 8 to the contrary, whenever distribution of all or a part of a separate trust held for the benefit of a person is to be made to another person who is then the beneficiary of another separate trust held hereunder, such distribution shall be made to and become a part of the separate trust of which such other person is the beneficiary, and thereafter shall be administered and distributed in accordance with the provisions thereof.

ARTICLE 9

Contingent Distribution

If at any time no person is living who is or may be entitled to receive all or any part of the Trust Estate under any of the foregoing provisions of this Trust Agreement, then the Trust Estate, or such part, shall be distributed to charity or charities, as the case may be, listed on Exhibit E.

ARTICLE 10

Administrative Powers of Trustee

10.1 Administrative Powers of Trustee. The Grantor confers upon the Trustee all of the powers enumerated in the South Dakota Trustee's Powers Act, specifically including the powers set forth in Section 55-3-39(3), and any corresponding provision of successor law, to be exercised as the Trustee, in the Trustee's discretion, determines to be in the best interests of any trusts created hereunder, such powers being in addition to and not in limitation of all other common law and statutory powers of trustees. In addition, the Grantor confers the following powers upon the Trustee:

- (1) Retention of Assets. To retain any asset received from the Grantor or any other source until such time as the Trustee deems it advisable to dispose of those assets. Without limiting the foregoing, the Trustee may specifically retain any assets in which the Trustee may have an interest, be affiliated or be controlled, without any different or additional responsibility beyond that applicable to other assets and notwithstanding the normal rules of diversification and regardless of whether said assets are of the kind and nature authorized by law for the investment of trust funds.
- (2) Receipt of Additional Assets. To receive from any source additions to the assets of the trust estates and to hold the same as a part of such trust estates. The Trustee may, in the Trustee's discretion, without cost to the Trustee, and as a prerequisite to receiving any additions to assets of the Trust Estate, require evidence satisfactory to the Trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment,

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storage, disposal, release or discharge or any hazardous or toxic materials or substances.

- (3) Dealing With Assets. To hold securities or other assets of the Trust in bearer form, in their own names or in the name of a nominee or nominees, with or without disclosure of fiduciary capacity or nominee status; provided, however, that on the books and records of the trust said securities and assets shall constantly be shown to be a part of the trust estate and no such registration or holding by the Trustee shall relieve the Trustee from liability for the safe custody and proper disposition of such securities and assets in accordance with the terms and provisions hereof. To vote and exercise all rights and powers respecting any securities or other assets of the trust.
- (4) Investment of Trust Funds. The Trustee shall have broad powers to invest and reinvest assets of the Trust in such properties as the Trustee deems to be for the best interests of the Trust Beneficiaries, without limitation by any statute, rule of law or regulation of any governmental body limiting the investment of funds by corporate or individual Trustees in or to certain kinds of investments, prohibiting Trustees from being interested in sales or purchases, or prescribing the values or proportions which may be invested in any one property or kind of property. Specifically, the above powers shall include the power to exercise any option, right or privilege to convert bonds, notes, stocks or other securities as the Trustee deems appropriate in the Trustee's sole discretion and to make payments therefor and to invest and reinvest assets of any trust which may be available for such investment in any asset of the Grantor's probate or non-probate estate, in life insurance; in preferred or common stocks and stocks of any other kind or class of any corporation, government and high grade corporate bonds, other high grade fixed income obligations and interests, in investment trusts, mutual funds and shares of or participation in common trust funds, which hold similar underlying assets; in promissory notes and debentures or other obligations, secured or unsecured; in insurance or annuity contracts; in any lease, mortgage or other interest in real estate; and in any business enterprise, however organized and for whatever purpose. The Trustee shall have no duty to invest or reinvest cash assets when it appears undesirable to do so and the investments need not be diversified.
- (5) Disposition of Property. To sell, grant options to buy, exchange, mortgage, lease, convey, transfer, assign, encumber, pledge or otherwise dispose of any real, personal or other property of any trust hereunder, at such prices, on such terms, to such persons or to any corporation or other entity, in such portions, and in such manner as the Trustee may in each case deem proper and advisable. The power to lease or ground lease any real estate, including the power to lease oil, gas or other mineral interests in said real estate, shall be exercisable for any term, whether or not extending beyond the period of administration of any actual or possible trust created hereunder.
- (6) Distribution of Assets. To distribute the assets of the trust hereby created in kind or in cash, or partly in kind and partly in cash, and, in the Trustee's discretion, to allocate particular assets or portions thereof or undivided interests therein to any one

or more of the Beneficiaries hereunder as the Trustee shall deem to be for the best interests of the Beneficiaries of the trusts herein created; and, without limiting the generality of the foregoing, to allocate assets having different income tax bases among the Beneficiaries hereunder in such manner, amounts, and proportions as the Trustee shall deem appropriate. For the purpose of any such distribution, to select such securities or other property as the Trustee may deem suitable, and to place such valuation upon such securities or other property as the Trustee may determine. The decision of the Trustee shall be final and binding upon all parties in interest.

- (7) Dealing with Estate and Other Trusts. The Trustee is hereby authorized, in the Trustee's discretion, without regard to whether the Trustee may also be serving as personal representative of the Grantor's estate or as trustee of any other trust created by the Grantor, to purchase on behalf of the trust hereunder any property, real, personal or mixed, tangible or intangible, and wherever situated, belonging to the estate of the Grantor or any other trust created by the Grantor or to make loans or advancements, secured or unsecured, to the personal representative of the estate of Grantor or to the trustee of any other trust created by the Grantor for any reason which the Trustee, in the Trustee's discretion, deems good and sufficient. Any such purchases, loans, and advancements shall be made upon such terms and conditions as the Trustee, in the Trustee's discretion, deems appropriate. The Trustee shall not be liable for any loss to the Trust Estate by reason of the Trustee's acting in accordance with this paragraph, except as set forth in Article 13 of this Trust Agreement.
- (8) Stocks. To vote all stocks and to exercise all rights incident to the ownership of stocks, bonds or other securities or properties held in the trust estates and to issue proxies to vote such stocks and to exercise such rights; to enter into voting trusts for such period and upon such terms as the Trustee may determine; to sell or exercise any and all subscription rights and stock options; to sell or retain any and all stock dividends; to consent to or join in any plan of reorganization, readjustment, merger, consolidation or liquidation in respect to any corporation whose stocks, bonds or other securities are a part of the trust estates, including becoming a member of any stockholders' or bondholders' committee; to accept and hold any new securities issued pursuant to any plan of reorganization, readjustment, merger, consolidation or liquidation; to pay any assessments on stocks or securities or to relinquish the same, and to otherwise exercise any and all rights and powers and deal in and with the securities and properties held in said trust estates in the same manner and to the same extent as any individual owner and holder might do.
- (9) Partnership Interests. To acquire by purchase, assignment or capital contribution, a partnership interest in any general or limited partnership at the sole risk of the Trust Estate. The Trustee may enter into any general or limited partnership agreement, become and remain a partner under it, and carry out all of the terms and conditions of any partnership agreement, notwithstanding the fact that Trustee may also be a partner of the partnership for his own account.
- (10) Cash Funds. To retain cash funds uninvested for such reasonable periods of time as the Trustee shall determine; to deposit cash funds as a general deposit in a special

account in the deposit department of any corporate trustee acting hereunder without liability for interest thereon.

- (11) Continuation or Sale of Business Enterprises. To retain any business interest, as shareholder, security holder, creditor, partner (whether general or limited), proprietor or otherwise, even though it may constitute all or a large portion of the trusts created hereunder and notwithstanding the normal rules of diversification; to participate in the conduct of any business or to rely upon others to do so, and take or delegate to others discretionary power to take any action with respect to its management and affairs which an individual could take as owner of the business, including the voting of stock and the determination of all questions of policy; to execute partnership agreements and amendments thereto; to participate in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of any business or any change in its nature; to invest additional capital in, subscribe to or buy additional stock or securities of, or make secured, unsecured or subordinated loans to any business, with trust funds; to rely upon reports on the operations and financial condition of any business, without independent investigation; to elect or employ, as directors, officers, employees or agents of any business, and compensate, any persons, including a director, officer, or agent of any corporate trustee hereunder; to deal with and act for any business in any capacity, including any banking or trust capacity and the lending of money out of a Trustee's own funds, and to be compensated therefor. If the Trustees shall determine to dispose of all or any part of the Trust's interest in such businesses, they shall be under no obligation to solicit offers from third parties and, based solely upon an appraisal or appraisals of a qualified appraiser, may sell such securities to another shareholder or to the Corporation upon such terms as they shall in their sole discretion deem reasonable.
- (12) Foreclosure. The Trustee is empowered to bid for and purchase any real or personal property in which the Trustee may have any interest and which is sold at any lien holder's or pledgee's sale, under any pledge or chattel mortgage of financing agreement. The Trustee may also acquire, by transfer in lieu of foreclosure of sale, property so encumbered and in default, and the property may be accepted in part or full satisfaction of the encumbrances against the property.
- (13) Notes, Bonds, and Other Evidences of Indebtedness. To renew or extend or participate in the renewal or extension of any note, bond or other evidence of indebtedness or any other contract or lease, or to exchange the same, or to agree to a reduction in the rate of interest or rent thereon or to any other modification or change in the terms thereof, or of the security therefor, or any guaranty thereof, in any manner and to any extent that the Trustee may deem advisable in the Trustee's discretion; to waive any default, whether in the performance of any covenant or condition of any such note, bond, or other evidence of indebtedness or any other contract release, or of the security therefor, and to carry the same past due or to enforce any such default as the Trustee, in the Trustee's discretion, deems advisable; to exercise and enforce any and all rights to foreclose, to bid in property on foreclosure; to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect to any such note, bond or other evidence of

indebtedness or any other contract or lease, or the security therefor; to pay, compromise, and discharge with the funds of the trust estates any and all liens, charges or encumbrances upon the same, in the Trustee's discretion, and to make, execute and deliver any and all instruments, contracts or agreements necessary or proper for the accomplishment of any of the foregoing powers.

- (14) Borrowing and Lending. To borrow money for any purpose which the Trustee deems advisable in the administration of the trust or for any other purpose from any source, notwithstanding that the Trustee may have a financial interest in such source, and to pay reasonable interest on such loans, to obligate the Trust Estate for repayment of any such loan, to encumber any part of the Trust Estate as security for any such loan, and to renew any such loan from time to time, using such procedures as the Trustee determines to be commercially reasonable. To lend money to the Personal Representative of the Grantor, to any Beneficiary of any trust hereunder, to the Grantor (although at the time of this Agreement, there is no present intention for the Grantor to borrow any funds from the Trust Estate), to the Trustee (in the Trustee's fiduciary capacity) under any trust created by the Grantor by agreement during the Grantor's lifetime or under the Grantor's Last Will and Testament or to any closely held business, whether or not incorporated, following the death of the Grantor in which the Grantor owned an interest at death, such loans to be for such purpose and upon such terms (including any requirement as to security or interest, if any) as the Trustee deems appropriate. The Trustee may lend or advance the funds of such trust for any trust purpose to this trust, said loans or advances to bear interest at the then lawful rate (but in no event at a rate in excess of the rate which a bank would charge for a similar loan to the trust) from date of advancement until paid and, together with interest, to constitute a first lien upon the entire Trust Estate until paid.
- (15) Deposits. To deposit cash funds of any trust in the commercial or savings departments of any corporate fiduciary or of any other bank or trust company or in any other depository.
- (16) Settlement of Claims. To adjust, compromise and settle debts, expenses, charges, taxes or claims upon the trust estates, or any part thereof, or upon or relating to any of the assets thereof, including any and all claims which may be asserted by any federal, state, or local agency or private party involving the alleged violation of any federal, state, or local law, rule, or regulation affecting property held in any trust created hereunder.
- (17) Margin Accounts. To establish margin accounts with any securities dealer or dealers, and to borrow money against securities held or purchased in any such account and use the proceeds of such borrowings for any lawful purpose, including the purchase of additional securities; to write call options on securities held in any trust created hereunder and to write call options on securities not held in any trust hereunder; and to sell, purchase or buy-in any such call option on securities; to buy or sell put options on either securities or market indexes, and future contracts on market indexes. The Trustee may enter into any transaction herein authorized upon such terms as the Trustee deems advisable. It is the Grantor's intent that the Trustee shall be fully

authorized and empowered to purchase securities on margin (and to allow securities dealers to do the same); to write both covered and uncovered call options on securities, and to sell, purchase or buy-in covered and uncovered call options even though such activities may be considered speculative and not generally suitable for trustees. In the absence of bad faith or willful negligence the Trustee shall not be responsible for any loss resulting from any activity herein authorized.

- (18) Real Estate. To make ordinary or extraordinary repairs, improvements or alterations in buildings or other structures or in any other asset of the trust estates, and to remove or demolish any improvements. To raze existing or erect new party walls or buildings, alone or jointly with owners of adjacent property. The Trustee shall allocate any and all depreciation as to any real estate constituting a part of the trust estate to the then Beneficiary or Beneficiaries to whom income hereunder is distributed, and if any of such income is retained and accumulated in such trust estate, to the trust, in the proportions in which such income is distributed and/or retained and accumulated.
- (19) Merger of Trusts. To combine the assets of separate trusts hereunder for the purpose of more convenient administration of investment for any period of time, preserving the separate character of the Beneficiaries' proportionate shares, and to merge the assets of any Trust hereunder with those of any other trust, by whomsoever created, maintained for the same Beneficiaries upon substantially the same terms (even though the component trusts differ as to contingent beneficiaries, in which case, if the contingency occurs, the fund may be distributed in such shares as the Independent Trustee, in its sole discretion, deems to create a fair ratio between remaindermen). In determining whether the terms and Beneficiaries of such other trust are substantially similar to those of the particular trust created hereunder, the determination of the Trustee shall be conclusive and shall not be subject to review. If there is a disparity in the maximum duration of the merged trusts, the shortest maximum duration shall control.
- (20) Agents. To delegate authority to any one or more of the Trustees or to agents or proxies for the administration of the Trust Estate, even if associated with a Trustee, with liability only for reasonable care in their selection, conferring on such delegates both ministerial and discretionary powers and duties. Such delegation shall be evidenced by a written instrument executed by all of the Trustees (or one or more counterparts) and may be revoked by any Trustee in a written instrument executed by him and delivered to the other Trustees then acting. The Trustees shall not be prohibited by their fiduciary capacity from being employed by or compensated from the Trust or by any business in which the Trust is interested. Without limiting their general authority, they may employ legal counsel, accountants and investment counsel. In all cases they may pay reasonable compensation to all agents, consultants, employees and the Trustees.
- (21) Undivided Interests. To hold any two or more trusts or parts of such trusts created hereunder together as an undivided and consolidated whole in which such separate

trusts or parts of such trusts shall have undivided interests, provided that no such holding shall defer the vesting of any trust estate in possession or otherwise.

- (22) Execute Instruments. To execute and deliver all instruments which will accomplish or facilitate the exercise of any power herein granted to the Trustee.
- (23) Tax Elections. To claim trust administration expenses as income tax deductions when an election is permitted by law and when in the Trustee's judgment such action will reduce the total estate and income taxes payable by the Grantor's estate, to make any elections for purposes of any generation-skipping tax, including elections to allocate the Grantor's Remaining GST Exemption among property the Grantor has transferred or trusts the Grantor has created during the Grantor's lifetime or at the Grantor's death, even though the allocation may not be consistent with the division of property under this Trust Agreement; provided, however, that no compensating adjustments shall be made between income and principal nor with respect to any devise in any will executed by the Grantor.
- (24) Rights Regarding Insurance Policies. With respect to any life insurance policy which is or becomes a part of the trust estate, the following provisions shall apply:
- (a) Payment of Premiums. The Trustee in the Trustee's discretion may make payments of premiums or other charges on any such policy out of the principal of the Trust Estate; however, no duty or responsibility for payment of premiums or other charges on account of any such policy shall rest upon the Trustee. If sufficient funds are not available or provided to the Trustee to pay the premiums or any other charge on any such policy, the Trustee may, in the Trustee's discretion, allow the automatic premium loan feature of the policy to operate. If there is no such feature the Trustee may exercise any option available under the insurance policy to reduce the premiums and/or insurance coverage, to use assets of the policy to pay premiums or to purchase reduced paid up insurance, to borrow upon the policy or from any other source for the payment of the premiums, whichever option shall in the sole discretion of the Trustee be deemed to be in the best interest of the Trust Estate. The Trustee shall have no duty or obligation to inquire whether premium payments have been made, and in the absence of specific written notice to the Trustee that premiums have not been paid, the Trustee shall have no duty to exercise discretion to allow automatic premium loan provisions to operate, to borrow to pay premiums or to elect the automatic forfeiture feature. The Trustee shall not be required in any event to pay the premiums on any policy held as a part of any Trust Estate hereunder or to see that such policy is kept in force.
- (b) Transfers to Trust. Any life insurance policy may be transferred to the Trust Estate by the owner thereof delivering the policy to the Trustee and causing the Trustee to be named the owner and beneficiary of such policy. Any such additional policy transferred to the Trust Estate shall be added to Exhibit A attached to this Trust Agreement; however, the failure to do so shall not limit

the efficacy of the transfer of such policy to the Trust Estate. This Trust Agreement shall fully apply to any life insurance policy into which a policy that is a part of the Trust Estate may be converted, reissued or consolidated.

- (c) Use of Cash Value. The Trustee shall have no duty to borrow against the cash value of any policy held in trust or otherwise to use the cash value for other investment purposes.
- (d) Indemnification of Trustee. The Trustee need not, except at the Trustee's option, enter into or maintain any litigation, endorse payments of policies, or take any other action with respect to any policies, until the Trustee shall have been indemnified to the Trustee's satisfaction against all expenses and liabilities to which the Trustee may in the Trustee's judgment be involved by such action on the Trustee's part. The Trustee shall have no duty or responsibility to inquire into whether or not it has been designated as a beneficiary of any policy or of any employee death benefit of which it has not received notice. Notwithstanding any provision herein to the contrary, in no event shall the powers granted under this paragraph be exercised or exercisable by an individual trustee with respect to any policy of insurance on his or her life.
- (e) Full Discharge. The payment of an insurance company of the proceeds of any policy of insurance to the Trustee shall be a full discharge of the insurance company on account of such policy and the insurance company shall not be responsible for the proper discharge of the trust of any part thereof.
- (f) Exculpation of Insurer. No insurance company or other entity issuing any policy or policies of life insurance on the life of the Grantor or any other person, which at any time are transferred to or made payable to the Trustee, shall be required to ascertain whether or not any person other than the Trustee initially named hereunder has become a Co-Trustee of the trust or trusts created hereunder, but may deal with the Trustee initially named and make payments to said Trustee in the amounts payable on account of such policy of insurance as if said Trustee were the sole Trustee hereunder.
- (g) Incidents of Ownership. The Trustee is vested with all right, title, and interest in and to each policy of insurance held in trust hereunder. The Trustee is authorized and empowered to exercise all incidents of ownership with respect to any life insurance policy held by the trust, including the rights: to receive or apply dividends or distributive shares of surplus; to obtain and receive from the respective insurance companies such advances or loans on account of any of the policies as may be available; to exercise any option or privilege granted in the policy; to sell, assign or pledge any policy; to designate the Trustee as beneficiary of any policy but only in the Trustee's capacity as Trustee of the trust to which said policy, or part thereof, is assigned or transferred; to borrow against the policy or obtain funds from others for

purposes of paying policy premiums, but if there are insufficient funds to pay such premiums, the Trustee shall not be accountable for failure to make such premium payment. The insurance company that has issued a policy is authorized and directed to recognize the Trustee as absolute owner of that policy.

- (h) Purchase of and Retention of Policy. The Trustee is authorized to retain as an investment of the Trust Estate any insurance policies on the life of the Grantor or any beneficiary of any trust herein created; to take out or otherwise acquire insurance on the life of any beneficiary of any trust or any person in whose life any trust or any beneficiary thereof may have an insurable interest, and to allow any such policy to lapse or surrender it for cash, or to exercise any other right of optional settlement thereunder (all premiums and assessments upon any policy to be paid out of the income otherwise available for distribution, and to the extent the income is insufficient, out of the principal, of any separate trust or trusts involved, adding the principal amount of any profits to the principal thereof). The Trustee may rely on the recommendation of the life insurance agent of the Grantor with respect to such purchase without any duty or obligation to make further inquiry or investigation concerning the policy or the insurance company issuing the policy and shall be fully exonerated from any liability for action taken in good faith reliance on such agent's recommendation. The Trustee is further authorized to retain any policy received as an original asset of the trust without any duty to diversify investments or to invest in securities or other properties during the life of the Grantor.
- (25) Liability and Property Insurance. To insure assets of the Trust Estates against damage or loss, and the Trustee against liability with respect to third persons.
- (26) Advances of Income. To advance income to or for the use of any Beneficiary of a trust created hereunder, for which advance the Trustee shall have a lien on the future benefits of such Beneficiary.
- (27) Transactions Between Fiduciaries. To enter into any transaction authorized by this Trust Agreement with any Trustee individually or in its corporate capacity, or with a corporation of which any Trustee is an officer, director, or shareholder, subsidiary or affiliate, or with trustees or representatives of other trusts or estates even though any such trustee or representative is also a Trustee hereunder, provided only that such action is not taken in bad faith. In any such transaction, the Trustee may purchase property or make loans on notes, securities and property even though similar or identical property constitutes all or a large portion of the balance of the trust estates held hereunder, and the Trustee may retain such property or note with the same freedom as though it had been an original part of the trust estates.
- (28) Division of Property. To divide the Trust Estate or any Trust, as the Independent Trustee shall determine, determining values, designating particular assets for Beneficiaries or Trusts and assigning like or unlike properties to different

Beneficiaries or Trusts; to create or hold undivided interests in any Trust, and to make distributions and payments in cash or in kind or in both.

- (29) General Business Powers. To exercise every power not specifically granted by this Trust Agreement which may be necessary to enable the Trustee to create, continue, operate, expand and change the form of any individual proprietorship, partnership, joint venture, corporation or other business.
- (30) General Powers. To compromise, settle and adjust all claims and problems of any kind and to perform all other acts which the Trustee deems necessary or advisable for the complete administration of the Trust.

10.2 **Additional Trustee Powers.** In addition to all other powers the Independent Trustee has hereunder, the Independent Trustee shall have the following additional powers:

- (1) Power to Enter Into Purchase and Sale Agreement. The Independent Trustee shall have the power to enter into the contemplated Purchase and Sale Agreement, (or an agreement having comparable but different terms and provisions as may be finally negotiated by the parties) a copy of which is attached thereto as **Exhibit C**, with the Grantor as Seller and the Independent Trustee as Buyer pursuant to which the Independent Trustee shall purchase property in exchange for cash and a promissory note (the "Note"), a copy of which is attached thereto as **Exhibit D**, or other payment. In connection with any such agreement the Independent Trustee shall have the power to dispose of the property purchased in any manner it desires, consistent, however, with the purpose of the Trust Agreement and the discharge of fiduciary duties.
- (2) Payment of Note. The Independent Trustee shall pay the Note described in the Purchase and Sale Agreement (or a Note having comparable but different terms and provisions as may be finally negotiated by the parties) on the date specified therein (or other such date as may be finally negotiated by the parties) to the holder thereof. Such payments shall be made in cash, and the Trustee may sell or borrow on the security of any asset of this Trust for the purpose of satisfying the obligation under the Note.
- (3) Power to Take Steps to Comply With Terms of Note. The Independent Trustee shall take such action as is necessary to comply with the terms of the Note, including, without limitation, selling property received from the Grantor in connection therewith and borrowing money using such property as collateral therefore.
- (4) Power by Independent Trustee to Reimburse Grantor for Income Taxes. The Independent Trustee may, in the Independent Trustee's sole and absolute discretion, pay to the Grantor or the Grantor's Personal Representative such amounts as the Grantor or such Personal Representative shall certify as being required to discharge the Grantor's tax liability (whether federal, state or otherwise) in respect to taxable income realized by the Trust solely for the purpose of enabling the Grantor to discharge such tax liability of the Grantor on a timely basis.

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ARTICLE 11
Certain Trustees Powers

11.1 **Certain Trustees Powers.** Notwithstanding the foregoing, the following provisions shall apply to supersede or modify the general powers of the Trustees as set forth in other Articles of this Trust Agreement, where the context admits, during any period in which Individual Trustees shall be acting:

- (1) Individual Independent Trustee to Direct Corporate Trustee During the Life of the Grantor. During the life of the Grantor, the Individual Independent Trustee shall direct the Corporate Trustee with regard to all discretionary distributions of trust property to beneficiaries hereunder, and the Corporate Trustee is authorized to follow the written directions of the Individual Independent Trustee with respect thereto (provided, however, that the Individual Independent Trustee shall not be authorized to direct the Corporate Trustee to make any distributions that would violate the provisions of this agreement). The Corporate Trustee shall not be accountable for (i) any action taken pursuant to direction of the Individual Independent Trustee or (ii) inaction of the Individual Independent Trustee.
- (2) Individual Trustees to Direct Corporate Trustee After the Death of the Grantor. After the death of the Grantor, the Individual Trustees shall direct the Corporate Trustee with regard to all discretionary distributions of trust property to beneficiaries hereunder, and the Corporate Trustee is authorized to follow the written directions of the Individual Trustees with respect thereto (provided, however, that the Individual Trustees shall not be authorized to direct the Corporate Trustee to make any distributions that would violate the provisions of this agreement). The Corporate Trustee shall not be accountable for (i) any action taken pursuant to direction of the Individual Trustees or (ii) inaction of the Individual Trustees.
- (3) No Individual Trustees Acting. If at any time there are no Individual Trustees acting hereunder, then the Corporate Trustee shall exercise all rights and powers of the Individual Trustee.
- (4) Superceding Powers of Individual Trustees. Despite the general powers of the Trustee, the following provisions shall apply, where the context admits, during any period in which an Individual Trustees shall be acting:
 - (a) Corporate Trustee to Follow Direction of Individual Trustees. The Corporate Trustee shall follow the written directions of the Individual Trustees with respect to the retention, purchase, sale or encumbrance of trust property and the investment and reinvestment of principal and income held hereunder, the sole authority and discretion for which shall belong to the Individual Trustees (provided, however, that the Individual Trustees shall not be authorized to direct the Corporate Trustee to purchase any asset that would violate federal,

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state or local law, or the provisions of this agreement), and accordingly the Corporate Trustee shall have no duty to review or monitor trust investments while the Individual Trustees is acting. The Individual Trustees shall have full authority to direct the Corporate Trustee to take any action with respect to the trust assets that the Corporate Trustee is authorized to take under Article 10 of this Trust Agreement.

- (b) Proxies Issued in Name of Individual Trustees. The Corporate Trustee shall issue proxies to vote all securities held by the trust to the Individual Trustees. The Corporate Trustee shall not thereafter be liable for the manner in which those securities are voted, for any direct or indirect result of the voting, or for any failure to vote those securities.
- (c) Investment Advisors Selected by Individual Trustees. The Individual Trustees, at any time and from time to time, shall have the power and authority (i) to select one or more investment advisers, managers or counselors (hereinafter "Investment Advisers"), including the Corporate Trustee or any of its affiliates, and to delegate to them any or all of its powers, whether discretionary or nondiscretionary, as set forth in this Article with respect to all or any portion of the trust assets; (ii) to negotiate the terms of, and execute management agreements with, such Investment Advisers; and (iii) to direct the Corporate Trustee to pay the compensation and costs of such Investment Advisers from the trust assets. It is understood and agreed that if the Corporate Trustee or any of its affiliates is appointed as an Investment Adviser hereunder, fees in addition to the compensation the Corporate Trustee is entitled to receive while an Individual Trustee is acting may be charged.
- (d) Individual Trustees to Direct Brokerage Instructions. The Individual Trustee, at any time and from time to time, shall have the power and authority to direct brokerage instructions for any security transactions executed with respect to the trust, provided that the broker selected is acceptable to the Corporate Trustee as a counter-party. In connection therewith, the Individual Trustee may (i) enter into such contracts, agreements or other arrangements as the Individual Trustee deems appropriate with such brokers as it selects and (ii) direct the Corporate Trustee to pay the compensation and costs of brokers from the trust assets. The Grantor recognizes that pursuant to such brokerage instructions as the Individual Trustee may direct, the trust may pay more in commissions for the purchase or sale of a particular security than might have been obtained elsewhere. Neither the Corporate Trustee nor the Individual Trustee shall have any liability for any such differences in brokerage commissions.
- (e) Corporate Trustee Not Responsible for Certain Losses. The Corporate Trustee shall not be accountable for any loss or depreciation in value sustained by reason of action (i) taken pursuant to direction of the Individual Trustees or any Investment Adviser or (ii) not taken by reason of disapproval or inaction

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by the Individual Trustees or any Investment Adviser pursuant to the preceding provisions of this Article. The foregoing sentence shall not be construed as placing any affirmative obligation on the Corporate Trustee to seek advice and directions from the Individual Trustee or any Investment Adviser under any circumstances, it being my specific intention to relieve and exclude the Corporate Trustee of all responsibility for investment performance of the trust assets while the Individual Trustees is acting. No person dealing with the Trustee shall be required or privileged to inquire whether there has been compliance with these provisions.

- (f) Emergency. Despite the foregoing provisions of this Article 11 if, in any case of emergency, it is impossible or impracticable for the Corporate Trustee, as determined solely by the Corporate Trustee, to obtain the direction of the Individual Trustees with respect to trust investments because of an incapacity, disability or other condition preventing such Individual Trustee from acting, then all the rights, powers and discretion conferred upon the Individual Trustees under this Article 11 shall, until the passing of such emergency, vest in and may be exercised by the Corporate Trustee as fully and effectively as if such rights, powers and discretion had originally been conferred upon the Corporate Trustee solely. The Corporate Trustee shall incur no liability for actions taken in good faith pursuant to the powers granted by this paragraph 11.1(4)(f).
- (g) Custody of Assets. The Corporate Trustee shall have the entire care, control and/or custody of all of the assets comprising the Trust Estate and shall have sole responsibility for (i) making all payment of liabilities and administration expenses, and (ii) effecting all distributions pursuant to the instruction of the Individual Trustees, whether of principal or of income, to the beneficiaries under this Trust Agreement. Such Corporate Trustee shall maintain full and accurate books of account and records of all financial transactions relative to such trust, which shall be available at all reasonable times for inspection by the co-fiduciaries, the Grantor, each presently vested income, principal and remainder beneficiary of this trust, and their respective representatives.

ARTICLE 12 Special Provisions

12.1 **Termination Provisions.** Notwithstanding any other provision in this Trust Agreement to the contrary, the Independent Trustee shall have the power to terminate any trust created hereunder, without court approval, whenever such Independent Trustee deems it advisable for any reason, including but not limited to reasons of economy of administration or for tax reasons. Upon such termination, the Trustees shall pay over and distribute, outright and free of trust, the balance of such trust, including principal and all undistributed income, to the persons and in the proportions determined as though such trust had terminated immediately prior to the time specified in

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this paragraph. Notwithstanding any provision of this paragraph to the contrary, no discretion granted to the Independent Trustee hereunder shall be exercisable by any Trustee who is a beneficiary of the trust which is to be terminated.

12.2 Power to Amend. Notwithstanding any other provision in this Trust Agreement to the contrary, the Independent Trustee shall have the power to amend this Trust Agreement to carry out the tax objectives of the Grantor and to carry out the intent of the Grantor, as determined solely by the Independent Trustee, without court approval.

12.3 Disclaimers or Renunciations. Any Trustee or any Beneficiary or other person (or his or her agent or Personal Representative on his or her behalf) shall have the power to disclaim or renounce, in whole or in part, any interest, right, or power of discretion hereunder, by written instrument filed with any Trustee. In the event of any renunciation or disclaimer of any interest in any trust, the property in which the interest disclaimed existed shall be disposed of in the manner provided in this Trust Agreement as though the person renouncing or disclaiming had not survived the Grantor.

12.4 Allocation of Receipts and Disbursements Except as otherwise provided in this Trust Agreement, the Trustee shall have the power to reasonably allocate all receipts and disbursements between principal and income in the discretion of the Trustee. The Trustee may, but need not, create reserves out of income for depreciation, obsolescence, amortization or depletion in real, personal, intangible, mineral or timber assets, notwithstanding the Revised Uniform Principal and Income Act as adopted in South Dakota or other situs of a trust. Income shall not be apportioned between successive income Beneficiaries or between income Beneficiaries and remaindermen, and, instead, upon the death of an income Beneficiary all undistributed income, whether actually collected or accrued but uncollected, shall be apportioned to the next taker rather than to the estate of a deceased income Beneficiary.

12.5 Contingent Perpetuities Saving Clause. No trust created hereunder, shall be construed to extend beyond the period permitted by applicable law. If, under the applicable law, the trust would be required to terminate at a time prior to that contemplated herein, the trust shall terminate on the last day on which such trust could exist under the applicable law. Upon termination, the trust shall be distributed to the then-living issue of the person for whom the trust was named, by right of representation.

12.6 Spendthrift Clause. No title in any trust created hereunder or in the income therefrom shall vest in any Beneficiary, and neither the principal of nor the income from any such trust shall be liable for the debts of any Beneficiary. No Beneficiary of any trust created hereunder shall have any power to sell, assign, transfer, encumber, anticipate or otherwise dispose of his or her interest therein as a Beneficiary or distributee prior to the actual payment or distribution thereof by the Trustee to him or her, and any attempt of any Beneficiary to do so shall be disregarded by the Trustee. Neither the principal of nor the income from any trust created hereunder shall be liable for the payment or satisfaction of alimony, maintenance, or any support obligation, to or for the benefit of a separated or divorced spouse of any Beneficiary of such trust, pursuant to a dissolution, legal separation, or annulment proceeding to which said Beneficiary is a party. This provision shall not limit the exercise of any power of appointment herein.

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12.7 Payments to Beneficiaries Under Disability. The Trustee may make any distribution hereunder to a Beneficiary under twenty-one (21) years of age or to any other Beneficiary determined by the Trustee to be unable to manage his or her personal finances, without liability to the Trustee and in the discretion of the Trustee, in any one or more of the following ways:

- (1) Directly to such Beneficiary.
- (2) To the legal guardian or conservator of such Beneficiary.
- (3) Directly for the support, maintenance, health and education of such Beneficiary, as long as such expense is not the legal obligation of any other person.
- (4) To anyone (including the parent or spouse of said Beneficiary) who shall have custody and care of the person of such Beneficiary who, as the Beneficiary's natural guardian, shall preserve the same for the immediate or ultimate benefit of the Beneficiary (or his estate), but who shall not be obligated to qualify as a legal guardian or account to any probate court therefor.
- (5) The Trustee of any trust of which all of the assets are fully and unqualifiedly withdrawable by such Beneficiary.
- (6) In the case of a Beneficiary who is under twenty-one (21) years of age, and to the extent such distribution constitutes custodial property other than life insurance and annuity contracts, to a qualified recipient who, in taking the same "as custodian for" the Beneficiary under the appropriate state's Uniform Transfers to Minors Act, indicates that such sum or property will be treated in all respects as "custodial property" for the benefit of the Beneficiary in accordance with such Act (whether or not such Act permits custodial property of such an origin).
- (7) The purchase of stocks, bonds, insurance (including any premium payment) or other properties of any kind, with ownership registered in the sole name of such Beneficiary.
- (8) The making of a deposit into a bank, savings and loan association, brokerage or other similar account in the name of such Beneficiary.

A distribution shall be made in the manner described in paragraphs 12.7(4) and 12.7(6) only if legally enforceable indemnification in favor of the Beneficiary is received against anyone other than the Beneficiary (or his estate) benefiting thereby. The receipt for or evidence of any such payment, distribution, or application shall be a complete discharge and acquittance of the Trustee to the extent of such payment, distribution, or application and, except for enforcement of any above described indemnification, such Trustee shall have no duty to see to the actual application of amounts so paid or distributed to others. Even in the absence of minority or disability, distributions made in the manner described in paragraphs 12.7(1), 12.7(3), 12.7(5), 12.7(7), or 12.7(8) shall be conclusively deemed to have been made for the "direct" benefit of the Beneficiary. Notwithstanding the foregoing, any distribution to be made to a Beneficiary from any trust hereunder which is an electing "Qualified

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Subchapter S Trust" ("QSST") pursuant to paragraph 1361(d) of the Internal Revenue Code shall only make distributions in the manner described in paragraphs 12.7(1), 12.7(2), and 12.7(6) during any period during which such trust is a QSST.

12.8 Generation-Skipping Transfer Tax Provisions.

- (1) Allocation of Exemption. The Trustee may allocate, in the Trustee's sole discretion, any portion of the Grantor's exemption under Section 2631(a) of the Internal Revenue Code to any property as to which the Grantor is the transferor, including any property transferred by the Grantor during the Grantor's life as to which the Grantor did not make an allocation prior to the Grantor's death, and to direct the Personal Representative of the Grantor's estate to make such allocation in accordance with the Trustee's direction. In the event that the Trustee and the fiduciaries of the Grantor's estate or any trust created by the Grantor cannot agree upon such allocation, such determination shall be made in accordance with the terms of the Grantor's Will.
- (2) Division into Exempt and Non-Exempt Trusts. The Trustee may, in the Trustee's sole discretion, divide property in any trust being held hereunder with an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code of neither one nor zero into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one (1) and the other to have an inclusion ratio of zero (0).
- (3) Power to Create or Eliminate General Power of Appointment. The Trustee (other than any Beneficiary) is authorized in the Trustee's discretion with respect to all or any part of the principal of a trust (including a pecuniary amount) for the benefit of a Beneficiary hereunder, other than the Grantor's spouse, by an instrument filed with the trust records, (a) to create in said Beneficiary a general power of appointment within the meaning of Section 2041 of the Internal Revenue Code (including a power that requires the consent of the Trustee (other than any Beneficiary) that may dispose of such principal upon the death of said Beneficiary, (b) to eliminate such power for all or any part of such principal as to which such power was previously created pursuant to this paragraph or any other provision of this Trust Agreement, (c) irrevocably to release the right to eliminate such power, and (d) to divide the trust principal into two fractional shares based upon the then portion of the trust that would be includible in the gross estate of said Beneficiary holding such power if he or she died immediately before such division (in which case the power shall be over the entire principal of one share and over no part of the other share) and each such share shall be administered as a separate trust hereunder unless the Trustees shall in the Trustee's discretion thereafter combine such separate trusts into a single trust which the Trustee is hereby authorized to do. In authorizing such action it is the Grantor's hope (but the Grantor does not direct) that a general power will be kept in effect when the Trustee (other than any Beneficiary) believes the inclusion of the property affected thereby in said beneficiary's gross estate may achieve a significant savings in transfer taxes by having an estate tax rather than a Chapter 13 tax imposed on the property subject to the general power of appointment (which may also permit a

greater use of the exemption of said beneficiary and said beneficiary's spouse under Section 2631(a) of the Internal Revenue Code).

12.9 Gift Tax Returns. The Grantor agrees to comply with the terms and provisions of the laws of the United States of America or any state thereof, pertaining to the taxability of gifts, and will execute and file gift tax returns, if required under said laws, when due, and will pay as and when due and payable such gift taxes, if any, that shall arise from and by virtue of any transfer made by the Grantor to the Trustee. The Grantor does hereby agree to defend, hold harmless, and indemnify the Trustee of and from any and all liabilities, costs, damages, and expenses that may be incurred by or assessed against the Trustee because of the failure, neglect, or refusal of the Grantor to file any such gift tax return or returns, or to pay any such gift tax or taxes.

12.10 S Corporation Savings Provision. Notwithstanding any other provision of this Trust Agreement, if any trust created hereunder is or becomes the owner of stock of an S Corporation (defined in Section 1361(a) of the Internal Revenue Code) by contribution, formation, reorganization, acquisition, or election, and the Independent Trustee determines, in the Independent Trustee's sole discretion, that (i) the stock cannot practicably be disposed of in accordance with the provisions of this Trust Agreement other than this provision without causing the corporation to lose its status as an S Corporation, and (ii) that it is in the best interests of the Beneficiaries of the trusts administered under this Trust Agreement to elect or continue the S corporation election for such corporation, then the Grantor authorizes the Independent Trustee to:

- (1) appoint the stock to such person or persons out of the class of Beneficiaries who are the permitted beneficiaries for distribution of income pursuant to the terms of any trusts administered under this Trust Agreement in whatever proportions (including an appointment to the Independent Trustee in trust for any such person, with any such trust to be an eligible shareholder of an S Corporation), as the Independent Trustee, in the Independent Trustee's discretion, may determine; or
- (2) amend the trust or petition the court with jurisdiction over any trust created under this Trust Agreement to equitably reform any such trust into an "Electing Small-Business Trust" ("ESBT") (as such term is defined under Section 1361(c)(2)(A)(v) of the Internal Revenue Code) and to make any necessary tax election to treat such amended or reformed trust as an ESBT; or
- (3) amend the trust or petition the court with jurisdiction over any trust created under this Trust Agreement to equitably reform any such trust and create an ancillary "Qualified Subchapter S Trust" ("QSST") (as defined in Section 1361(d)(3) of the Internal Revenue Code) and to make any necessary tax election to treat such amended or reformed trust as a QSST.

Any such reformation may eliminate the beneficial interests of Beneficiaries other than the primary Beneficiary of such trust and/or equitably divide the interests of the Beneficiaries into separate trusts. If the decision is made to create one (1) or more ESBTs or ancillary QSSTs, then the Trustee may exercise or release this power at any time, but shall not be required to exercise it and shall have no liability whatsoever for releasing or failing to exercise it.

12.11 Power to Disclaim Powers. The Trustee shall have the power to disclaim any power which, in the discretion of the Trustee, will or may cause the Trustee to be considered an "owner" or "operator" of property held in the Trust Estate or in any trust created hereunder as those terms are defined in the Comprehensive Environmental Response, Liability and Compensation Act, (CERCLA), as amended from time to time, or which shall otherwise cause the Trustee to incur liability under CERCLA or any other federal, state, or local law, rule or regulation. The power to disclaim as contained in this paragraph shall apply to any power, whether actually set forth in this Trust Agreement, incorporated by reference herein, or granted or implied by any statute or rule of law.

12.12 Inspection of Trust Property. The Trustee may, in the Trustee's discretion, periodically inspect and review, or require the inspection and review of any and all property held in the Trust Estate or in any trust created hereunder for the purpose of determining compliance with any law, rule or regulation affecting such property, with all expenses of such inspection and review to be paid from the income or principal of the Trust Estate.

12.13 Cleanup of Trust Property. The Trustee may take any and all action the Trustee shall reasonably deem necessary, in the Trustee's discretion, to prevent, abate, "clean up," or otherwise respond to any violation of any federal, state or local law, rule, or ordinance affecting any property held in the Trust Estate or in any trust created hereunder related to the generation, use, treatment, storage, disposal, release, discharge, or contamination by any materials or substances that are prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or human health. Such actions may be taken prior to the initiation of enforcement action by a federal, state, or local agency. The Trustee shall obtain an estimate of the cost of such response to such violation or contamination and shall notify the Beneficiaries of the estimated cost of such response. Such Beneficiaries shall have the right to pay for such response costs or to authorize payment of such costs by the Trustee from the trust. If the Beneficiaries for any reason fail to pay for or authorize payment of such costs from trust or estate assets, the Trustee shall be entitled nonetheless to use trust assets to pay such costs or, in the Trustee's discretion, to resign in accordance with this Trust Agreement.

12.14 Environmental Liability. The Trustee shall not be held personally liable to any Beneficiary of the Trust Estate or of any trust created hereunder, or to any other party interested in the Trust Estate or any trust created hereunder, for any claim against the Trust Estate or any trust created hereunder for the diminution in value of the trust property arising from the compliance by the Trustee with any federal, state or local law, rule or regulation including, but not limited to: (a) the reporting of or other response to the contamination of trust property by substances or materials prohibited or regulated by federal, state, or local law or that are known to pose a hazard to the environment or to human health, (b) the reporting of or other response to violations of any other federal state or local law, rule or regulation involving materials or substances regulated by federal, state or local law or that are known to pose a hazard to the environment or human health, or (c) other matters relating to environmental laws. Neither the Trustee (as shareholder in a closely held corporation), nor any officer or employee of the Trustee (acting on behalf of the Trustee as an officer or director of such a closely-held corporation), shall be held personally liable for any claims made against the Trust Estate or any trust created hereunder arising from the exercise of decision-making authority in such capacity related to (a) the cleanup of or other response to the contamination of trust property (including property owned or operated by a business in which any trust hereunder owns an

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interest) by any substance or substances prohibited or regulated by federal, state or local law or that are known to pose a hazard to the environment or to human health or (b) the use of trust property (including property owned or operated by a business in which the trust owns an interest) for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release or discharge of any hazardous or toxic materials or substances except as a result of negligence or wrongful or willful acts.

12.15 **Notice.** The Grantor hereby directs that the Trustees are not required to provide the notice set forth in SDCL § 55-2-13 to qualified beneficiaries.

12.16 **CPA As Trustee.** Upon the death of the Grantor, JIM WEICHERT is named and appointed as an Individual Trustee. JIM WEICHERT is a Minnesota certified public accountant with the firm of Deloitte & Touche USA LLP. In naming and appointing JIM WEICHERT as an Individual Trustee herein the Grantor recognizes and understands that the rules of independence applicable to the accounting profession, and similar rules of Deloitte & Touche USA LLP and its subsidiaries ("the Deloitte U.S. Entities") with which JIM WEICHERT is associated, prohibit and preclude making or retaining any investment or engaging in certain other activities, with respect to companies or other persons or entities which are clients or affiliates of clients of JIM WEICHERT or the Deloitte U.S. Entities. Accordingly, and anything to the contrary notwithstanding, the Grantor authorizes the Trustees to sell any such assets and/or investments that may be part of the Trust Estate at the time of the Grantor's death or at any subsequent time, and to refrain from making any investment or engaging in any other activity which may be in violation of the above stated rules or any future amendments or expansions thereto as they may apply to or affect JIM WEICHERT or the Deloitte U.S. Entities. No Trustee shall ever be liable for any action or omission which JIM WEICHERT reasonably believes to be required for compliance with the preceding sentence. The Grantor further recognizes and understands that, although JIM WEICHERT is associated with the Deloitte U.S. Entities, the Deloitte U.S. Entities cannot and do not accept any responsibility or obligation whatsoever for the performance of the above duties as Trustee under this Trust Agreement.

ARTICLE 13 Fiduciary Liability

13.1 **Limitation of Fiduciary Liability, Generally.** Notwithstanding anything contained herein to the contrary, the Trustee may exercise such discretionary powers in administering, dividing and distributing this Trust. The Trustee shall be liable only if it can be clearly established that the exercise of the Trustee's discretionary powers was made in bad faith. Any additional or successor Trustee shall not be liable for any action taken or omission by a Trustee prior to the time such additional or successor Trustee becomes a Trustee.

13.2 **Exculpation from Strict Liability for Conflicts of Interest.** The Grantor acknowledges that in the exercise of the powers granted to the Trustee by this Trust Agreement, the Trustee may be placed in a position where a court could find the Trustee to have conflicting interests as the Trustee of a Trust under this Trust Agreement and under other trust agreements which have been established by the Grantor or the Grantor's spouse, as the personal representative of the

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Grantor's probate estate or the probate estate of the Grantor's spouse, as a General Partner of various General or Limited Partnerships, and as a director or officer or other managing executive of a corporation or limited liability company or other business enterprise in which a trust administered under this Trust Agreement may invest. As a result, the Trustee could be held liable for self-dealing or perceived conflicts of interest without further inquiry for the Trustee's acts in such a situation regardless of any fault or wrongdoing on the Trustee's part. Therefore, the Grantor hereby directs that any rule of law which may impose strict liability on the Trustee on such a basis shall not be applied to the Trustee and any such law is specifically waived so that the Trustee is exculpated from any and all strict liability relating to perceived self-dealing or conflicts of interest. Any such perceived self-dealing or conflicting interests shall not disqualify the Trustee from acting or taking any action otherwise authorized by this Trust Agreement. In particular, the Trustee is expressly authorized to invest in any asset, including the purchase of assets from the Grantor's estate, from any business entity or trust established by either of the Grantor or the Grantor's spouse (alone or in conjunction with any other person), or borrowing from or lending to any such entity, with respect to which the Trustee may otherwise be considered to have fiduciary duties to the beneficiary of any trust established under this Trust Agreement or to others. In particular, and not in limitation of the foregoing, the Trustee may make decisions on such terms and conditions as the Trustee deems appropriate with respect to the management, purchase, or sale of assets held by such entities or businesses regardless of such perceived self-dealing or conflict. None of the actions described above shall constitute or be evidence of a breach of fiduciary duty on the Trustee's part (or any successor Trustee in a similar situation) and we direct that no personal liability be imposed upon the Trustee and that no surcharge be made upon the Trustee's account for such actions. Therefore, the Trustee shall be held harmless, exculpated, and indemnified by the Trust Estate for any action or failure to act, or error in judgment made by the Trustee which reasonably considers (1) the interests of the beneficiaries of a trust administered under this Trust Agreement, as well as (2) the respective interests of the owners or beneficiaries of such other entities which may be affected by a decision by the Trustee. The liability of the Trustee shall be limited solely to any action or omission made in bad faith, or which constitutes gross negligence, willful misconduct, intentional wrongdoing, or fraud against any beneficiary. If a claim is made, or any action commenced, by a beneficiary against the Trustee, the Trustee shall have the right to immediately engage and pay legal counsel from property of the Trust Estate to defend her personally and in her role as Trustee against any such claim or action. If, however, a court of competent jurisdiction holds that the Trustee acted in bad faith, or acted or omitted to act under the standard described above which constitutes gross negligence, willful misconduct, intentional wrongdoing, or fraud against any beneficiary, the Trustee shall then be obligated to reimburse the Trust Estate for any costs of defense paid from the Trust Estate.

13.3 **Service as Attorney.** Any individual Trustee who is an attorney at law, and any law firm of which such Trustee is an employee or member, may serve as the attorney for any trust created hereunder, for any beneficiary of any such trust, for any business entity in which any such trust or beneficiary may have an interest, and for the Grantor's estate or the beneficiaries thereof, without regard to any apparent conflict between the interests of the Trustee or of any such person or entity and the interests of the beneficiaries hereunder. The Trustee may exercise the Trustee's powers as Trustee to effect the retention of the Trustee or the Trustee's law firm as attorney for any trust hereunder, may consent on behalf of any trust hereunder to the retention of the Trustee or the Trustee's law firm by any other person or entity, and may receive reasonable compensation for the Trustee's service in any such capacity in addition to any compensation which the Trustee may be entitled to receive for the Trustee's services as Trustee. The Trustee shall not be liable (strictly or

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otherwise) to any trust hereunder, or to the beneficiaries thereof, for any action or omission taken or made by the Trustee or the Trustee's law firm, in good faith, in the performance of the Trustee's duties as attorney for any of the foregoing. Without limiting the generality of the foregoing, it is the Grantor's express intent that a Trustee shall not be liable for any gains enjoyed by the Trustee or the Trustee's law firm, or for any advice given or action taken by the Trustee or the Trustee's law firm, which affects the interests of any beneficiary hereunder; provided, however, that neither the Trustee nor the Trustee's law firm shall be relieved hereby from any liability for professional malpractice

ARTICLE 14

Trusteeship

14.1 Trustees and Successors.

- (1) Independent Trustee. During the life of the Grantor, DAN PETERKA shall act as the sole Individual Trustee. If at any time, however, an Independent Trustee is required to act or exercise a power under the provisions of a trust created under the terms of this Trust Agreement and no acting Individual Trustee is an Independent Trustee as defined in paragraph 2.5 then DAVID A. GOTLIEB is appointed as the Independent Trustee to exercise said power, DAVID A. GOTLIEB shall become an Individual Independent Trustee hereunder upon filing a written acceptance of such office with the trust records. After exercising such power, DAVID A. GOTLIEB shall have no further duties other than to account for his actions. DAVID A. GOTLIEB shall not be liable or responsible for the acts of the other Trustees. If DAVID A. GOTLIEB is unable or unwilling to serve or continue to serve as the Independent Trustee then DAVID A. GOTLIEB may designate in writing a successor or alternative Independent Trustee to act. Said designated individual or entity shall become an Independent Trustee hereunder at such time as provided in said writing and upon filing a written acceptance of such office with the trust records.
- (2) Corporate Trustee. There shall always be a Corporate Trustee. The initial Corporate Trustee is SOUTH DAKOTA TRUST COMPANY, L.L.C.
- (3) Individual Trustees. During the life of the Grantor, DAN PETERKA, or his successor, shall act as the sole Individual Trustee. Upon the death of the Grantor, there shall always be at least three (3) Individual Trustees, and the following individuals are appointed as additional Individual Trustees with DAN PETERKA, or his successor upon the death of the Grantor: DAVID A. GOTLIEB and JIM WEICHERT. Said designated individuals shall become additional Individual Trustees hereunder at such time as they file a written acceptance of such office with the trust records. After the death of the Grantor, at least one of the Individual Trustees acting shall always be an Independent Trustee.
- (4) Appointment of One Additional Individual Trustee. After the death of the Grantor, the Individual Trustees named in paragraph 14.1(3), may, but need not, appoint one additional Individual Trustee to serve. Said designated Individual Trustee shall

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become a Trustee hereunder at such time as provided in said writing and upon filing a written acceptance of such office with the trust records.

- (5) Successor Individual Trustees. If any Individual Trustee is unable or unwilling to serve or continue to serve as an Individual Trustee (hereinafter the "Resigning Individual Trustee") then said Resigning Individual Trustee may designate in writing a successor Individual Trustee. Upon the unanimous approval of the other non-retiring Individual Trustees, (hereinafter the "Remaining Individual Trustees") the successor Individual Trustee so designated shall become an Individual Trustee hereunder at such time as provided in said writing and upon filing a written acceptance of such office with the trust records. If the Resigning Individual Trustee fails to designate a successor Individual Trustee, then the Remaining Individual Trustees shall appoint a successor Individual Trustee.
- (6) Individual Trustees to Have Knowledge of Grantor's Business. As a guide, but not a direction to any Individual Trustee or Trustees with the power to appoint a successor Individual Trustee, or the obligation to appoint an Individual Trustee under paragraph 14.1(4), appointees should have the level of experience, business acumen, and specific knowledge of the Grantor's various business interests to best manage and operate them profitably.
- (7) Trustee Resignation. Any Trustee may resign at any time by giving prior written notice to the Independent Trustees or if none a majority of the adult competent income beneficiaries, and if a successor trustee is not appointed within 30 days after the trustee's resignation, the resigning trustee may deposit the trust property with the court having jurisdiction over the administration of the trust.

14.2 Action by Trustees. Unless otherwise stated in this Trust Agreement, or unless a power or discretion to act is specifically reserved to the Independent Trustee or to the Individual Trustees herein, or the Corporate Trustees, as the case may be, Trustee action shall be as follows:

- (1) One Trustee. If only one Trustee is acting hereunder, then any decisions and actions shall be made by said Trustee alone.
- (2) Two Trustees-Unanimous Vote Required for Trustee Action. When there are two (2) Trustees acting hereunder, then any decisions and actions made by the Trustees shall be made by the unanimous agreement of the Trustees unless one Trustee has delegated such discretionary powers to the other Trustee in accordance with the terms of this Trust Agreement.
- (3) Three or More Trustees-Majority Vote Required for Trustee Action. At any time when there are three (3) or more Trustees acting hereunder who are qualified to perform a particular act, the same may be performed, on behalf of all, by a majority of those qualified, with or without the concurrence of a minority.

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14.3 **Grantor May Not Be Trustee.** In no event shall the Grantor become a Trustee hereunder, nor shall the Grantor retain the power or right to designate a successor Trustee or remove a Trustee then acting.

14.4 **Powers of Successor Trustee.** Any successor Trustee appointed hereunder shall have all of the powers and responsibilities of the original Trustee.

14.5 **Removal of Corporate Trustee.** The individual Independent Trustee may at any time remove any the Corporate Trustee of any trust, and upon removal shall appoint a successor Corporate Trustee. Such action shall be taken by filing written notice thereof with the Corporate Trustee being removed, which notice shall set forth the name of the successor Corporate Trustee.

14.6 **Merger of Corporate Trustee.** If any Corporate Trustee acting hereunder is merged with another corporation or association, or is succeeded by another corporation or association, through consolidation or otherwise, the new corporation or association shall thereupon become the Corporate Trustee hereunder if such new corporation or association has trust powers. When authorized by statute or court order, any corporate trustee acting hereunder may permit itself to be succeeded as such Corporate Trustee by another corporation or association having trust powers.

14.7 **Trustee's Fees.** For its services as Trustee, any Corporate or Individual Trustee shall receive reasonable compensation under governing state law. Reasonable compensation shall include compensation for extraordinary services rendered in managing any business interest owned by the Trust.

14.8 **Additions to Trust Estate.** Subject to the acceptance thereof of the Trustee, the Grantor or any other person may from time to time conditionally or otherwise assign, transfer, deliver or give additional property to the Trustee, to be held under and subject to all of the terms, conditions, and provisions of this Trust Agreement, which property shall become a part of the Trust Estate upon its acceptance by the Trustee. Such property may be earmarked for a specific trust existing at any time hereunder or it may be given to the Trustee generally without being earmarked as an addition to a particular trust. The Trustee is not required to accept additional property if, in the sole discretion of the Trustee, such property is not suitable or the addition is not appropriate to the intentions of the Grantor in creating any such trust.

14.9 **Indemnification for Expenses.** The Trustee shall be entitled to reimbursement from the Trust Estate, without limitation to particular assets, for all reasonable expenses incurred in the conduct of any business operated under the terms of this Trust Agreement.

14.10 **Accounting by Trustee.** The Trustee need render an accounting only if required under applicable state law or upon the direction of a court of competent jurisdiction. Copies of any accounting so rendered shall be mailed to the then-living income Beneficiary or Beneficiaries of the trust for which such accounting was prepared. The approval of such account by the Beneficiaries entitled to a copy thereof shall be binding and conclusive as to all persons, including those who are not in being or who are under legal disability due to minority or any other reason. The Trustee need not account to any other person, either before or after the death of any one such Beneficiary for a period for which it has accounted to and obtained the approval of the Beneficiaries entitled to a copy

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of the account. Any account shall be deemed to be approved by the Beneficiaries three (3) months from the date of the mailing of such account to the Beneficiaries at their last known address unless within such three (3) month period the Trustee shall have received from a Beneficiary written objections to such account. If any person who is entitled to receive a copy of an account is a minor or under some other disability then the copy of the account shall be mailed to the Personal Representative of such person, if one is acting, otherwise to a parent with whom the Beneficiary resides.

14.11 Waiver of Bond. The Grantor directs that no bond (other than any minimum bond which may be required by law) be required of any Trustee hereunder, and that no bond be required of any successor Trustee unless, in the case of a Trustee not named herein who may be appointed, those appointing him, in writing, request and require a bond and fix the amount thereof.

14.12 Waiver of Court Jurisdiction. The Grantor expressly waives any requirement that the appointment of the Trustee be confirmed, that the trust or trusts created by this Trust Agreement be submitted to the jurisdiction of any court, or that the Trustee's accounts be heard and allowed by any court. This provision, however, shall not prevent, after the death of the Grantor, any of the Beneficiaries hereunder or the Trustee from requesting any of the procedures waived herein.

14.13 Transfer of Situs. If the Independent Trustee deems it to be advantageous to the trust, such Trustee may transfer the situs of any property of the Trust Estate to any other jurisdiction as often as such Trustee deems necessary, by appointing a custodian of trust records in such other state and by substituting a Trustee to act with respect thereto, if necessary; in connection therewith, the Independent Trustee may delegate to its substitute Trustee any or all of the powers given to the Independent Trustee, which appointing Trustee may elect to act as advisor to such substitute Trustee and shall receive reasonable compensation for so acting; the Independent Trustee may remove any acting substitute Trustee and may appoint another, or re-appoint himself.

14.14 Exercise of Trustee's Judgment. No Beneficiary or other person shall have any right to question the judgment and decision of the Trustee when acting in good faith in reliance upon any express or implied trustees' powers as set forth herein.

14.15 Exercise of Discretion. Other than as permitted under Section 2041(b)(1)(A) or Section 2514(c)(1) of the Internal Revenue Code, no Individual Trustee hereunder shall participate in the exercise of any discretion of the Trustees: (i) to distribute income or principal to himself or herself other than pursuant to an ascertainable standard as such term is defined with respect to Chapters 11 and 12 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder; (ii) to discharge a legal support obligation with respect to his or her issue; (iii) to terminate and distribute all or any part of any trust estate created hereunder to himself or herself; (iv) to make any allocation of the GST Exemption or any other election for purposes of Chapter 13 of the Internal Revenue Code relating to a trust in which he or she has an interest; (v) to merge the assets of two or more trusts in favor of himself or herself; and (vi) both to appoint and remove a trustee of any trust in which he or she has an interest. Such discretion shall be exercised solely by the Independent Trustee or Trustees acting or appointed hereunder.

14.16 Delegation by Individual Trustee. Any Individual Trustee acting hereunder may at any time by a signed instrument filed with the trust records delegate to any other Trustee any or all

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powers and discretion conferred under this Trust Agreement (including the power to assign or convey any trust property on behalf of the Trustee) either for a specified time or until the delegation is revoked by a similar instrument. Any person dealing in good faith with any Trustee may rely without inquiry upon the Trustee's certificate with respect to any delegation. No Individual Trustee acting hereunder shall be liable to any person, whether or not such person is a Beneficiary of any trust created hereunder, for any act taken by the Trustee to whom he or she has delegated the authority to take such act.

ARTICLE 15

Trust Protector

15.1 Appointment of Trust Protector. The Grantor during his lifetime may, but need not, appoint an initial and any successor Trust Protector in one or more separate writings signed by the Grantor (the "Writing") and filed with the trust records. The Trust Protector may be an individual or entity other than: (1) the Grantor; (2) the Grantor's spouse, if any; (3) any issue of the Grantor; (4) any person, corporation or entity which is not wholly independent of the Grantor, as defined by Section 672 of the Internal Revenue Code, applicable Treasury Regulations, and relevant case precedent; and (5) any person, with respect to a particular power or duty, who would have income or principal of any trust hereunder included in the estate of such person due to the right of such person as trustee to exercise such power or duty. An individual or entity appointed by the Grantor as Trust Protector in such Writing shall assume such office at such time as such individual or entity files a written acceptance of such office with the trust records.

15.2 Successor Trust Protector. If the Grantor fails to appoint an initial or any successor Trust Protector during the Grantor's lifetime in such Writing then there shall be no Trust Protector after the Grantor's death. If for any reason the Trust Protector named by the Grantor in such Writing is unable or unwilling to serve or continue to serve as Trust Protector hereunder, then the Trust Protector named as successor by the Grantor in such Writing shall assume such office at such time as such person files a written acceptance of such office with the trust records. If a vacancy in the office of the Trust Protector occurs after the Grantor's death, then the last Trust Protector holding office (the "Last Trust Protector") shall have the power to designate a successor Trust Protector with the consent of a majority of the then acting Individual Trustees. Such designation shall be in writing signed by the Last Trust Protector and a majority of the then acting Individual Trustees. Said designated individual or entity shall become the Trust Protector hereunder upon filing a written acceptance of such office with the trust records. If the Last Trust Protector fails to designate a successor Trust Protector as provided above, or if a majority of the then acting Individual Trustees do not consent to such appointment, or if the Last Trust Protector's removal is being sought under paragraph 15.4, then a majority of the Individual Trustees then acting shall appoint a successor Trust Protector.

15.3 Duties and Powers of Trust Protector. During the lifetime of the Grantor, the Trust Protector shall have the power to remove any acting Corporate or Individual Trustee serving pursuant to this Trust Agreement for Cause (defined below) with the consent of the Independent Trustee. Upon the death of the Grantor, the Trust Protector shall have the power to

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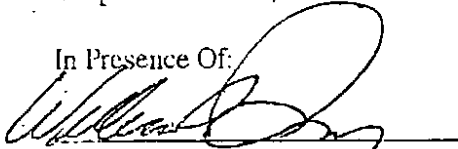
remove any acting Corporate or Individual Trustee serving pursuant to this Trust Agreement for Cause (defined below) with the consent of a majority of the then acting Individual Trustees. The determination of whether Cause exists shall be made by the Trust Protector and a majority of the then acting Individual Trustees in their sole and absolute collective discretion without court intervention. The Trust Protector shall have no other powers, rights, or duties, fiduciary or otherwise, with regard to this Trust Agreement or the beneficiaries hereunder. As used herein "Cause" shall mean: (i) the Trustee's conviction of or plea of *nolo contendere* to a felony or other crime involving moral turpitude; (ii) the Trustee's fraud, theft or embezzlement of a material nature committed with respect to the Trust Estate; (iii) a material breach by the Trustee of any of the provisions of this Trust Agreement; or (iv) the Trustee's willful and continued material failure to perform the Trustee's duties. The Trust Protector shall notify the Trustee whose removal is being sought in a writing signed by the Trust Protector and a majority of the then acting Individual Trustees by mail. The Trustee's removal shall become effective upon mailing of such writing. The power of the Trust Protector to remove an acting Corporate Trustee shall not limit the Individual Independent Trustee's power to unilaterally remove an acting Corporate Trustee under paragraph 14.5. Any replacement Trustee shall be appointed pursuant to the provisions of Article 14.

15.4 Removal of Trust Protector. After the Grantor's death, a majority of the then acting Individual Trustees may at any time remove any acting Trust Protector. The Trustees shall notify the then acting Trust Protector in writing of his or her removal which removal shall be effective upon mailing of such writing. Upon removal of a Trust Protector in this manner any successor Trust Protector named in the Writing shall become the successor Trust Protector hereunder upon filing a written acceptance of such office with the trust records. If there is no successor Trust Protector named in the Writing willing to serve, and the Last Trust Protector's removal is being sought, then a majority of the Individual Trustees then acting shall appoint a successor Trust Protector as provided in paragraph 15.2.

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IN WITNESS WHEREOF, JOHN B. GOODMAN, as the Grantor, DAN PETERKA, as the Individual Trustee, and SOUTH DAKOTA TRUST COMPANY LLC, as the Corporate Trustee, have hereunto set their hands, all as of the day and year first above written.

In Presence Of:



Betty Preston
As to Grantor

John B. Goodman
JOHN B. GOODMAN



Betty Preston
As to Individual Trustee

Dan Peterka
DAN PETERKA

Donna Korsting

Christina
As to Corporate Trustee

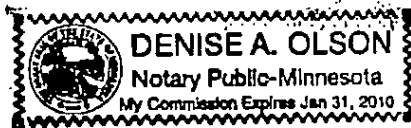
SOUTH DAKOTA TRUST COMPANY LLC

Lisa Schneiderman
By: Lisa Schneiderman
Its: Trust Officer

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TALLAHASSEE, FLORIDA

STATE OF MINNESOTA)
 Carver) ss.
COUNTY OF HENNEPIN)

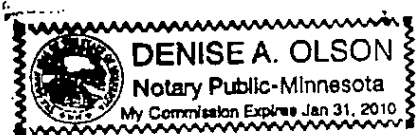
On this 22nd day of May, 2006, before me a Notary Public within and for said County, personally appeared JOHN B. GOODMAN, to me known to be the person described in and who executed the foregoing instrument as Grantor, and acknowledged to me that he executed the same as his free act and deed.



Denise A. Olson
Notary Public

STATE OF MINNESOTA)
 Carver) ss.
COUNTY OF HENNEPIN)

On this 22nd day of May, 2006, before me a Notary Public within and for said County, personally appeared DAN PETERKA, to me known to be the person described in and who executed the foregoing instrument as Individual Trustee, and acknowledged to me that he executed the same as his free act and deed.



Denise A. Olson
Notary Public

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF Minnehaha)

On this 20 day of May, 2006, before me, a Notary Public within and for said County, personally appeared Lea Schneiderman (name), to me known, who, being by me duly sworn, did say that she is the Trust Officer (title) of SOUTH DAKOTA TRUST COMPANY LLC, the corporation named in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Pierce McDowell (name) acknowledged that said instrument was the free act and deed of said corporation.

Jacalyn M. Bunkers
Notary Public
Commission expires 5/20/2011

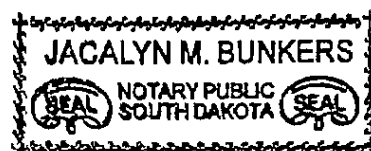


EXHIBIT A

**JOHN B. GOODMAN 2006
IRREVOCABLE GRANTOR TRUST**

PROPERTY TRANSFERRED TO TRUST

1	Cash	\$5,000.00
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**SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

06

EXHIBIT B

JOHN B. GOODMAN 2006 IRREVOCABLE GRANTOR TRUST

STATEMENT OF TRUSTEES

We are aware of the nature of a fiduciary duty that Trustees owe to trust beneficiaries. Specifically, Trustees must act at all times in good faith and for the primary benefit of the trust beneficiaries. When given discretionary power by the Trust Agreement, the Trustees must exercise their own judgment. The Trustees cannot delegate that duty to others.

We declare that we are willing and able to serve as a Trustee of the JOHN B. GOODMAN 2006 IRREVOCABLE GRANTOR TRUST and any other trust subsequently created under this Trust Agreement. I possess and have read a copy of the Trust Agreement. We have not agreed, expressly or by implication, to be subject to the control of anyone. We understand that to do so would be a breach of my fiduciary duty. Furthermore, we have not yet made any specific decisions regarding the management of trust property or the investment of trust funds, and have not stated or intimated otherwise to anyone.

Betty Preston

[Signature]
As to Individual Trustee

Dan Peterka

DAN PETERKA

18 DEC 26 AM 10:10
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TALLAHASSEE, FLORIDA

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[Signature]

[Signature]

As to Corporate Trustee

SOUTH DAKOTA TRUST COMPANY LLC

Lisa Schneiderman

By: Lisa Schneiderman

Its: Trust Officer

EXHIBIT C

**JOHN B. GOODMAN 2006
IRREVOCABLE GRANTOR TRUST**

SALE AND PURCHASE AGREEMENT

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TALLAHASSEE, FLORIDA**

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EXHIBIT D

**JOHN B. GOODMAN 2006
IRREVOCABLE GRANTOR TRUST**

PROMISSORY NOTE

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TALLAHASSEE, FLORIDA**

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EXHIBIT E

JOHN B. GOODMAN 2006 IRREVOCABLE GRANTOR TRUST

LIST OF CHARITIES

1. THE GOODMAN FAMILY OPERATING FOUNDATION, a Minnesota not-for-profit corporation, for its general tax exempt purposes. If THE GOODMAN FAMILY OPERATING FOUNDATION is not in existence at the death of the Grantor, then the Trustees shall form THE GOODMAN FAMILY OPERATING FOUNDATION under Minnesota law; provided that such organization is exempt from federal income tax under Section 501 of the Internal Revenue Code. If the name or state of formation of the foundation is different or is changed then the Trustees shall insert the correction on this exhibit.

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EXHIBIT F

JOHN B. GOODMAN 2006 IRREVOCABLE GRANTOR TRUST

INCENTIVE TRUST PROVISIONS

I. General Philosophy of Grantor. In deciding whether to make a discretionary distribution to a beneficiary from the JOHN B. GOODMAN 2006 IRREVOCABLE GRANTOR TRUST, the Trustee shall consider whether such a distribution would encourage or discourage a beneficiary from achieving his or her own self-potential. The Grantor is firmly convinced that the benefits to be gained by each beneficiary from realizing his or her own potential through self-accomplishment far out-weigh the benefits of financial support from the trust property. The Grantor is also firmly convinced that the initiative, industry and drive of a person easily can be impaired if the person receives too much wealth from sources unrelated to his or her own efforts. Accordingly, the Grantor directs the Trustee to avoid using the trust property in a manner that might impair the desire of a beneficiary to be self-sufficient, to realize his or her potential, or to be a productive member of society.

II. Specific Incentive Trust Provisions:

A. Gainful Employment and Exceptions

1. General Statement. Subject to the provisions of subparagraph 2 below, after a beneficiary has attained the age of 25 years, the Trustee shall not make a distribution of income or principal from the JOHN B. GOODMAN 2006 IRREVOCABLE GRANTOR TRUST to a beneficiary unless the beneficiary shall be gainfully employed on a full-time basis, as determined by the Trustee in the Trustee's sole discretion.

2. Exceptions. Subparagraph 1 above shall not apply to a beneficiary who falls within the scope of any of the following exemptions, as determined by the Trustee in the Trustee's sole discretion.

a) The beneficiary is a student at an accredited college, university, graduate school, professional school, specialized school (such as a fine arts school), vocational school or similar institution and maintains the equivalent of a grade point average of 2.5 or better on a scale in which a 4.0 is an "A" grade, and the beneficiary's course of study is progressing towards the completion of a degree at the rate of a full-time student;

b) The beneficiary works at least 35 hours per week ("full-time"), with or without compensation, in a socially useful vocation (examples of such a vocation include, but are not limited to, the fields of social work, teaching, religious service, and charitable work);

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c) The beneficiary is either (i) occupied on a full-time basis caring for other family members such as children or disabled or elderly relatives, or (ii) married and being the home-maker for the family, and, in either case, the beneficiary's spouse, if any, works full-time or is unable to work full-time for medical or other reasons;

d) The beneficiary is employed in or pursuing a career in the fine arts (examples of such careers include, but are not limited to, careers in the fields of art, dance, music, theater and creative writing);

e) The beneficiary is unable to work full-time for medical reason as determined by one or more physicians selected by the Trustee who have an appropriate expertise and have examined the beneficiary; or

f) The beneficiary is unable to work full-time for such other reason as the Trustee determines to be reasonable (such as the fact that the beneficiary is actively seeking, but has not yet acquired, employment).

B. Examples Where Distribution Should Not be Made. Without limiting its discretion, the Trustee may postpone or decline to make a distribution to a beneficiary of the JOHN B. GOODMAN 2006 IRREVOCABLE GRANTOR TRUST under the following circumstances:

1. The beneficiary's serious disability, including chemical dependency or mental illness;
2. A pending divorce;
3. Potential or pending creditor claims (possibly relating to such distribution);
4. A serious tax disadvantage to such beneficiary (or his or her family) if such distribution were made;
5. Other circumstances in which the Trustee reasonably believes the beneficiary will be unable to retain the assets so distributed or the possibility that closely held stock in any trust created hereunder may become widely distributed or similar substantial cause.

C. Spouse of a Beneficiary. It is the Grantor's intention that the assets distributed to a beneficiary should not be subject to an involuntary transfer to a spouse of a beneficiary in a marital separation or dissolution proceeding following distribution to such beneficiary. Therefore, if a beneficiary is married without entering into a prenuptial agreement which substantially restricts the rights of such beneficiary's spouse to receive non-marital property in the event of a marital separation or dissolution, the Trustee may delay or deny a distribution to a beneficiary during the term of such marriage until such time as the beneficiary has entered into an enforceable agreement acknowledging that the property so distributed is non-marital property and waiving such spouse's rights to such distributions. The Trustee may rely upon the advice of counsel as to the legal issue of enforceability and waiver of such marital agreements that will arise in making the determinations

pursuant to this paragraph.

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EXHIBIT G

**JOHN B. GOODMAN 2006
IRREVOCABLE GRANTOR TRUST**

OPTION AGREEMENT

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TALLAHASSEE, FLORIDA**

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**OPTION AGREEMENT
JOHN B. GOODMAN REVOCABLE TRUST**

THIS OPTION AGREEMENT is effective as of May 22, 2006, by and between JOHN B. GOODMAN, as Trustee of the JOHN B. GOODMAN REVOCABLE TRUST u/a/d May 22, 2006, (the "JOHN REVOCABLE TRUST"); and DAN PETERKA, a resident of Minnesota, as the Individual Trustee, and SOUTH DAKOTA TRUST COMPANY LLC as Corporate Trustee, of the JOHN B. GOODMAN 2006 IRREVOCABLE GRANTOR TRUST u/a/d May 22, 2006, (the "JOHN IRREVOCABLE TRUST"), a South Dakota trust.

For good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Option to Purchase Assets at Death of JOHN B. GOODMAN.** The JOHN REVOCABLE TRUST hereby grants to the JOHN IRREVOCABLE TRUST the first option ("Option") to purchase any or all of the assets held in the JOHN REVOCABLE TRUST (including any assets transferred to it after the death of JOHN B. GOODMAN as a result of the probate of the estate of JOHN B. GOODMAN) upon the death of JOHN B. GOODMAN for a purchase price ("Purchase Price") equal to the fair market value of the assets held in the JOHN REVOCABLE TRUST as of the date of death of JOHN B. GOODMAN.

2. **Manner of Exercise.** This Option may be exercised by the JOHN IRREVOCABLE TRUST within a reasonable period of time after the death of JOHN B. GOODMAN upon written notice by the trustees of the JOHN IRREVOCABLE TRUST to the trustees of the JOHN REVOCABLE TRUST of their intention to exercise the Option.

3. **Terms.** The Purchase Price may be paid partly or entirely in cash or partly or entirely by promissory note at the discretion of the trustees of the JOHN IRREVOCABLE TRUST. The promissory note may be an interest only with balloon promissory note at the discretion of the trustees of the JOHN IRREVOCABLE TRUST. All other terms of purchase and sale shall be negotiated and agreed upon by the parties.

4. **Governing Law.** This Option Agreement shall be subject to, and governed by, the laws of the State of Minnesota

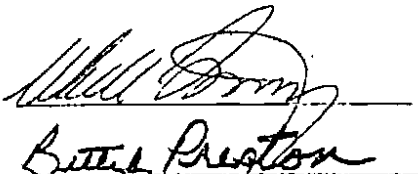
5. **Amendment.** This Option Agreement may be amended by the written agreement of all parties hereto.


6. **Binding.** This Option Agreement is binding on successors and assigns of the parties.

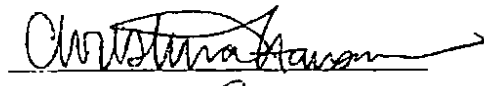

IN WITNESS WHEREOF, the parties have executed this Option Agreement as of the date first written above.

FOR: JOHN IRREVOCABLE TRUST

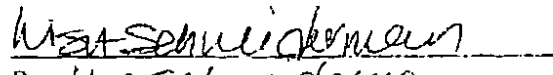
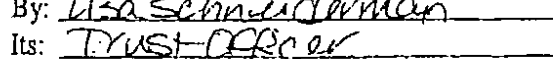
By Its: Trustees:


Brett Preston
As to Individual Trustee


DAN PETERKA

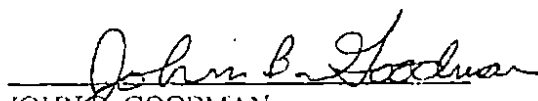


As to Corporate Trustee

SOUTH DAKOTA TRUST COMPANY LLC


By: 
Its: TRUST OFFICER

FOR: JOHN REVOCABLE TRUST

By Its: Trustee:


JOHN B. GOODMAN

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